

PERSONNEL POLICY
UNITED CHURCH OF CHAPEL HILL

November 2018

(In May 2018, Council approved the indicated changes, or delegated their authority for clarification to the Personnel Committee.)

Table of Contents

ARTICLE I. GENERAL PROVISIONS

- Section 1. Commitment to Fair Treatment
- Section 2. Personnel Committee and Pastor Relations Committee
- Section 3. Employee Classifications

ARTICLE II. COMPENSATION AND PERFORMANCE EVALUATION

- Section 1. Oversight and Maintenance
- Section 2. Probationary Period
- Section 3. Performance Evaluation
- Section 4. Timing of Changes in Compensation
- Section 5. Overtime
- Section 6. Payroll Deductions
- Section 7. Pay Periods

ARTICLE III. RECRUITMENT AND EMPLOYMENT

- Section 1. Commitment to Equal Employment Opportunity
- Section 2. Filling New Positions and Vacancies:
- Section 3. Recruitment
- Section 4. Selection.
- Section 5. Immigration Reform and Control Compliance

ARTICLE IV. CONDITIONS OF EMPLOYMENT

- Section 1. Employment at Will
- Section 2. Work Schedule
- Section 3. Priority for Full-Time Employees of UCCH Work Over Other Employment
- Section 4. Sexual Harassment and Exploitation
- Section 5. Safety
- Section 6. Prohibition of Alcohol, Drugs, and Non-Prescribed Controlled Substances.
- Section 7: Tobacco Use.

Section 8. Prohibition on Use of UCCH Facilities or Membership Information for an Employee's Partisan Political Activities

Section 9. Media Communications

Section 10. Solicitation of Employees

Section 11. Adverse Weather or Similar Exigencies

Section 12. Intellectual Property

ARTICLE V. EMPLOYEE BENEFITS

Section 1. Health Insurance

Section 2. Workers' Compensation

ARTICLE VI. HOLIDAY AND LEAVES OF ABSENCE

Section 1. Policy

Section 2. Annual Holidays

Section 3. Vacation Leave

Section 4. Sick and Personal Leave

Section 5. Bereavement and Funeral Leave

Section 6. Parental Leave

Section 7. Leave of Absence without Pay

Section 8. Workers' Compensation Leave

Section 9. Military Leave

Section 10. Jury Duty

ARTICLE VII. INVOLUNTARY TERMINATION OF EMPLOYMENT

Section 1. Employment at Will for All UCCH Employees Except the Senior Pastor(s).

Section 2. Senior Pastor(s).

ARTICLE VIII. MINIMUM EXPECTATIONS FOR EMPLOYEE PERFORMANCE

ARTICLE IX. PROBLEM RESOLUTION

Section 1. Addressing Employee Concerns

Section 2. Respect for Free Expression

Section 3. Process.

Section 4. Process of Addressing Failure to Meet Conditions of Employment

ARTICLE X. PERSONNEL RECORDS AND REPORTS

Section 1. Personnel Records Location

Section 2. Furnishing of Personnel Information

Section 3. Organization of Personnel Files

Section 4. Retention of Personnel Files

Section 5. Employee's Duty to Notify of Changes in Contact Information

Section 6. Electronic Communication

ARTICLE I. GENERAL PROVISIONS

Section 1. Commitment to Fair Treatment

UCCH intends to treat all employees fairly, including with regard to salary and benefits, working conditions, job duties, and promotions, in accordance with Article V of UCCH's Bylaws.

Section 2. Personnel Committee and Pastor Relations Committee

The Council has responsibility over hiring matters and forms the Personnel Committee and Pastor Relations Committee ("PRC").

A. Personnel Committee

1. **Chair, Composition, and Terms.** UCCH's Assistant Moderator shall chair the Personnel Committee, serving on it alongside six other members of UCCH and the Senior Pastor(s) (ex officio, with vote). The Senior Pastor(s) and Moderators jointly nominate the other members of the Personnel Committee for Council approval. Each of these Council-approved committee members shall serve a three-year staggered term, with two new members joining each year. The Assistant Moderator may appoint a clerk or temporary chair to the committee, as needed.
2. **Responsibilities.**
 - a. **Personnel Budget.** The Personnel Committee shall assist the Council in preparing an annual personnel budget for approval in consideration of the total Church Budget.
 - b. **Personnel Policies.** The Personnel Committee shall establish, review, and as necessary, propose revisions of personnel policies to Council for approval. The Personnel Committee is responsible for ensuring that all personnel policies are applied fairly and consistently. The Personnel Committee also shall be involved with personnel policy administration and providing input as needed on personnel-related matters.

B. Pastor Relations Committee.

1. **Chair, Composition, and Terms.** UCCH's Assistant Moderator shall chair the Pastor Relations Committee, serving on it alongside four other members of UCCH and the Senior Pastor(s). The Senior Pastor(s) and Moderators jointly nominate the other members of the Pastor Relations Committee for Council approval. Each of these Council-approved committee members shall serve a four-year staggered term, with one new member joining each year.
2. **Responsibilities.** The Pastor Relations Committee works to maintain an open and healthy relationship between the Sr. Pastor(s) and the members of the congregation. The Pastor Relations Committee shall make recommendations to the Personnel Committee regarding the compensation package(s) for the Senior Pastor(s) and shall annually evaluate the Sr. Pastor(s) in accordance with Article II, section 3 below. The duties are informed, but not governed by the "Pastoral Relations Committee" published by the national UCC office.

Section 3. Employee Classifications

- A. **Source.** UCCH employs various types of employees. Which type depends for each employee on his or her Letter of Agreement (and, if applicable, terms of call). This Personnel Policy cannot alter an employee's classification.
- B. **List.** The Business Manager shall maintain a list of employee classifications for all positions on behalf of the Personnel Committee.
- C. **Definitions.** This Personnel Policy uses the employee classifications defined below.
1. **Ordained Employees** are employees who hold ordained ministerial standing for word and sacrament recognized by the United Church of Christ.
 2. **Senior Pastor(s).** The Senior Pastor(s) is/are the head(s) of staff. Thus they have direct or indirect supervisory authority over all other UCCH employees, whether Ordained or non-ordained (including those who are authorized for ministry through license or commission), and thus all other employees report directly or indirectly to the Senior Pastor(s).
 3. **Full-Time Employees** are all employees regularly scheduled to work at least 35 hours or more per week for a full calendar year.
 4. **Part-Time Employees** are all employees regularly scheduled to work a minimum of 20 hours per week for a full calendar year who are not Full-Time Employees.
 5. **Part-Time Non-Benefit Employees** are employees regularly scheduled to work less than 20 hours per week for a full calendar year.
 6. **Temporary Employees** are employees whom UCCH hires to fulfill a temporary role, not to be continued beyond the agreed-upon event or set of tasks.
 7. **Non-Exempt FLSA Employees** are employees subject to the provisions of the Federal Fair Labor Standards Act (FLSA), which for example requires pay rate of time and a half for work performed in excess of 40 hours per week.
 8. **Exempt FLSA Employees** are employees exempt from the provisions of the Federal Fair Labor Standards Act and are not eligible for pay for time worked in excess of 40 hours per week.
 9. **Term Employees** are employees who work for less than a full 12 month per year as defined in the Letter of Agreement.

ARTICLE II. COMPENSATION AND PERFORMANCE EVALUATION

Section 1. Oversight and Maintenance

- A. **Personnel Committee Responsibilities.** The Personnel Committee shall be responsible for maintaining a compensation plan.
- B. **Principles.** UCCH shall seek to maintain an equitable compensation plan, reflecting at least (1) differences among employees in position status, duties, and responsibilities, (2) comparable compensation for comparable employment, (3) changes in the cost of living, (4) UCCH's financial conditions. Accordingly, at least once every five years, the Personnel Committee shall make comparative studies of

compensation for UCCH employees for the purpose of updating the Compensation Plan.

Section 2. Probationary Period

An employee's first three months of employment shall be probationary unless the employee's Letter of Agreement says otherwise. This time is an opportunity for both the employee and UCCH to determine whether the job is a good fit for both parties. The supervisor should communicate regularly with the employee regarding areas of success and outline concerns that may arise. During the probationary period, the supervisor and employee should meet regularly to discuss performance and job standards, and performance reviews should occur and be documented at 30, 45 and 60 days. At the end of the probationary period, the supervisor should conduct a final review, and if there are no concerns, issues, or deficiencies, the employee's probationary status shall end.

Section 3. Performance Evaluation

- A. **Senior Pastor(s).** The Pastor Relations Committee shall evaluate each Senior Pastor annually in accordance with: (1) the Letter of Agreement between the UCCH and the Senior Pastor; (2) the guidelines of the Southern Conference; and (3) the United Church of Christ Manual on the Ministry; and (4) mutually agreed-upon goals and objectives. The evaluation shall form part of the employee's personnel file.
- B. **Other Ordained Employees.** The supervising staff member shall evaluate each Ordained Employee, who is not a Senior Pastor, annually in accordance with: (1) the employee's Letter of Agreement with UCCH; (2) the guidelines of the Southern Conference; 3) the United Church of Christ Manual on the Ministry; and (4) mutually agreed-upon goals and objectives. To prepare for the evaluation, the supervising staff member shall solicit feedback from appropriate stakeholders (for example, boards, committees, or other key constituencies). The evaluation shall form part of the employee's personnel file.
- C. **Non-Ordained Employees.** The supervising staff member shall evaluate a non-ordained employee according to the employee's Letter of Agreement (if applicable), the written position description, the standards of his/her profession, and mutually agreed-upon goals and objectives. To prepare for the evaluation, the supervising staff member shall solicit feedback from appropriate stakeholders (for example, boards, committees, or other key constituencies). The evaluation shall form part of the employee's personnel file.

Section 4. Timing of Changes in Compensation

Approved changes in compensation shall take effect at the start of a calendar year unless the Church Council approves a change at a different time.

Section 5. Overtime

- A. **Overtime Work.** Supervisors may require UCCH employees to work overtime hours to serve important church needs. UCCH shall comply with the FLSA for non-exempt employees.

B. Non-Exempt Personnel

- 1. Workweek and Computation of Overtime Pay.** Because of UCCH's unique mission, the work week is not a traditional business week with hours worked contained in the 9am-5pm time frame. A UCCH work week, however, consists of 35 or more hours. UCCH work weeks begin on Sunday and end on Saturday. Employees may be required to work a variety of different hours during a work week. UCCH will pay Non-Exempt Employees a straight time rate for hours up to relevant position's limit under the FLSA. For hours beyond that limit, UCCH will pay the time-and-one-half rate. UCCH shall consider only hours actually worked to determine whether an employee is eligible for an overtime pay rate. UCCH will in particular not consider vacation, sick leave, or holidays.
- 2. Preference for Time Off (Comp-Time) Rather Than Overtime Pay.** For Non-Exempt employees, UCCH shall whenever practicable schedule time off, on an hour-for-hour basis within the applicable work period, rather than schedule overtime.

C. Exempt FLSA Employees. Exempt FLSA Employees (typically executive, administrative, or professional staff) shall not receive overtime pay.

Section 6. Payroll Deductions. UCCH shall make deductions from an employee's pay to the extent required by law.

Section 7. Pay Periods

UCCH shall issue paychecks on the last working day of each month.

ARTICLE III. RECRUITMENT AND EMPLOYMENT

Section 1. Commitment to Equal Employment Opportunity

UCCH shall not discriminate on the basis of age, physical appearance, race, ethnicity, gender, or sexual orientation.

Section 2. Filling New Positions and Vacancies:

Before UCCH offers any new employment position, the Church Council must (1) consider a detailed description of the position approved by the Personnel Committee, (2) approve the position, and (3) budget for it.

Section 3. Recruitment

A. Obligation to Publicize Personnel Needs. UCCH shall publicize its opportunities for employment, describing the opportunities and sharing information about qualifications, compensation, and hiring practices, including assurances of equal employment opportunity and compliance with applicable laws.

B. How to Publicize Personnel Needs. The Personnel Committee, after consulting the relevant supervising board(s), will determine how and where to publicize the

opportunities. In addition, when recruiting a Senior Pastor, UCCH will follow additional guidance in Article V, section 1 of UCCH's Bylaws.

C. Opportunity to Apply for Employment. UCCH shall give all interested persons opportunity to apply for vacant employment positions.

D. Application Reserve File: UCCH shall keep the applications it receives in an inactive reserve file for six months as required by Equal Employment Opportunity Commission. At the end of the six months, should there not be a position available or if the candidate does not meet the minimum qualifications of the position, UCCH will shred those applications.

Section 4. Selection.

UCCH shall choose a selection process that the Church Council determines best fits the particular employment position. Any committee or supervisor that oversees a function that the hired person would fulfill may participate in recruiting, screening, and interviewing applicants. The bases for evaluating candidates shall be education, skills, and experience required for the position. Each candidate is reviewed and assessed to fit the position description requirement specific to the role.

Section 5. Immigration Reform and Control Compliance

UCCH shall comply with federal immigration laws. UCCH shall not knowingly hire or continue to employ any person who cannot lawfully work in the United States. Moreover, UCCH shall hire only applicants who have verified their identity and authority to work in the United States.

ARTICLE IV. CONDITIONS OF EMPLOYMENT

Section 1. Employment at Will

North Carolina is an employment-at-will state. The term "employment-at-will" simply means that unless there is a specific law to protect employees or there is an employment contract providing otherwise, then an employer may discharge an employee at the will of the employer for any reason.

Section 2. Work Schedule

Each employee's supervisor or supervising board shall establish a work schedule for the employee based on the role the employee holds. The Business Manager shall keep each employee's work schedule up to date and on file in the Church office.

Section 3. Priority for Full-Time Employees of UCCH Work Over Other Employment

Full-Time Employees of UCCH must give priority to their UCCH work over other occupational interests. The Personnel Committee must approve in advance any outside employment for compensation and any self-employment. The Personnel Committee generally shall approve other employment unless such employment conflicts with the

employee's UCCH work or presents a conflict of interest. (This does not govern Part-Time Employees.)

Section 4. Sexual Harassment and Exploitation

All UCCH personnel shall comply with the Safe Conduct Policy. The Safe Conduct Policy is attached.

Section 5. Safety

UCCH shall engage its employees, officers, and members to maintain a safe work environment for all UCCH employees. The Church Council shares primary responsibility with the Ordained Personnel and the Personnel Committee for establishing safe work procedures at UCCH and providing necessary safety training programs. Employees shall, as a condition of employment, follow all prescribed safety policies and procedures and attend required safety training programs.

Section 6. Prohibition of Alcohol, Drugs, and Non-Prescribed Controlled Substances.

UCCH prohibits use, possession, or distribution of alcohol, drugs, and non-prescribed controlled substances in the workplace. Violation of this prohibition is grounds for immediate termination of employment.

Section 7: Tobacco Use.

UCCH is an entirely tobacco-free facility and campus. UCCH forbids use of tobacco products inside the building or anywhere on the campus.

Section 8. Prohibition on Use of UCCH Facilities or Membership Information for an Employee's Partisan Political Activities

UCCH employees may participate in political organizations but shall not (1) engage in partisan political campaigning as a representative of UCCH or (2) use, or make available for use, UCCH facilities or membership information for partisan political activities.

Section 9. Media Communications

UCCH personnel shall direct media requests for information concerning UCCH to either the Senior Pastor(s) or the Moderator.

Section 10. Solicitation of Employees

UCCH prohibits solicitation for clubs, organizations, charities, and similar organizations [by and] among its employees. UCCH shall not require any employee to participate in or contribute to clubs, organizations, charities, and similar organizations.

Section 11. Adverse Weather or Similar Exigencies

The Senior Pastor(s) shall either individually or jointly determine whether adverse weather or similar exigencies require closure of church facilities. Employees are encouraged to work irrespective of whether the UCCH building is open, but UCCH will pay all staff for hours missed due to inclement weather, if those hours cannot be made up, as determined by the Head of Staff,

Section 12. Intellectual Property

The intellectual property rights (copyright) of any work of art, poetry, prose, music, recording, photography, curriculum, or design created by an employee of UCCH while in the midst of his/her duties are retained by the church. Works created on the employee's own time and outside the scope of employment (as defined in the Position Description and Letter of Agreement) are owned by the employee, unless otherwise agreed to in advance.

ARTICLE V. EMPLOYEE BENEFITS

Section 1. Health Insurance

- A. **Availability.** UCCH shall offer a health insurance plan to every employee regularly scheduled, on a twelve-month basis, who works at least 20 hours per week. All Term employees (such as preschool teachers and nursery workers) have the option to join the plan but will pay 100% of premium cost.
- B. **Costs for Full-Time Employees and Their Families.** For full-time employees, UCCH shall pay the full cost of the United Church of Christ Pension Board Health Plan.
- C. **Costs for Part-Time Employees.** For part-time employees, UCCH shall pay a prorated portion of the cost of the United Church of Christ Pension Board Health Plan based on the employee's regularly scheduled weekly hours. (For example, for a half-time employee UCCH shall pay half of the cost.) This prorated portion may be paid for the United Church of Christ Pension Board Health plan or for an ACA plan.

Section 2. Workers' Compensation

- A. **UCCH's Commitment to Workers Compensation.** UCCH shall comply with North Carolina's Workers' Compensation Act.
- B. **Employee's Duty to Report Injuries.** A UCCH employee must immediately report to his or her supervisor any injury that arises out of the employment.
- C. **Filing Claims.** An injured employee who seeks compensation for the injury must comply with the Workers' Compensation Act. The Church office shall assist the employee if the employee requests assistance.

ARTICLE VI. HOLIDAY AND LEAVES OF ABSENCE

Section 1. Policy

As a church, we have a unique obligation in the observance of religious holidays and sacred services. Because of this, it is expected that employees will need to work during these times.

- A. **Ordained Employees.** UCCH shall provide vacation leave, sick leave, and holiday leave to an Ordained Employee in accordance with that employee's Letter of Agreement or terms of call.
- B. **Full-Time Employees.** UCCH shall provide vacation leave, sick leave, and holiday leave to Full-Time Employees as detailed below in Section 3. Individual exceptions shall be covered in the Letter of Agreement.
- C. **Part-Time Employees.** UCCH shall provide vacation leave, sick leave, and holiday leave to Part-Time Employees regularly scheduled to work at least 20 hours per week on a prorated basis.
- D. **Term-Employees.** UCCH shall provide vacation leave, sick leave, and holiday leave to term employees as enumerated in the employee's Letter or Memorandum of Agreement.

Section 2. Annual Holidays

- A. **Generally.** Generally, holidays for Full-Time and Part-Time Employees are:
 - 1. New Year's Day (January 1)
 - 2. Martin Luther King Day
 - 3. Easter Monday (Monday after Easter)
 - 4. Memorial Day (Last Monday in May)
 - 5. Independence Day (July 4)
 - 6. Labor Day (First Monday in September)
 - 7. Thanksgiving Day
 - 8. The Friday after Thanksgiving
 - 9. Christmas and a Related Day
- B. **Exceptions**
 - 1. If a holiday falls on Saturday, UCCH shall instead honor the preceding Friday as a holiday.
 - 2. Similarly, if a holiday falls on Sunday, UCCH shall instead honor the following Monday as a holiday.
 - 3. UCCH may require an employee to work on holidays. If so, the employee shall have the right to take equivalent time off within thirty days before or after the holiday and at a time approved by the employee's supervisor.

Section 3. Vacation Leave

- UCCH shall grant Full-Time Employees annual leave at a fixed rate (such as 1 hour earned per 26 hours worked for workers with less than 5 years at UCCH) based upon the following table. All other staff will receive vacation leave proportional to their average weekly work hours as compared to a 40-hour work week.

Years of Employment at UCCH	Hours per Month	Days Per Year
Less than 5	6.66	10
At least 5 but fewer than 10	10	15
At least 10 but fewer than 20	13.33	20
At least 20	16.66	25

Employees with Sunday duties are entitled to be paid for Sundays taken off equal to the number of days' vacation to which they are entitled.

Staff can carry up to one half of the vacation hours they earned in a given year into the following year. 6 An employee's final check will be adjusted to compensate them for unused vacation time.

Employees shall coordinate their use of vacation leave with their supervisor or the Pastor(s) to minimize interference with UCCH's normal operations.

Section 4. Sick and Personal Leave

UCCH shall grant all employees 1 hour of sick time per 26 hours worked (approximately 10 sick days per calendar year for full-time staff.) Up to 5 days of additional sick time can be negotiated at the discretion of the Head of Staff, or in the case of the Head of Staff, with the Personnel Committee. Up to 5 days of unused sick time can be carried over into the next calendar year.

Section 5. Bereavement and Funeral Leave

A. Bereavement Leave

1. **For Immediate Family Members.** UCCH shall grant up to five days of bereavement leave to an employee who experiences a death in the employee's immediate family. Immediate family means the employee's spouse, child (biological or adopted)/stepchild, parent/step-parent, brother/step-brother, and sister/step-sister.
 - a. The employee may use as Bereavement Leave any missed work days (up to 40 hours) that happen to fall within five consecutive calendar days of the death or funeral.
 - b. The employee may take off a maximum of five consecutive calendar days so long as one of the days included either the day of death or the day of the funeral.
2. **For Extended Family Members.** UCCH shall grant up to three days of bereavement leave to an employee who experiences a death in the employee's

extended family (grandparent, great-grandparent, grandchild, parent-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law or uncle/aunt).

- a. The employee may use as Bereavement Leave any missed work days (up to 24 hours) that happen to fall within three consecutive calendar days of the death or funeral.
- b. The employee may take off a maximum of three consecutive calendar days so long as one of the days included either the day of death or the day of the funeral.

B. Funeral Leave. UCCH shall grant funeral leave to an employee who experiences a death in the family with whom the employee resides, regardless of whether the deceased person is in the employee's immediate family as defined above.

Section 6. Parental Leave

A. Right to Twelve Workweeks of Parental Leave. UCCH shall grant Employees the right to take up to 12 workweeks of leave immediately before and after either (1) the birth of the employee's child or (2) placement of a child with the employee for adoption or foster care.

B. Paid Versus Unpaid Parental Leave. UCCH will provide six work weeks of paid leave for the birth or adoption of a child. Should the staff member wish to use the full twelve weeks allowed, the second six weeks will be granted as unpaid leave. If necessary, it will be up to the individual staff member to purchase his/her own short-term disability insurance to balance income during this time.

C. Health Insurance. If the Personnel Policy obligates UCCH to provide health insurance for an employee, UCCH shall continue to provide it to the same extent throughout the employee's Parental Leave.

Section 7. Leave of Absence without Pay

A. Availability. The Senior Pastor(s) shall seek approval of the Personnel Committee to grant to a Full-Time Employee or Part-Time Employee a Leave of Absence Without Pay for up to six months for a compelling reason, such as: personal disability; sickness or disability of a person in the employee's immediate family (as defined above in Article VI, section 5); and continuation of education.

B. Employee's Obligations.

1. **Application.** An employee who seeks a leave of absence must apply for it in writing to his or her supervisor.
2. **Cost of Health Insurance.** An employee on Leave of Absence Without Pay must pay the entire cost of the employee's health insurance for the leave period.
3. **Return to Work.** Before a Leave of Absence Without Pay ends, the employee must communicate with his or her supervisor regarding the return to work date. Failure to return to work on time counts as resignation by the employee unless the Senior Pastor(s) and Personnel Committee have previously granted an extension.

An employee who plans not to return to work should notify his or her supervisor at the earliest possible time.

- C. **UCCH's Obligations.** When an employee's Leave of Absence Without Pay ends, UCCH must return the employee to the same position that he or she held when the leave began or to one of similar classification, seniority, and pay.

Section 8. Workers' Compensation Leave

- A. **Regular Employees (Full-Time and Part-Time):** Regular employees who are absent from duty because of a sickness, disability or work-related illness/injury covered by the North Carolina Workers' Compensation Act shall, by notifying their immediate supervisor. All accrued time must be used before taking an unpaid leave or during the Workers' Compensation waiting period.
- B. **Temporary Employees.** If a temporary employee is absent from the expected work schedule because of a sickness, disability or work-related illness/injury covered by the North Carolina Workers' Compensation Act, UCCH shall promptly place that person on a Leave of Absence Without Pay status and receive Workers' Compensation Benefits.

Section 9. Military Leave

UCCH shall grant full-time employees who are members of an Armed Forces Reserve organization or National Guard up to ten workdays per calendar year for military leave with full pay. If military duty is required beyond the ten working days per year, UCCH shall, after the employee exhausts his or her vacation leave, place the employee on Leave Without Pay status.

UCCH shall reinstate, with full benefits, an employee called to extended active duty with the United States military if the employee:

- (1) does not volunteer for service beyond the call-up period; and
- (2) applies for reinstatement at UCCH within 90 days after the employee's release from military service; and
- (3) is either
 - (a) able to perform the duties of the former position or similar position; or
 - (b) unable to perform the duties of the former position or a similar position due to disability sustained as a result of the military service, but is able to perform the duties of another UCCH position—in which case UCCH shall employ the employee in that other position and provide the nearest approximation of the seniority, status, and pay which the employee otherwise would have been provided if available.

Section 10. Jury Duty

UCCH shall grant each employee paid leave for the time the employee spends absent from work on jury duty, regardless of all types of compensation or reimbursement the employee may receive for the jury duty. UCCH also shall count the time spent on jury duty as time worked for purposes of calculating benefits and leave.

ARTICLE VII. INVOLUNTARY TERMINATION OF EMPLOYMENT

Section 1. Employment at Will for All UCCH Employees Except the Senior Pastor(s). With the exception of the Senior Pastor(s), UCCH shall have only “employment at will” employees. North Carolina is an employment-at-will state. The term “employment-at-will” simply means that unless there is a specific law to protect employees or there is an employment contract providing otherwise, then an employer can treat its employees as it sees fit and the employer can discharge an employee at the will of the employer for any reason or no reason at all.

Section 2. Senior Pastor(s). UCCH shall address termination matters for the Senior Pastor(s) in UCCH’s letter of agreement with the Senior Pastor(s).

ARTICLE VIII. MINIMUM EXPECTATIONS FOR EMPLOYEE PERFORMANCE

Successful job performance is dependent on many factors, such as full understanding and commitment to job performance and behavioral expectations. UCCH works to ensure a successful employment relationship with the church and the employees. UCCH expects all employees to act and behave with respect and integrity. This includes but is not limited to satisfactory performance of duties and satisfactory personal conduct. Satisfactory performance of duties means performance that meets all the standards set by an employee’s Position Description and/or Letter of Agreement, the employee’s immediate supervisor and/or the Senior Pastor(s), the Personnel Committee, and the committee (if any) that has responsibility for the employee’s realm of work. Satisfactory personal conduct means behavior that complies with UCCH policies or rules and does not harm or endanger UCCH, persons, or property.

Examples of unsatisfactory job performance include:

- inefficiency, negligence, or incompetence in performing assigned job duties;
- careless, negligent, or improper use of UCCH property;
- discourteous treatment of others;
- absence without approved leave;
- improper use of leave privileges;
- insubordination;
- failure to complete work within time frames established by UCCH

Examples of unsatisfactory personal conduct include:

- brutality or immoral conduct;
- engagement in incompatible employment or pursuit of a conflict of interest;
- fraud or falsification of records, misuse of UCCH funds or negligence in handling UCCH funds;
- possession of unauthorized weapons;

- reporting to work under the influence of alcohol or unauthorized drugs, or partaking of such while on duty;
- violation of UCCH policies
- willful or wanton damage to or destruction of UCCH property.

ARTICLE IX. PROBLEM RESOLUTION

Section 1. Addressing Employee Concerns

UCCH encourages employees who have concerns about employment matters to communicate directly with their immediate supervisor in a timely manner. If the aforementioned approach does not resolve the concern, UCCH requires the employee to communicate with the Senior Pastor(s), who will work to resolve or mediate the concern

Section 2. Respect for Free Expression

UCCH shall respect an employee's right to respectfully express views about operations, procedures, and working conditions that affect the employee. UCCH shall expeditiously consider concerns that employees communicate to their supervisors or to relevant committees.

Section 3. Process.

Before UCCH involuntarily terminates an employee, the employee's supervisor shall consult and gain the consent of the Senior Pastor(s), after following the process of problem resolution enumerated below. In most cases, the Senior Pastor(s) will consult the Personnel Committee before terminating the employee.

Section 4. Process of Addressing Failure to Meet Conditions of Employment

Should a supervisor believe that an employee is failing to meet the conditions of employment, it is the supervisor's responsibility to address this issue verbally and follow up in writing with the employee and seek a resolution as soon as possible.

- A. The supervisor should then address the issue in the next regular formal supervisory session in terms that the employee understands and can fulfill. The supervisor should begin a written log of this issue and his/her communications with the employee, as well as providing summary documentation to the employee regarding inappropriate behaviors or unsatisfactory performance
- B. Once supervisory coaching has been provided and if the employee fails to show progress within the defined time-frame, corrective action will be outlined in writing with agreed upon steps for a solution. This document will be reviewed with the employee, included in corrective actions that the supervisor will take to aid in the resolution of the issue (e.g. training, changes in workload, etc.). Additionally, will outline prescribed suggestions for improvement from the supervisor. The corrective action document must be signed by both the employee (as an indication of receipt) and the supervisor. The employee will receive a copy of this document, and the original will be placed in the employee's personnel file.

- C. During the corrective action period the Supervisor will notify the Chair of the Personnel Committee and may, if appropriate, elect to consult with the Chair of the Board that employee is assigned to serve.
- D. If, after the agreed period of resolution significant progress has not occurred, the Supervisor shall issue a final warning to the employee, allowing a final 30 days to make corrections.
- E. If the employee still has not fulfilled the agreed upon steps to substantially resolve the problem within the 30 day probationary period, the supervisor may take elect to terminate using the UCCH Personnel Policies as a guide. Any act of termination must be shared with the Chair of the Personnel Committee prior to its execution. The Chair may elect to convene a special session of that committee to brief them of the pending action.
- F. Appeals: The employee may present an appeal to the Personnel Committee only after a final warning has been issued and not before the probationary period ends. That appeal must include a demonstration that the employee has taken substantial steps to respond to the supervisor's concerns as outlined in the initial warning.
- G. Upon receipt of the appeal the Personnel Committee shall convene a special session of its members to consider the appeal. Both the supervisor and the employee shall be given an opportunity to be heard. Within 72 hours after the conclusion of the appeal process, the Personnel Committee shall issue its finding and that finding shall be considered final.
- H. Special or Emergency circumstances
 - 1. Suspension:
 - a. If the Supervisor believes that the employee's continued service to the church may be detrimental to health, safety or reputation of the church or those it serves, the Supervisor may opt to suspend the employee (with pay) for a period of not less than 7 and no more than 30 days.
 - b. This suspension must involve a written letter given to the employee clearly establishing the terms and conditions of the suspension. A copy of this letter must be given to the Chair of the Personnel Committee and, if an oversight Board is involved, the chair of that board must be similarly notified.
 - c. Upon receipt of a copy of a suspension letter, the Chair of the Personnel Committee must convene at the earliest possible moment, a select committee involving the Senior Pastor(s), the Moderator, and the Chair of the Safe Conduct Committee. That committee will meet with the supervisor to consider the suspension and any necessary steps and conditions for return to work or termination.
 - 2. Immediate Termination
 - a. The existence of the UCCH Personnel Policies does not imply that a contract exists between the employee and UCCH.
 - b. Gross malfeasance, moral turpitude, commission of a felony or actions significantly threatening the reputation of the church may result in immediate termination of any employee.

ARTICLE X. PERSONNEL RECORDS AND REPORTS

Section 1. Personnel Records Location

The Senior Pastor(s), with the Business Manager, shall maintain and annually review all personnel records in the church office. UCCH shall limit access to personnel records to only the Senior Pastor(s), the employee's supervisor, the Business Manager, and the Chair of the Personnel Committee. In addition, however, each employee has a right to review his or her personnel file upon request. Such requests will be granted in the presence of either of the Senior Pastor(s). Employees may not remove anything from his/her personnel but have the right to have a copy of any document in the personnel file.

Section 2. Furnishing of Personnel Information

If an employee authorizes UCCH, in writing, to furnish information from the employee's personnel file to others, the Senior Pastor(s), the Business Manager, and/or the Chair of the Personnel Committee may do so. UCCH shall keep the written authorization as a permanent record in the employee's personnel file.

Section 3. Organization of Personnel Files

UCCH shall keep, at least, the following documents in each employee's personnel file:

- (1) a cover sheet that lists the entire contents of the file; and
- (2) any changes to the position description or letter of agreement.

Other documents in the file may include:

- a. all important documents received during the hiring and selection process (for example, application, resumes, references, I-9 forms, etc.);
- b. all documents used to make appropriate or requested payroll deductions;
- c. all documents generated during a person's employment which show leave, and performance, and other job-related situations;
- d. a signed and dated copy of the "Electronic Communication Guidelines for Personnel Matter" attached to this policy; and
- e. all correspondence or memorandums between employees and supervisors regarding employment, performance, or other job related decisions.

Section 4. Retention of Personnel Files

UCCH shall retain the personnel file of each former employee for seven years after the employment ends. UCCH may keep the file longer if a compelling reason exists to do so.

Section 5. Employee's Duty to Notify of Changes in Contact Information

All employees shall notify the Church office of any changes in name, address, telephone number, emergency information, and other information.

Section 6. Electronic Communication

UCCH has adopted guidelines for electronic communications originating by all employees concerning personnel matters. UCCH employees shall read and sign the guidelines upon employment and each annual review, and UCCH shall keep the signed document in the employee's personnel file.

ADDENDUM: ELECTRONIC COMMUNICATION GUIDELINE ON PERSONNEL MATTERS

Reviewed by Personnel committee 2014 and IWG 2015

A. Definition.

1. Electronic communication means all communication by electronic means, including for example email, social media, Internet postings, text messages, instant messages.
2. The contents of all electronic communication initiated by and associated with the title of a UCCH employee regarding personnel issues are the property of UCCH.

B. Consideration of Risks. UCCH employees should consider risks such as the following when they use electronic communication on behalf of UCCH matters:

- Employees should not expect privacy of their electronic communication. Such communication can be intercepted, read, stored, or retransmitted outside of UCCH's control. Both personal and church-related electronic communication is subject to being read by someone other than the intended recipient(s).
- UCCH cannot unconditionally and unequivocally delete electronic communication, and thus a possibility exists that others could discover such communication.
- Electronic communication is easily misinterpreted due to its limited ability to convey conversational nuances (e.g., humor, tonality).
- UCCH issued email addresses should be used only for UCCH related matters. Personal correspondence should be communicated separately by an employee's personal, non-UCCH email address.

C. Electronic Communication Regarding Personnel Matters. Because electronic communication poses risks and personnel matters are typically sensitive and confidential, UCCH employees and members should use extreme caution and judgment when deciding whether to use electronic communication for personnel matters. UCCH employees and members should err on the side of caution (not convenience) and generally favor in-person communication (face-to-face or phone) for personnel matters.

D. Examples.

1. Topics *not* appropriate for electronic communications include:
 - employee evaluation, input, and feedback among UCCH boards and committees that supervise church staff;
 - evaluation input and feedback between the Supervisor (or Supervising Committee) and employee being evaluated;
 - grievances among UCCH employees, among UCCH members, or between UCCH employees and members;
 - inappropriate messages or images;
 - confidential, personal information or issues; and urgent matters.
2. Appropriate topics for electronic communication include:
 - communicating and organizing UCCH programs and activities;
 - posting employment openings; and

- coordinating dates/times for staff evaluation meetings.

By signing this document, you acknowledge reading, understanding and agreeing to abide by the guidelines:

SIGNED BY: _____

Date: _____

[ADDENDUM 2 for Safe Conduct Policy]