

# **THE PRESBYTERY OF SOUTHERN NEW ENGLAND PERSONNEL POLICIES AND PRACTICES**

**PRESBYTERY APPROVED  
SEPTEMBER 17, 2005**

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This document is designed to provide an overview of the way the Presbytery of Southern New England deals with each individual who may become an employee of or consultant to the Presbytery, ordained or lay, exempt or non-exempt, regular or part-time. **NOTHING IN THIS DOCUMENT IS INTENDED TO CREATE A CONTRACT FOR CONTINUING EMPLOYMENT OR SERVICE.** Presbytery hopes that this document will contribute to the satisfaction, pleasure, growth and effectiveness on the part of all concerned. Further, despite the unavoidable formality of much of this material, Presbytery believes that this statement can help create a cooperative atmosphere for supportive supervision and for work that is open, friendly, and free from most of the misunderstandings and frustrations that some find in employment and consulting elsewhere.

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## 1.0 RIGHTS AND RESPONSIBILITIES

- 1.1 Presbytery will establish employment policies consistent with the standards of the Presbyterian Church (U.S.A.) and the Synod of the Northeast which will:
- a) Create a personnel system for particular job functions to meet Presbytery needs, and determine the qualifications for performance of such functions;
  - b) Develop position descriptions for such job functions which include the qualifications needed to perform such functions;
  - c) Set standards and programs for all aspects of employment, including compensation, career development, benefits, working conditions, promotions, transfers, and dismissals.
- 1.2 In establishing employment policies, Presbytery will:
- a) Be faithful to the purpose of the organization;
  - b) Assure that such policies and administration of the personnel system are harmonious with the civil rights of employees and are supportive of their career objectives;
  - c) Provide equal opportunity for all employees;
  - d) Pay adequate and equitable compensation to, and provide or make available appropriate benefits for, all employees;
  - e) Conduct regular performance reviews and evaluations for each employee which relate work objectives to the objectives of Presbytery, and which give an opportunity to participate in evaluating each employee's performance in relation to these objectives;
  - f) Afford suitable working conditions for all employees free of any form of sexual harassment or intimidation;
  - g) Establish and administer a grievance process;
  - h) Keep employees up to date on the state of the Presbytery.
- 1.3 Presbytery employees have the right to:
- a) Receive information adequate to understand their roles and functions in the organization;
  - b) Be kept informed of proposed changes in personnel policies and procedures so that they can provide input into the process of change;
  - c) Have working conditions that encourage productivity and promote their general welfare without regard to race, sex, creed, national origin, or disability; and assure freedom from any form of sexual harassment or intimidation;
  - d) Access their individual employment and medical records which are otherwise private and confidential.
- 1.4 Presbytery employees have the following individual obligations to:
- a) Give their best possible performance in the functions assigned and necessarily related to them;
  - b) Be available for, and participate fully in, any committee or group on which employees are given representation;

- c) Respect the restricted and confidential nature of all information handled or learned in the course of their duties, and maintain the highest possible level of integrity and objectivity while conducting Presbytery business;
  - d) Refer all inquiries from the media or government officials to the Executive Presbyter, or in his/her absence to the Stated Clerk or Moderator;
  - e) Avoid any conflict of interest or appearance of conflict with the interests of Presbytery. (Annually, at the time of the performance review, each employee will be expected to complete and sign the Conflict of Interest form found in Appendix A, reaffirming that she or he has no known conflict of interest, which shall be given to the Chairperson of the Personnel Committee when signed.)
  - f) Understand his or her roles and functions in the context of the goals of the organization;
  - g) Maintain and submit accurate records of all time worked, if a non-exempt employee.
- 1.5 Effectiveness of the relationship between employer and employee depends upon each one's acceptance of and adaptation to the rights and obligations of the other, with candid consideration and discussion of common rights, responsibilities and problems when necessary or appropriate. The same is true for any contract employee or consultant.

The policies and procedures contained in this document are intended to embody principles of conduct for carrying out service to and for the Presbytery, and do not constitute a contract binding upon Presbytery as an employer or principal, or any person rendering such service as an employee, agent, or independent contractor. Any contract for such services must be in writing and signed by the party to be charged independent of, but not inconsistent with, this manual. Reference to this document should be made for guidance in developing any such contract, and for illustration of the principles by which God's work in the world should be conducted.

## 2.0 DEFINITION OF TERMS

- 2.1 The legal employer of all Presbytery staff in an employment relationship with the Presbytery is the Presbytery of Southern New England, Inc., a corporation incorporated under the laws of the State of Connecticut, and an ecclesiastical unit of the Presbyterian Church (U.S.A.). This is so whether or not any benefits, funding, or support are derived from other sources. Every employee is either "exempt" or "non-exempt," and also is either "regular" or "part-time," all as defined below. A consultant or "contract employee" is not necessarily an "employee" under these definitions.
- 2.2 An exempt employee is one who qualifies for exemption from the requirements of compensation for time worked in excess of 40 hours per week that have been established under the federal Fair Labor Standards Act of 1938, as amended, and the pertinent labor laws of the State of Connecticut (collectively "Labor Law").

- 2.3 A non-exempt employee is one who is subject to the requirements, established under Labor Law, as to minimum compensation for authorized time worked in excess of 40 hours per week.
- 2.4 A regular employee is one whose normal work schedule is 30 hours per week or more, and who has satisfactorily completed the introductory period of employment with the Presbytery referred to in Section 4.2.1.
- 2.5 A part-time employee is one who (a) has a normal work week of less than 30 hours, or (b) works intermittently by prior agreement, or (c) regardless of the hours scheduled for work each week, is employed by Presbytery on a project or term basis not normally exceeding three consecutive months, and who, in the case of (a), has satisfactorily completed a probationary period of (or, in the case of (b), equivalent to) thirteen consecutive weeks of employment on such basis.
- 2.6 A contract employee or contract staff is a person who renders services to Presbytery as an independent contractor under a written or oral agreement.
- 2.7 In accordance with Federal and State statutes and Presbyterian Church (USA) policy, all ordained clergy are considered self-employed persons engaged in the exercise of their ministry and not subject to withholding for certain taxes nor covered under an Unemployment Compensation Insurance program. Among ordained clergy, status as a Presbytery employee (to whom these policies therefore apply) is limited to those (except Organizing Pastors) who are paid by Presbytery for their personal services on the basis of salary rather than by compensation under specific Terms of Call or a specified written agreement providing otherwise. Even among ordained clergy employees, certain of these policies may be superseded by either particular provisions of the clergy's employment agreement or by Sections 4 or 5 of Presbytery's Manual of Administrative Operations pertaining to the Executive Presbyter, an Interim Executive Presbyter, or a similar administrative staff position.
- 2.8 Personnel Committee shall be that committee constituted under the By-Laws of the Presbytery as responsible to the Presbytery through its Council (as defined in such By-Laws) for employment and personnel matters, or such body as performs similar functions under amended By-Laws.
- 2.9 Chairpersons or members of Presbytery committees, sub-committees and task forces, voting members of Presbytery Council, and Presbytery officers in their capacity as such officers, are not Presbytery employees, unless they are party to an agreement that provides that they are such employees. Persons providing services to the Presbytery for compensation under an agreement in a capacity other than as an employee (such as consultants, independent contractors, and the like) may have specified obligations and responsibilities mentioned in this Manual, but only as specified in such agreement. It is desirable for such agreement to be written.

### 3.0 POSITION DESCRIPTIONS

3.1 Work shall be performed for, and services rendered to, the Presbytery through a specific position defined for such work or services. For each position, a job description shall be developed: To serve as a focus for the work to be done; by which to help evaluate individual performance and as a basis for delegation; for determining responsibility and accountability; and for comparison of the relative value of different positions. Job descriptions will be kept current, will be reviewed and altered whenever a significant change occurs in duties and relationships, and will be thoroughly reviewed at least every two years. Each such review is a joint undertaking between the employee affected, the employee's supervisor, and the Personnel Committee, with such other participation as may be required by the circumstances of the review.

3.2 Any employee may have access to, or a copy of, the current description of his or her position.

### 4.0 EMPLOYMENT, HIRING AND CALLS

#### 4.1 NON-DISCRIMINATION

The Presbyterian Church (U.S.A.), the Synod of the Northeast, and the Presbytery of Southern New England are all equally and deeply committed to fair employment practices and equal employment opportunities for all applicants for employment and for all employees. Presbytery, accordingly, seeks to avoid discrimination of any sort in the employer-employee relationship. It operates under the mandates of the PCUSA Book of Order and the various policies of its General Assembly; and in compliance with the Civil Rights Act of 1964 and 1968, the Equal Employment Act of 1972, the Equal Pay Act of 1963, all comparable laws of the State of Connecticut, and all regulations, guidance, and Executive Orders related to any such statutes. In carrying out this commitment, Presbytery shall:

- a. Recruit, hire, and promote persons in all job classifications without regard to race, color, national origin, sex, age, marital status, sexual preference, gender, creed, religious affiliation (except where religious affiliation is determined to be a bona fide occupational qualification), or disability unrelated to the abilities involved in the job.
- b. Conduct periodic analysis of all personnel actions and develop plans to insure that Equal Opportunity is supported through an Affirmative Action program. Affirmative Action is the execution of a set of specific and result-oriented procedures designed to eliminate discriminatory practices.
- c. Avoid employing or assigning persons in positions where they would be working, directly or indirectly, for a relative, or where a relative would participate in any performance evaluation or recommendations on salary or promotion.
- d. Provide equal opportunities for training during employment.
- e. Insure that all personnel matters such as compensation, benefits, transfer, leaves of absence, lay-offs, return from lay-offs, education, tuition assistance, and all others will be administered on a non-discriminatory basis.

Presbytery shall not be limited to these actions in carrying out the commitment described in this Section 4.1.

## 4.2 INTRODUCTORY PERIOD

4.2.1 The first six (6) months of employment of any non-exempt employee (or an aggregate of five hundred hours worked by a part-time employee) in a position are considered an introductory or a trial period, giving the employee and the Presbytery an opportunity to evaluate the employee's real interest in and qualifications for the position under actual working conditions. Employment of one who is still in an introductory status may be terminated at any time within the introductory period without advance notice or accumulation of employment rights of any sort. Once past the introductory period, employment is subject to termination as set forth below in Section 12.

4.2.2 Exempt employees are not normally called or employed on a basis that involves an introductory period.

## 4.3 INDIVIDUAL CALL (TERMS OF EMPLOYMENT)

4.3.1 Each employee shall be provided, on completion of the introductory period, with an appropriate written statement of the terms of employment. In compliance with the Book of Order, G-14.0507 pertaining to calls to churches, the call of a minister to Presbytery shall be submitted to the minister's presbytery for approval. The call for the Executive Presbyter, for any other elected, exempt staff person, or for any ordained minister serving as a Presbytery employee, shall be signed by the Moderator and the Stated Clerk of Presbytery. For all other employees, such terms shall be approved by the Personnel Committee and signed by its Chairperson or the Chair of Presbytery Council.

4.3.2 If and when Presbytery creates any additional exempt position, or calls a successor Executive Presbyter, the spirit of any other comparable upper governing body policies shall be respected in regard to such topics as moving and initial house-hunting expense if within the limitations of Presbytery's budget, and equalization of compensation of clergy and non-ordained exempt employees in light of the tax advantage of the clergy's housing-related allowance or expenses.

## 5.0 COMPENSATION

### 5.1 BASIC POLICY

Presbytery seeks to offer, within the limitations of its budget, individual salaries, bonuses, benefits, and fees that reflect a wide variety of considerations, including specifically:

- a. External equity, in general, with the patterns of compensation for positions of apparently similar duties and responsibilities in representative organizations, particularly non-profit organizations, in the labor market from which Presbytery employees are drawn;
- b. Internal similarity of salaries for positions of similar duties and responsibility within the Presbytery;
- c. Periodic review and, as warranted, adjustment of the salary for a particular job as the duties and responsibilities of that job change; and

- d. Periodic review and, as warranted, adjustment of the individual employee's salary, to reflect and reward sustained growth and improvement of performance of the duties of the job.

The periodic compensation review process should be in accord with current policies established and observed by the Personnel Committee.

## 5.2 RESPONSIBILITY FOR OBSERVANCE OF POLICY

Responsibility for observing these policies, which involves both objective and subjective judgment, shall be primarily that of the Executive Presbyter, next of the Personnel Committee, and finally of Presbytery Council, all with appropriate assistance from selected other sources.

## 5.3 COMPENSATION SURVEY

Presbytery Council, not less frequently than once each 36 months, in accordance with Section 5.1.a above, shall make a survey or its practical equivalent, or may rely on existing surveys made by others, to ascertain both the trend and the general levels of compensation for the positions of Executive Presbyter, Stated Clerk, and the primary administrative assistant of Presbytery. Focus of the survey shall be on actual compensation for the positions referred to in Section 5.1.a. (For example, the compensation for the position of Executive Presbyter should reflect regional if not national levels for similar positions, while compensation for most clerical support positions would relate only to local levels.) Presbytery will endeavor to pay not less than the median compensation for all comparable positions in similar circumstances reflected in any such survey, due consideration being given to pertinent individual experience and job tenure.

## 5.4 PERFORMANCE REVIEW; INDIVIDUAL MERIT

In accordance with Section 5.1.d., at least three times during the introductory period specified in Section 4.2.1., and at least once each twelve months thereafter, the performance and compensation level of each employee shall be reviewed by the employee's supervisor or a representative of the Personnel Committee against simplified, objective rating standards. Such a review shall occur in a conference of the employee and supervisor, working from a written evaluation by the supervisor related to and identifying such standards.

## 5.5 COMPENSATION ADJUSTMENT

The Personnel Committee, after considering any recommendations presented to it by the Executive Presbyter and the terms of paragraphs 5.1 and 5.4 together with such other pertinent information as it may have, shall determine what compensation adjustments (including any bonuses) the Committee shall recommend to the Board of Trustees for inclusion in Presbytery's budget. An employee whose compensation is changed shall be informed by the Executive Presbyter of the details and timing of such change, subject to budget preparation by the Board of Trustees and to Presbytery approval of such budget. The employee has the right to meet with the Personnel Committee to discuss such change before it is recommended to the Board of Trustees.

## 5.6 OVERTIME

Although it will be Presbytery's policy to avoid overtime work, as much advance notice of proposed overtime will be given as practicable, and a non-exempt employee may decline a request to work overtime. Overtime pay shall be due when the total hours of a non-exempt employee worked or paid for in a work week exceed forty hours (including paid holiday time), all at one-and-a-half times the employee's regular hourly rate for such time exceeding forty hours. Working overtime, or on a day observed as a holiday, without prior authorization is not permitted.

Exempt employees are not entitled to overtime compensation.

## 6.0 HOURS OF WORK

### 6.1 REGULAR WORK WEEK

The normal work week is five days of approximately forty hours, except during the period between Memorial Day and Labor Day, when the work week is four days. The work week is considered to include Saturday, so that if an employee works on Saturday, he or she may elect not to work an equivalent amount of time during the customary Monday-Friday work week.

### 6.2 HOLIDAYS

The Presbytery observes fourteen paid holidays each year, including a floating one which is usually scheduled to provide a long weekend at such time as Christmas. The floating holiday will be specified by December 1 of the year preceding its date. When a holiday falls on a Saturday or Sunday, it will be observed as a holiday on the nearest Friday or Monday respectively. Each employee is entitled to normal pay for a day observed as a holiday only if such holiday would otherwise be a normally scheduled workday for that employee. For example, if a non-exempt employee does not work on Wednesdays, and a holiday falls on a Wednesday, the employee will not be paid for that holiday. Authorized work by a non-exempt employee on any day being observed as one of the fourteen holidays will be paid at one and one-half times the employee's regular rate per hour.

Holidays:

New Year's Day, Martin Luther King's Birthday,  
President's Day, Good Friday, Memorial Day,  
Independence Day, Labor Day, Columbus Day,  
Veterans Day, Thanksgiving Day, Day after  
Thanksgiving, Christmas Eve, Christmas Day, One  
"Announced" or "Floating" Holiday.

Whenever one of the thirteen listed holidays falls in advance of and proximity to a Presbytery meeting, it may be replaced by an additional floating holiday.

### 6.3 VACATIONS: GENERAL STATEMENTS

Vacation schedules for all entitled employees will be determined and announced as early as is practicable each year, reflecting individual preferences to the extent practicable. Vacation is to be taken in the year in which it is earned, and may be taken in segments normally of not less than five consecutive workdays. Any carryover of vacation must be approved by the Personnel Committee. When a day observed as a holiday occurs within the period of an employee's scheduled vacation (and is a day that otherwise would normally be a workday for the employee), the length of such vacation time is extended by one day without loss of pay. Vacation is considered an earned right, and unused vacation earned is paid for on a pro rata basis.

#### 6.3.1 VACATIONS FOR NON-EXEMPT EMPLOYEES

Non-exempt employees are entitled to annual paid vacation computed on January 1 of each year on the basis of reasonably continuous service with the Presbytery, as indicated in the tabulation below. Vacation entitlement during the first year of employment will be pro-rated according to length of service as of January 1.

Length of continuous service, at January 1	Vacation time and pay in terms of normal workweeks at the normal weekly rate
6 months	1.0
1 year through 5 years	3.0
6 years or more	4.0

Vacations for non-exempt employees working less than 30 hours per week shall be prorated in proportion to their normal weekly work schedule.

#### 6.3.2 VACATION FOR EXEMPT EMPLOYEES

Exempt employees are entitled to one full month (22 working days) vacation per year, after six months of service.

### 7.0 WORKING CONDITIONS

Presbytery will endeavor to provide physical working conditions, equipment, supplies, supervision, training and instructions that contribute to making each job pleasant, efficient, economic and safe.

### 8.0 CAREER DEVELOPMENT

Presbytery seeks to encourage and assist each employee in the improvement of existing skills and knowledge, that is harmonious with both the current and future interests of Presbytery, of enduring value and satisfaction to the employee, and within Presbytery's budget limitations, such as:

- a. A tuition refund plan;
- b. Annual and extended study leave for exempt employees;
- c. Officer and professional training programs;

Additional improvement programs may be instituted by the Personnel Committee, and it may use provisions of prior Policies and Procedures documentations as guidelines for the programs listed above.

#### 9.0 REIMBURSEMENT FOR JOB-RELATED EXPENSES

On submission of a standard voucher with substantiation of particular detailed items to the degree that such is practicable, and upon proper review, and approval by the Executive Presbyter, or other designated senior staff, any employee of Presbytery will be promptly reimbursed by separate check for reasonable expenses incurred in and directly related to his or her employment, including but not limited to, the following:

- mileage (at the current IRS rate), tolls, and parking fees (but not fines) involved in authorized travel on behalf of Presbytery;
- room, meals, and related reasonable expenses necessarily incurred in authorized attendance at functions on behalf of Presbytery, not reimbursable by others;
- toll phone calls (and the tax thereon) made on behalf of Presbytery from telephones elsewhere than in the Presbytery Office, including calls to home and office advising of significant changes in travel plans.

Presbytery reserves the right to require an employee to carry, at the employee's own expense, acceptable liability insurance coverage on a private car used occasionally on Presbytery business.

#### 10.0 BENEFITS FOR EMPLOYEES

##### 10.1 FEDERAL SOCIAL SECURITY

10.1.1 Except as noted in Sections 10.1.2 and 10.1.3 (as to employees who are ordained ministers) every employee (except contract employees) is covered by the Federal Old Age and Survivors Benefits Act. The employee's share of this "Social Security" (FICA) tax is accordingly withheld from the employee's paycheck; the employer's equal share of that tax is paid by Presbytery.

10.1.2 An employee who is an ordained minister, if duly self-exempted by action early in his/her career in the ministry, is neither covered by Social Security system for benefits nor liable for any FICA tax.

10.1.3 An employee who is an ordained minister and who early in her or his career in the ministry did not duly exercise the right of self-exemption is considered under the Social Security law to be self-employed, and, hence, is liable for all of the FICA tax on earnings. In accordance with a GA recommendation, Presbytery pays such an employee a social security offset equal to about one-half of the FICA tax on such an employee's earnings from Presbytery.

##### 10.2 UNEMPLOYMENT AND WORKERS' COMPENSATION

Because Presbytery is a Connecticut corporation, every employee is covered by Connecticut law governing workers' compensation (providing benefits in case of loss of

earnings because of disability caused by or arising out of the job). Due to its size and tax status, Presbytery does not contribute to any Connecticut unemployment compensation insurance program, and Presbytery employees are not entitled to Connecticut unemployment compensation payments after termination of employment.

With respect to worker's compensation, see also Section 10.4.4 below.

### 10.3 PCUSA BENEFITS PLAN

The Presbyterian Board of Pensions offers benefit plans for both lay and clergy employees under certain circumstances. The Presbytery Office normally has available a reference copy of the "Terms of the PCUSA Benefits Plan," and the Board of Pensions has locations within the PCUSA web site ([www.pcusa.org](http://www.pcusa.org)) that provide up-to-date information on these plans. Presbytery recommends recourse to the reference copy, the web site, or the regional Board of Pensions representative for details about the Plan benefits, since terms of Plan eligibility, payment obligations, and coverage periodically change. Whenever an employee is, in fact, eligible for Plan coverage under his or her particular circumstances, Presbytery pays an appropriate amount of membership dues to the Plan administrator. This Personnel Policies and Procedures Manual should NOT be relied upon for Plan benefit details or determination of the amount of Presbytery payment of Plan dues.

### 10.4 SICK LEAVE WITH PAY

10.4 Every employee - exempt or non-exempt, regular or part-time - who is unable to work because of maternity, disability or illness, is entitled to sick leave with that employee's full normal pay. A regular employee shall receive 10 working days of sick leave per year, cumulative to 120 days. A part-time employee shall receive sick leave in proportion to hours worked each week. Sick leave may be used to care for an employee's immediate family member.

10.4.2 Employees with any life-threatening illness will be offered the right to continue working so long as, in the judgment of the Chairperson of the Personnel Committee in consultation with the Executive Presbyter, they are able to continue to perform their jobs satisfactorily and so long as the best available medical evidence indicates that their continued employment does not present a health or safety threat to themselves or others. The Personnel Committee and the employee's co-workers shall treat all medical information pertinent to the employee's condition with strict confidentiality. Reasonable efforts should be made to accommodate seriously ill employees by providing flexible work areas, hours and assignments whenever possible or appropriate.

10.4.3 Unused paid sick leave has no cash value at the time of termination of employment.

10.4.4 If, for a particular disability or illness that is caused by or arises out of employment by Presbytery, an employee is eligible for payments as worker's compensation in partial replacement of normal earnings, Presbytery pays the employee full normal pay for the

period of entitlement in proportion to hours worked each week, if the appropriate compensation checks are endorsed over to Presbytery by the employee.

- 10.4.5.1 For an employee who is a member of the PCUSA Benefits Plan, disability payments under that Plan commence on the 91<sup>st</sup> day of total disability, in accordance with the regulations of that Plan.

## 10.5 LEAVE OF ABSENCE WITH PAY

Any employee - exempt or non-exempt, regular or part-time - may request, and normally shall be granted, a leave of absence without loss of normal pay in the circumstances given below. The employee should give as much advance notice as possible of the need for such leave. Requests for leave of absence require the approval of the Executive Presbyter, or in the case of the Executive Presbyter's or Stated Clerk's request, of the Chair of the Personnel Committee.

- a. For a regular training period with the Armed Forces Reserves (not active duty) of the U.S.A. (up to two weeks annually), receiving the difference between military pay and normal salary;
- b. For jury duty (up to two weeks annually), receiving the difference between pay for jury duty and normal salary. In exceptional cases the Chairperson of the Personnel Committee may grant additional leave of absence with pay for jury duty.
- c. For marriage of an employee who has been with the Presbytery for one year or longer (up to three days leave);
- d. For personal and family emergencies or for other personal business which cannot be cared for outside working hours (up to three days annually);
- e. 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 the day after burial. This leave should not exceed four working days. Time lost to attend a funeral locally may be counted as personal or family emergency leave to be arranged in consultation with an employee's supervisor;
- f. Adequate time off for voting where election hours and work schedules overlap.

Request for leave of absence is to be submitted by the employee in writing for review and approval in advance whenever practicable. It is expected that any contract employee or contract staff will negotiate similar rights to leave with pay, but if provisions for such rights have been overlooked or otherwise inadvertently omitted from a contract, the Chairperson of the Personnel Committee shall have discretion to continue contract payments in accordance with the provisions of this Section 10.5.

## 10.6 LEAVE OF ABSENCE WITHOUT PAY

- 10.6.1 For "military service" performed by an employee who had been employed by Presbytery for three months or more immediately prior to such military service. Such a military leave without pay is normally for the minimum period of enlistment. Upon completion of military service, every effort will be made to place the employee in a position of similar level, status and salary.

10.6.2 For “personal reasons” including: care for a newborn or adopted child; need to convalesce from an extended illness on the part of the employee; need to care for an ill spouse, child or parent of the employee; extension of absence related to maternity beyond that to which the employee is entitled in accordance with Section 10.4.1 or other absence contemplated by the Family and Medical Leave Act; and such other personal reasons as approved by the Chairperson of the Personnel Committee. Such leave of absence may be granted normally for a period of not less than four weeks nor more than 26 weeks, and may be renewed no more than once. Unless otherwise stated in the advance approval of such a personal leave, Presbytery cannot commit itself to place the employee in a position of similar level, status and salary. Presbytery will, however, make reasonable efforts to return the employee to such a position if the employee returns promptly at the expiration of a personal leave.

10.6.3 Normally Presbytery neither credits service nor pays dues to the Board of Pensions after the first four weeks of any leave without pay.

#### 10.7 RETIREMENT

The PCUSA Benefits Plan makes it possible for a member of the Plan to retire at the normal retirement age of 65 with full benefits in relation to accrued pension credits. A Plan member may retire at any age after attaining age 55, with pension benefits necessarily discounted to reflect actuarially the reduced period for accumulation of compound interest as well as the presumed longer period during which retirement benefits will be paid from the Plan. A Plan member who continues to work beyond age 65 in what the Plan calls “Eligible Service” and for whom the requisite dues continue to be properly paid will continue to accrue pension credits. Employees should, however, be mindful of the caveats contained in Section 10.3, which apply to this Section 10.7 as well.

#### 10.8 DEATH WHILE EMPLOYED BY PRESBYTERY

If an employee - exempt or non-exempt, regular or part-time - dies while actively employed by Presbytery, that employee’s salary will normally be paid to the spouse, dependent or estate at the discretion of Presbytery, for a period of four weeks from the date of death. Other death benefits are payable if the employee was a member in good standing of the PCUSA Benefits Plan at the time of death.

#### 10.9 HEALTH INSURANCE

Exempt employees and their families are covered by the PCUSA Benefits Plan at no cost to the employee. Presbytery will pay the full cost of such coverage under the Plan for each non-exempt regular employee on completion of the applicable introductory period. The same caveats as contained in Section 10.3 apply to this Section 10.9.

#### 10.10 CHANGE OF STATUS FROM PART-TIME TO REGULAR

If a part-time employee is later placed on a full-time basis, prorated credited service will be given from the first day of her/his part-time employment for purpose of sick leave, vacation, severance allowance and other benefits related to length of service.

### 11.0 SUSPENSION WITH PAY

An employee may be suspended without loss of pay when the employee's behavior or the need for time to evaluate an occurrence involving the employee warrants temporary removal of the employee from the workplace. While suspended with pay, an employee shall be available at reasonable times for discussion of the subject matter of the suspension with the parties concerned. Such suspension is not a condemnation of the employee or a disciplinary action.

### 12.0 TERMINATION OF EMPLOYMENT

No portion of this Section 12 applies to any employee covered by Sections 4 (Executive Presbyter) or 5 (Other Administrative Staff) in Presbytery's Manual of Administrative Operations. Such manual is not current with this document, and needs revision. Until such revision is made, however, this section must control.

#### 12.1 Exit Interviews

Regardless of the type of separation from employment, whether by termination, resignation, or otherwise, an exit interview shall be conducted by a person designated by the Personnel Committee prior to every employee's actual departure. The exit interview allows the employee who is being separated to confer with the Executive Presbyter and/or a representative of the Personnel Committee, as the employee may select, to review the reasons that occasion the separation. Some other purposes of the interview are:

- a. To demonstrate to the employee Presbytery's support and concern for the employee as a person;
- b. To obtain information which Presbytery can use to keep staff morale high and to improve employee-employer relations and communication;
- c. To obtain information which will enhance the efforts of Presbytery to keep the number of separations to a minimum.

The exit interview should be arranged in advance and conducted at a time mutually convenient to the separated employee, the Executive Presbyter and/or the representative of the Personnel Committee. A written report of the interview shall be retained by the Personnel Committee.

#### 12.2 Resignation

Any employee may resign at any time, but a non-exempt employee is expected to give two weeks written notice of resignation, and an exempt employee is expected to give at least a month's written notice of such resignation. An employee who resigns, giving such notice, will be paid the cash equivalent of his or her accumulated, earned but unused, vacation calculated to the date of actual separation. The notice provisions of this section do not apply to any employee who has a contract with Presbytery that provides for other notice periods.

### 12.3 REDUCTION OF FORCE

12.3.1 Any termination of an employee due to the need to reduce staff expense or due to other reasons not related to a fault of an employee, shall require the concurrence of the Executive Presbyter with the approval of the Personnel Committee. After completion of the introductory period, any employee - exempt or non-exempt, regular or part-time - thus terminated will receive:

- (a) Written advance notice (six months if exempt, three months if non-exempt), or pay in lieu of notice (two months if exempt, one month if non-exempt);
- (b) A severance allowance, in addition to such notice or pay in lieu of notice, in the amount specified in the following table:

Completed Years of Credited Service	Maximum Severance Payments in weeks
less than 1	2
1, but less than 4	4
4, but less than 5	6
5 years and more	8

plus an additional week for each additional year of service after five years to a maximum of 12 weeks after termination.

- (c) Cash in lieu of any earned but unused vacation in accordance with Section 12.2 as if he or she had resigned;
- (d) A payment from Presbytery to the appropriate PCUSA body sufficient to cover, through the date of actual separation, the dues required to maintain the employee as a “Currently Protected Member” of the PCUSA Benefits Plan (if the employee was covered under the Plan at the time of termination).

All employees separating from Presbytery should return all office and other keys and Presbytery property, papers and funds for which the employee had been responsible or to which the employee had access with a short memorandum showing that these items have been accounted for. All passwords or other devices used as means of access by the employee to Presbytery accounts or systems shall be provided in writing to the Presbytery office prior to separation.

12.3.2 If a position was eliminated in a reduction of force and is subsequently reinstated (or a similar position calling for similar qualifications is created) within two years of the date the position was eliminated, the employee who held the position immediately prior to the reduction of force will be given the first opportunity for employment in the reinstated or newly created position. If such employee accepts such opportunity within a month of being it being offered, the employee will be credited with all prior accumulated service for purposes of calculating benefit eligibility.

### 13.0 COMPLAINTS AND GRIEVANCES

#### 13.1 General Statement and Pertinent Policies

Presbytery aims to maintain a good working relationship with its staff. Therefore, in order to encourage the prompt resolution of any problems, it has established the following procedures:

- (a) An employee who has a complaint about any matter related to employment with Presbytery may personally take the complaint to the Executive Presbyter, or in the alternative to the Personnel Committee, for discussion and resolution.
- (b) Such action shall not result in reprisal, recrimination or discrimination of any sort, regardless of outcome; and
- (c) The employee has the right to select an advocate to be with him or her. Any advocate shall serve without expense to the Presbytery, and has no authority to go beyond helping present the employee's complaint.

If preliminary efforts to resolve a complaint have failed, the employee may file a written grievance with the Stated Clerk for the record within fifteen working days of the day when the cause of the complaint occurred or came to the employee's attention. If such is not done, the grievance shall be considered to have been settled to the employee's satisfaction, and hence need not be given further attention. If an acceptable solution is reached after the filing of a written grievance, the Executive Presbyter shall prepare a written statement of the solution, to be signed by all participating in the process of resolving the grievance, with copies thereof to be distributed to the Stated Clerk and all others concerned, and the grievance file shall be closed. If, without reasonable excuse, an employee fails to appear at the time and place mutually agreed upon for any discussion of a grievance, the grievance may be considered to have been abandoned.

#### 13.2 Written Records

At each step of the complaint and grievance procedure, a written record of all meetings shall be made. A confidential file shall be created promptly by the Executive Presbyter which shall contain all material pertinent to the grievance. Any letter from the Executive Presbyter or on behalf of the Personnel Committee, informing the employee of a decision, shall contain provision for its acceptance or rejection by the employee. Each document to be included in the confidential file shall be dated and signed by its originator. Except for any confidential notes or minutes of discussions of the grievance at which the employee was not present, the contents of the employee confidential grievance file may be inspected by the employee, who shall not remove or destroy any of such contents.

#### 13.3 Dispute Resolution After Grievance

If a grievance cannot be resolved through the foregoing procedure, either the employee or the Presbytery may select another means for resolving the dispute,

including any suitable form of arbitration, according to the procedures customarily used for such means of resolution.

#### 14.0 OTHER POLICIES AND PROCEDURES

The Presbytery (and the Synod and Presbyterian Church (USA)) may have other policies, such as its Sexual Misconduct Policy, and procedures related to them, that may impact employees and consultants, and require or facilitate reporting procedures that are not contained or referenced in this Manual. All employees and consultants are encouraged to seek out and familiarize themselves with such policies and procedures as time is available to them for that purpose.

Approved by Presbytery 9/17/05

**APPENDIX A**

**ANNUAL CONFLICT OF INTEREST STATEMENT  
FOR EMPLOYEES**

I have reviewed my personal situation in the light of my obligation to the Presbytery of Southern New England to avoid any conflict of interest. I appreciate and understand the seriousness and importance of this matter and find:

- ( ) No area of potential conflict of interest.
- ( ) No area of potential conflict of interest except the following possibilities:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_