

PERSONNEL POLICIES

Presbytery of Des Moines

INTRODUCTION

These policies do not constitute a contract. Their terms are implemented in accordance with the *Constitution* of the Presbyterian Church (U.S.A.). Calls to Ministers of Word and Sacrament are contractual and may only be changed in consultation with the Presbytery.

These policies may be withdrawn or changed at any time without notice by actions of the Presbytery of Des Moines upon recommendation of the Personnel Committee. A decision of the Presbytery on the interpretation or application of these policies shall be final and binding on all employees. All previous policies and procedures, to the extent that they are inconsistent with this document, are hereby revoked.

Staff members may resign their employment at any time and for any reason, and the Presbytery reserves the same right regarding the discontinuation of an individual's employment.

THEOLOGY OF EMPLOYMENT

The Presbytery of Des Moines, a governing body of the Presbyterian Church (U.S.A.), is a community of faith called into being by God's grace in Jesus Christ, "...*known by its convictions as well by its actions.*" (G-2.100b)

The Presbytery's personnel system is designed to reflect the continuing mission concerns of the Presbytery, including program and budgetary decisions.

SCOPE AND APPLICATION OF THE PERSONNEL POLICIES

The personnel policies are established by the Presbytery with regard to all staff including those employed by the Presbytery, elected officials and volunteer staff members. The Presbytery commends these policies to its congregations.

DEVELOPMENT AND ADMINISTRATION OF PERSONNEL POLICIES AND PROCEDURES

The Presbytery is responsible to provide for:

- **Equal Employment Opportunity:** An employment plan consistent with the principles of inclusiveness of the Presbyterian Church (U.S.A.).
- **Compensation:** To develop and administer a process of job classification and compensation.
- **Reimbursement of Expenses:** To develop and administer a process for the reimbursement of staff related expenses.
- **Continuing Education:** To develop and administer a process of continuing education consonant with the needs of the Presbytery, and the career goals of the employee.
- **Benefits:** To provide employee benefits consonant with the goals and financial capacity of the Presbytery.
- **Staff Concerns and Problems:** To establish and administer a procedure for resolving job related problems.

- **Distribution:** To provide to each employed and elected staff members a copy of the Presbytery's personnel policies, and to provide guidelines for all volunteers.

1. **BASIC POLICIES:**

1.1 **Inclusiveness:** The Presbytery resolves to be an employer consistent with the principles of the Presbyterian Church (U.S.A.).

1.2 **Drug and Alcohol Dependency:** The Presbytery recognizes that alcoholism and other drug dependencies are a significant problem with a potential for causing severe effects to the Presbytery's work force. Staff members are expected to perform their jobs efficiently, safely and in a professional business like manner. Therefore, it is the Presbytery's intent to provide a drug-free, smoke-free, healthful, safe and secure work environment.

1.3 **Sexual Harassment:**

1.3.1 The Presbytery strongly condemns discrimination based upon sex, including sexual harassment. Such conduct is against the law and will not be tolerated in any form, by any person.

1.3.2 All sexually harassing conduct in the workplace, whether committed by supervisory or non-supervisory personnel, is prohibited. Such conduct includes:

a. Making unwelcome sexual advances or request for sexual favors or other verbal or physical contact of a secular nature, a condition of an employee's obtaining employment, or their continuing said employment; or

b. Making submission to or rejecting of such conduct the basis for employment decisions affecting the employee; or

c. Creating an intimidating, hostile or offensive work environment by such conduct. This prohibited conduct includes, but is not limited to, unwelcome sexual flirtations; advances or propositions; verbal abuse of a sexual nature; graphic verbal comments about an individual's body; sexually degrading words; and the display in the workplace of sexually suggestive objects or pictures.

1.3.3 Staff members who believe that they have been the subjects of sexual harassment should report the alleged act immediately to their supervisor. If they do not feel comfortable talking to the individual supervisor, they may speak with any executive or administrative staff person, the Moderator of the Presbytery's Personnel Committee, or the Moderator of the Presbytery's Sexual Misconduct Response Team.

1.3.4 Any staff members who have been found by the Presbytery, after appropriate investigation, to have sexually harassed another employee, will be subject to appropriate sanctions, depending upon the circumstances, from a warning in his or her personnel file up to and including termination.

1.4 Other Types of Harassment:

1.4.1 The Presbytery prohibits harassment in any form by its staff members based on factors of race, color, religion, national origin, sexual orientation, age or disability.

1.4.2 Harassment is defined as verbal or physical conduct which is insulting or intimidating, has the effect of interfering with an individual's work performance, or creates an intimidating, hostile or offensive work environment.

1.4.3 It shall be the responsibility of each staff member to maintain an environment which is free from such harassment and to report incidents of conduct which he or she believes to constitute such harassment.

1.4.4 Staff members who believe they have been the subjects of harassment described in Section 1.5.2 should report the alleged act immediately to their supervisor. If they do not feel comfortable talking to the individual supervisor, they may speak with any executive or administrative staff person, the Moderator of the Presbytery's Personnel Committee, or the Moderator of the Presbytery's Sexual Misconduct Response Team.

1.4.5 Any staff member who has been found by the Presbytery, after appropriate investigation, to have harassed another employee, agent of any other governing body, or volunteer, will be subject to appropriate sanctions, depending upon the circumstances, from a warning in his or her personnel file up to and including termination.

1.5 Conflict of Interest:

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

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

1.5.3 Full-time employees who hold other paid positions should ensure that such outside employment will not interfere with their performance of their duties or produce a conflict of interest in the pursuit of those duties. Any question regarding this should be reviewed with their supervisor.

1.5.4 All employees shall avoid even the appearance of conflict of interest, special interest, or any other inappropriate conduct. If an employee discovers that he or she may be in a position of conflict, he or she shall immediately report this conflict to his or her supervisor.

1.6 Confidentiality and Security of Presbytery Records

1.6.1 It is the policy of the Presbytery that employees are required to protect organizational records entrusted to them or accessible to them against unauthorized access, loss, or destruction. These records include all written and/or computerized information produced by and for the Presbytery.

1.6.2 Employees may be assigned records or computer accounts identified by their personal names; however, the documents and information produced or stored in these and all records and accounts remain the property of the Presbytery.

2. **EMPLOYMENT CATEGORIES AND TERMS:**

2.1 **Executive and Administrative Staff:** Executive and administrative staff are elected by the Presbytery for an indefinite term in accordance with the provisions of the *Form of Government* and in accordance with guidelines adopted by the Presbytery.

In addition to an annual personnel review there shall be a comprehensive review at least every five years.

2.2 **Program Staff:** Program staff are hired by the Personnel Committee in consultation with the committee, task force or task group for which the program staff person might work, for an indefinite term, and are confirmed by the Presbytery. In addition to an annual review there shall be a comprehensive review at least every five years.

2.3 **Support Staff:** Support staff are hired for an indefinite term by the General Presbyter when authorized to fill the position by the Personnel Committee. There shall be an annual personnel review of all support staff persons.

2.4 **Part-Time Employees:** Employees hired on a part-time basis will be subject to the same general conditions and expectations as full-time employees. Length of service benefits will be calculated on a pro-rata basis. Holidays will apply in accordance with their regular work schedule.

2.5 **Volunteer Staff:** Volunteer employees will be subject to the same general conditions and expectations as full-time employees. Holidays will apply in accordance with their regular work schedule.

3. **POSITION DESCRIPTIONS:**

All positions will be described in a position description, which shall be reviewed periodically.

4. **INITIAL EVALUATION PERIOD:**

4.1 Support staff shall be employed for an initial evaluation period of three months. Executive, administrative, and program staff shall be employed for an initial evaluation period of six months. During this period the employee may be terminated if it is

determined by the supervisor that work performance or the relationship between the employee and the employer will not develop satisfactorily.

4.2 At the end of the initial evaluation period, a review will be held and a written copy placed in the personnel file.

5. CREDITED SERVICE:

For the Presbytery of Des Moines, an employee's total credited service for the purposes of the implementation of personnel policies shall include service on the staff of any Presbyterian Church (U.S.A.) governing body (or its predecessor), or service with a denomination with which the Presbyterian Church (U.S.A.) is in correspondence, or ecumenical body if that service is authorized by an agency or governing body of the Presbyterian Church (U.S.A.). Such crediting of service will be irrespective of any break of service with Presbyterian Church (U.S.A.) governing bodies (or their predecessors).

However, for purposes of salary administration, the employment anniversary date is the date of their transfer to, promotion from within, or employment by the Presbytery.

6. WORKING HOURS:

6.1 The Presbytery observes a forty (40) hour work week, not including lunch periods, for full-time non-exempt staff. The work week begins at 12:01 a.m. Sunday and ends at 12:00 midnight Saturday.

6.2 The Presbytery observes a five-day work week for exempt staff.

7. SALARY ADMINISTRATION:

7.1 Salaries for executive, administrative and program staff positions will be determined on the basis of uniform factoring. Initial placement within a salary range should reflect a judgment of the qualifications and experience of the person relative to the position requirements. An employee will normally start at a salary no higher than the mid-point range for which he or she is employed.

7.2 Wages for support positions will be determined on the basis of a classification system that is consistent with systems used in areas where the person is employed.

7.3 Salary ranges and wage scales will be reviewed annually in light of changes in the Consumer Price Index.

7.4 Ordinarily, any salary adjustments will be effective January 1 of each year.

7.5 The Presbytery seeks to equalize, as nearly as possible, the compensation of ordained clergy and non-ordained executive, administrative, and program staff necessitated by the advantages tax law provides in exempting housing allowances from the taxable income of clergy. For each eligible staff person the Presbytery shall purchase a non-forfeitable annuity, using an amount comparable to the tax saving represented by the housing allowance modified by the Social Security payments made on behalf of non-ordained employees.

7.6 All honoraria received having to do directly with the work of the Presbytery shall be turned in to the Presbytery. Honoraria received for services not related to the position description may be retained by the staff person.

8. BENEFITS:

8.1 **Social Security:** The employee's share is withheld from the wages of non-ordained staff. Ministers of the Word and Sacrament are considered self-employed for Social Security purposes and are responsible for the payment of their self-employment contributions.

8.2 **Benefits Plan:** Employees who are ministers of the Word and Sacrament will be enrolled in the benefits plan of the Presbyterian Church (U.S.A.). Other employees will have the option of participation in the Benefits Plan of the Presbyterian Church (U.S.A.), or in an alternative benefits arrangement. The Presbytery will pay the dues for the Benefits Plan, or an equal amount for an alternative benefits arrangement.

8.3 **Workers' Compensation:** Workers' Compensation Insurance is provided to all employees according to the provisions of Iowa law.

8.4 **On-the-Job Travel Accident Insurance:** An employee's personal accident insurance is considered the primary insurance for on-the-job travel. The Presbytery's policy will be considered secondary.

8.5 **Unemployment Insurance:** Presbytery employees are excluded from unemployment compensation insurance pursuant to Iowa statute.

8.6 **Moving Expenses:** Moving expenses will be negotiated at the time of employment.

8.7 **Housing Loans:** Executive, administrative and program staff may be given assistance in the purchase of a home through a loan by the Synod of Lakes and Prairies through a second mortgage or a bridge loan in accordance with guidelines established by the Synod.

8.8 Holidays

8.8.1 There shall be eleven paid holidays per year: New Year's Day, Martin Luther King, Jr. Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Day after Thanksgiving, Christmas Day, and two other days to be designated by the General Presbyter at the beginning of each year.

8.8.2 When a holiday falls on a Saturday, Sunday, or regular day off, it will be observed as a holiday on the nearest working day before or after the holiday.

9. VACATION WITH PAY

9.1 A vacation with pay is provided for all regular employees. Vacations are not cumulative. Earned vacation days not used in the calendar year will be forfeited, except when special provision has been made by the General Presbyter, or the Personnel Committee in the case of the General Presbyter.

9.2 Full-time executive, administrative and program staff are entitled to four weeks (24 working days) vacation per calendar year. Full-time support staff, following their initial evaluation period, are entitled to an annual vacation computed according to the following:

employment less than one year	10 working days, pro-rated beginning the first full year through
the fourth year	10 working days per year beginning the fifth year through the
ninth year	15 working days per year beginning the tenth year 22 working days per year

In the twenty-sixth year of credited service (*Section 5*) and annually thereafter, all staff will be granted twenty-seven working days of annual vacation.

9.3 Ordinarily, vacation should be taken in blocks of time whenever possible.

9.4 Specific vacation dates shall be determined in advance in consultation with the employee's supervisor.

10. **LEAVE WITH PAY**

10.1 **Military Leave:** Time off for Military Reserve duty as required by law shall be allowed.

10.2 **Marriage:** Up to three days shall be granted to an employee who has been employed by the Presbytery for at least one year for that employee's marriage.

10.3 **Jury Duty:** Time off for jury service shall be allowed. For up to a maximum of two weeks per year the Presbytery will pay the difference between the individual's normal and customary pay less whatever the individual receives for jury duty.

10.4 **Parental Family Leave:**

10.4.1 Parental leave should normally be requested of the supervisor, and approved by the General Presbyter or the Moderator of the Personnel Committee, by the employee at least one month in advance of the expected arrival of the child. The request should specify the amount of leave time desired, for a maximum of three months, which may include time before or after the expected birth or adoption of the child. If both parents are on the Presbytery payroll, only one parental leave may be granted. However, leave may be shared by the two parents.

10.4.2 The employee will be compensated at the rate of 60% of his or her monthly pay rate according to the following schedule:

employment less than one year	no paid leave
beginning the first year	one month
beginning the second year	two months

beginning the third year and thereafter three months

Benefit coverage (except vacation, and sick leave accrual) and credited service will continue during the entire leave with the cost of benefits being paid by the Presbytery. Any salary increase action for which the employee may become eligible in the course of the leave will be effective upon return to employment.

10.4.3 Upon completion of parental leave, the employee will be entitled to return to his or her position if not eliminated due to a reduction in force, in which case the provisions of *Section 15* would apply. The position will not be filled during the leave except on a temporary basis.

10.5 Health and Medical Leave: Employees are entitled to up to ten working days of sick leave each calendar year, cumulative up to ninety days. Health and Medical leave during the first year of employment will be pro rated according to length of employment. At the time of termination of employment (either voluntary or involuntary) an employee shall have no claim for pay in lieu of unused sick leave.

10.6 Emergency Leave: A maximum of five days per year shall be allowed for emergency leave arising out of the death of an immediate member of the family. In the event of serious illness or other emergency related to an immediate member of the family, such leave may be allowed by the General Presbyter of the Moderator of the Personnel Committee.

11. LEAVE WITHOUT PAY

Employees may be granted leave without pay, for example: jury duty beyond two weeks and excess parental leave. Benefits defined in *Section 8* may be continued at the employee's own expense, but paid leave benefits, e.g. vacation, sick leave or holidays will not accrue during this period. The leave is subject to the approval of the Personnel Committee upon recommendation of the General Presbyter.

12. CONTINUING EDUCATION

12.1 Continuing education benefiting the employee and the Presbytery shall be encouraged. Employees are to submit plans for continuing education to their supervisor for consideration. Such leave is solely at the discretion of the Presbytery Personnel Committee.

12.2 Annual study leave with pay and assistance for expenses for continuing education may be granted by the General Presbyter according to the following schedule: for executive, administrative, and program staff – up to two weeks; for support staff, up to one week. With the approval of the General Presbyter, study leave may be accumulated up to six weeks for executive, administrative and program staff, and up to two weeks for support staff. In the case of the General Presbyter approval shall be by the Personnel Committee.

12.3 After five years of continuous employment by the Presbytery, executive, administrative and program staff may apply to their supervisor and the Personnel Committee for an extended study leave with full pay up to a three month period. Such application will

include a written plan of study, with clearly defined goals. If granted, the extended study leave may be combined with earned vacation within a particular year.

12.4 After completion of an extended study leave a written report will be required.

13. PROCEDURES FOR ADDRESSING EMPLOYEE CONCERNS AND PROBLEMS

The Presbytery shall provide a procedure for attempting to resolve job related problems.

14. UNSATISFACTORY PERFORMANCE AND INVOLUNTARY TERMINATION

14.1 Occasionally, an employee's behavior or work performance is unsatisfactory. When this arises, normally the employee's supervisor will meet with the employee in an effort to improve the unsatisfactory behavior or performance. However, the Presbytery reserves the sole right to determine whether disciplinary action should occur and the nature and extent of the discipline to be imposed. This process may include verbal warning(s), suspension or termination, all in the sole discretion of the Presbytery. In this connection, the Presbytery reserves the right to bypass one or more of the options set forth above. While it is not possible to list every type of behavior that might be deemed a problem, the following list includes examples of behavior which may result in discipline up to and including termination:

Unsatisfactory performance, insubordination, neglect in the care and use of Presbytery property and funds, unexcused absence and/or repeated tardiness, moral turpitude, violation of Presbytery personnel policies, falsification of timekeeping records, reporting to work under the influence of alcohol or drugs, threatening violence in the workplace, sexual or other unlawful harassment, possession, distribution, sale, transfer or use of alcohol or illegal drugs in the workplace.

The examples cited above are for illustration only and shall not be considered as comprehensive or limiting the Presbytery's right to administer discipline in its sole discretion.

14.2 In the event of involuntary separation, the General Presbyter, in consultation with and upon approval of the Personnel Committee, will terminate any program or support staff employee. Notification of termination will be thirty calendar days for program staff and fourteen calendar days for support staff. Pay in lieu of notice may be given.

14.3 In the event of the involuntary separation of the executive or administrative staff of the Presbytery the implementation of the procedures contained in Section G-9.0700 of the *Book of Order* will lodge with the Personnel Committee. Notification of termination will be ninety calendar days, or until other employment is secured, whichever is shorter.

15. REDUCTION IN FORCE

15.1 Reduction in force, because of the discontinuance of a project or retrenchment in budget or for other circumstances arising out of no fault of the employee, is at the sole discretion of the Presbytery.

15.2 Written notice of such reduction will come from the Presbytery Moderator after consultation with the Personnel Committee. At least six months notice shall be given. Should reemployment take place before the expiration of the notice period, salary payment will continue, offset by any pay received by the employee during this period.

15.3 When notice is given, severance allowance will be given in relation to length of service with the Presbytery as follows:

less than one year of service	two weeks
one year but less than four	four weeks
four years but less than five	six weeks
five or more years	eight weeks plus a week's salary for each year over five years to a maximum of twelve weeks

15.4 Pay in lieu of six-months notice may be given if so determined by the Presbytery. Normally severance allowance will not be granted to an employee who receives pay in lieu of the six-month notice. Vacation time accrued shall be honored with time or pay at the time of severance.

16. VOLUNTARY TERMINATION OF EMPLOYMENT

16.1 Employees wishing to terminate their employment with the Presbytery should submit a written resignation to their supervisor, indicating the reason for terminating employment as well as the last day he or she expects to work.

16.2 A minimum of thirty calendar days notice is requested of executive, administrative and program staff, and fourteen calendar days notice of support staff.

16.3 The supervisor upon receipt of a resignation, in consultation with the Presbytery Personnel Committee Moderator, should arrange for an exit interview with the employee, placing in that person's personnel file the resignation letter and a summary of the exit interview. This interview shall take place before the employee's completion of service.

16.4 In the instance of the resignation of the General Presbyter, the resignation letter shall be submitted to the Moderator of the Presbytery, with a copy to the Moderator of the Personnel Committee. The Personnel Committee, in consultation with the Presbytery Moderator, is responsible for the exit interview.

16.5 Pay will be granted for accrued vacation if notice is given.

17. DISABILITY

Disability is considered to be a temporary separation due to mental or physical inability to function on the job. The decision to recommend a disability leave shall be made by the Personnel Committee in consultation with the General Presbyter or, in the case of the General Presbyter, the Synod Executive. It shall be based upon the recommendation of a physician, or physicians, and subject to approval by the Presbytery.

18. DEATH IN SERVICE

When the death of a member of the Presbytery staff occurs, the spouse, or dependents, shall receive a separation allowance. The amount shall be equivalent to the salary (including any housing allowance) of the deceased for thirty days from the time of death.

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