



## PERSONNEL COVENANT AND PRACTICES

FOR

THE PRESBYTERY OF GENEVA

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## **GUIDELINES FOR PERSONNEL COVENANT AND PRACTICES**

### **FOR THE PRESBYTERY OF GENEVA of the PRESBYTERIAN CHURCH (USA)**

There shall be a Presbytery and Church-Employed Personnel Committee for the Presbytery of Geneva. The functions of the Committee shall be:

- a. To present nominations for all elected and appointed staff positions in the Presbytery (except for the Presbytery Executive which is otherwise provided for in the Form of government) to the Presbytery for approval.
- b. To serve as the Presbytery's Committee on Staff, and to be the primary unit responsible for:
  1. personnel policy
  2. personnel review and evaluation
  3. staff counseling
  4. review of staff compensation
- c. To encourage career development by Presbytery's personnel.
- d. To provide counsel and guidance to congregations and their personnel committees regarding personnel issues.

## **PREAMBLE: THE PHILOSOPHY OF THE PERSONNEL SYSTEM**

### **A. THE WORK OF THE PRESBYTERY**

- 01.1 The work of the Presbytery is to be understood within the context of the "mission" of the Church as defined by the Confession of 1967 and the Form of Government:

#### **THE CONFESSION**

- 01.2 In Jesus Christ God was reconciling the world to himself. Jesus Christ is God with humanity. He is the eternal Son of the Creator, who became human and lived among us to fulfill the work of reconciliation. He is present in the church by the power of the Holy Spirit to continue and complete his mission. This work of God, the Creator, Son, and Holy Spirit, is the foundation of all confessional statements about God, humanity and the world. Therefore, the church calls humanity to be reconciled to God and to one another...

## The Mission of the Church

- 01.3 To be reconciled to God is to be sent into the world as God's reconciling community. This community, the church universal, is entrusted with God's message of reconciliation and shares God's work of healing the enmities which separate humanity from God and from each other. Christ has called the church to this mission and given it the gift of the Holy Spirit.

### Confession of 1967 - Book of Confessions

- 01.4 The great ends of the Church are the proclamation of the gospel for the salvation of humanity; the shelter, nurture, and spiritual fellowship of the children of God; the maintenance of divine worship; the preservation of the truth; the promotion of social righteousness; and the exhibition of the Kingdom of Heaven to the world.

### Chapter III, Section 4 - Form of Government

- 01.5 A basic principle in the structure of the Presbyterian Church is that the governing bodies of the church have assigned responsibilities to enable the church to carry out its mission.
- 01.6 The Presbytery of Geneva shall provide staff to assist its General Council, committees, units and task forces, in the responsibility of the Presbytery for carrying out the mission of the whole church within its bounds.

## **B. A THEOLOGY OF EMPLOYMENT**

- 02.1 Implicit in Christian theology are certain basic assumptions about persons which should be taken into account in church employment practices if the Church is to be faithful to its best insight. Without such faithfulness, the Church will distort its witness. Through faithfulness it can serve to make the "life together" in work meaningful, productive and rewarding.
- 02.2 The basic assumptions are inherent in the central teachings of the Christian faith regarding the nature of persons. They are benchmarks which can guide the Church in its employment practices.
- 02.3 **PERSONS ARE CREATED IN THE IMAGE OF GOD.** God is the creator, therefore, the creativity of those made in God's image must be recognized and protected. A failure to allow this creativity denies God's creation and the continual creativity through persons.
- 02.4 **THE CENTRAL POINT OF THE CHRISTIAN GOSPEL IS THAT PERSONS ARE SET FREE TO ASSUME RESPONSIBILITY FOR THEMSELVES.** This means that in the acceptance of this freedom, a person finds worth and dignity. To deny the opportunity for exercise of this freedom is to deny the worth and dignity of the individual.
- 02.5 **PEOPLE ARE SINFUL.** This theological assumption recognizes the possibility that persons will misuse their own creativity and reject their freedom and responsibility. Since people relate to each other as individuals and through structures this corruptibility of people can find expression through individuals and through structures.
- 02.6 **LAW (RULES AND REGULATIONS) CANNOT RESTORE PERSONS TO A SENSE OF**

FREEDOM, RESPONSIBILITY, OR TO CREATIVE ACTIVITY. The Christian way is one of forgiveness, mutual personal concern, and supportive function, creativity and productivity in a system of mutual support and responsibility.

- 02.7 A COVENANT AGREEMENT IS THE PROPER EXPRESSION OF A MUTUALLY AGREED-UPON FUNCTIONAL ORDER IN RELATIONSHIPS. Employment is such an agreement in which two parties agree to function together in a certain way to achieve an agreed-upon objective purpose.
- 02.8 A COVENANT OF RELATIONSHIPS, WHETHER BETWEEN INDIVIDUALS OR BETWEEN A GROUP OF INDIVIDUALS, IS A DYNAMIC AND NOT A STATIC ONE. Rights, responsibilities and functions should be under constant review. To provide the flexibility necessary to create new covenant relationships based on the reality that people, conditions, and objectives do change.
- 02.9 The Presbytery in employing persons to carry on its part of the "work" of the Church, must recognize and incorporate into its particular personnel system these basic assumptions of faith.

## **I. THE STYLE OF THE PERSONNEL SYSTEM**

- 03.1 The basic style for the personnel system in the Presbytery is based on a commitment to using the full human resource potential available to the Presbytery. It reflects a personnel management style that is supportive in nature, seeking to secure and maintain cooperation of all staff who perform the functions of the Presbytery and its units. It is a style of shared rights, responsibilities, and accountability; a partnership style where both employer and employee acknowledge their respective rights and responsibilities.

### **A. EMPLOYER RIGHTS AND RESPONSIBILITIES**

- 03.2 1. Rights
- a. to establish basic work goals consonant with the purpose of the Presbyterian Church (USA) and the Synod of the Northeast and the Presbytery of Geneva.
  - b. to establish an overall structure designed to best accomplish the basic goals.
  - c. to establish and administer a personnel system which can meet the personnel needs of the structure.
  - d. to establish position descriptions and personnel qualifications for particular functions and determine who are qualified and/or qualifiable to perform such functions.  
and administer processes for compensation, career development, benefits, working conditions, promotions, transfers, dismissals, and other phases of employment.
  - f. to expect employees to be productive in their assigned functions.
  - g. to exercise suitable discipline.
- 03.3 2. Responsibilities
- a. to be faithful to the purpose of the governing body.

- b. to provide opportunity for employee participation in the development and administration of the personnel system, allowing adequate time during the regular working hours for such participation.
- c. to assure that policies and administration of the personnel system are consonant with the rights of the employees and are supportive of their career objectives.
- d. to provide equal opportunity for all employees in all aspects of every phase of the personnel system.
- e. to provide adequate and equitable compensation to employees.
- f. to assist the employees in meeting their career goals and objectives.
- g. to conduct for all employees regular performance reviews and evaluations which relate their work objectives to objectives of the governing body and which give them an opportunity to participate in evaluating their own performance in relation to these objectives.
- h. to provide benefits and working conditions for the general welfare and well being of all employees in an equitable manner.
- i. to establish and maintain open communication with employees on matters concerning their welfare and the Presbytery's interests so that the formulation of personnel policies, procedures and practices is properly a project in which all levels of management and employee representatives may cooperate.
- j. to establish and administer a process which provides for the hearing and resolution of complaints and grievances.

## **B. EMPLOYEE RIGHTS AND RESPONSIBILITIES**

### 03.4 1. Rights

- a. to receive adequate information from which to develop an understanding of their role and function in the total structure of the organization.
- b. to have as much control as possible over their own career development.
- c. to be kept informed of proposed changes in personnel policies and procedures in order to provide input into the process at every level.
- d. to participate in establishing personnel policies.
- e. to participate in the administration of personnel policies where appropriate to insure objectivity and fairness (e.g. grievance procedures, job classifications, performance review and evaluation, etc.)

- f. to have working conditions that promote the general welfare and encourage productivity.
- g. to receive adequate compensation and other benefits under a fair and open process.

03.5 2. Responsibilities

- a. to give their best possible performance in their assigned functions.
- b. to provide requested representation to and participate fully in any committee or group on which employees are given representation.
- c. to see that employee opinion is sought and presented to any appropriate forum dealing with the personnel system.
- d. to give adequate time and thought to the input which is provided to such forums.
- e. to understand their role and function in the context of the goals of the Presbytery.
- f. to honor their commitment to goals and objectives agreed upon by their participation in the personnel system.

### **C. COMMON RESPONSIBILITIES**

- 03.6 1. The partnership style of employer/employee relationship is dependent upon three basic assumptions:
- a. Acceptance of the employer's rights and responsibilities by the employee.
  - b. Acceptance of the employee's rights and responsibilities by the employer, and
  - c. Acceptance of the necessity of employer and employee to be responsive to each other in the exercise of their respective rights and responsibilities.
- 03.7 2. A procedure shall be established whereby employer and employee shall meet to consider their common responsibilities.

## **II. PRINCIPLES FOR THE DEVELOPMENT AND ADMINISTRATION OF PERSONNEL COVENANT AND PROCESSES**

The Presbytery will be guided by the following principles in the development and administration of all personnel policies and processes.

04.1 1. Equal Employment Opportunity

To establish and administer a process that will enable the Presbytery to develop and implement an affirmative action plan for equal employment opportunity that will provide specific goals and time-tables for



recruitment, employment, promotion, and that all policies and processes regarding compensation, benefits, transfers, training opportunities, dismissal, and recreation programs are administered with due regard to past and present inequities toward victims of discrimination in the areas of race, color, religious affiliation (except where religious affiliation is a bona fide occupational qualification for employment), national origin, sex, age, marital status (including family responsibilities), physical, mental or medical disability unrelated to the ability to engage in activities involved with the job.

#### 04.2 2. Compensation

To establish and administer a process of compensation wherein the individual employee's compensation is determined on the basis of a system of job evaluation and classification, uniform and equitable salary scales, and increments determined in light of an annual performance review and evaluation. Such a process will include interpretation of the salary program to employees and participation of employees in describing their jobs.

#### 04.3 3. Reimbursement of Expenses

To establish and administer a process wherein authorized expenses incurred by employees in the performance of their work assignments are reimbursed in an adequate and uniform manner.

#### 04.4 4. Career Development

To establish and administer a process of career development which will afford employees the opportunity for acquiring new skills/knowledge and/or refreshment of old skills/knowledge, consonant with the needs of the employing organization and their career goals and objectives. The process will also provide the employer with the opportunity to share with the employee the Presbytery's goals and objectives along with the goals and objectives of the Synod and General Assembly. Employees would receive assistance through financial grants and needed time away from the job to participate in approved training programs. The process would assure employees consideration for advancement, and would become an integral part of their annual performance review and evaluation.

#### 04.5 5. Employee Well-Being

To establish and administer a process wherein it is recognized that the well-being of the individual employee supports the well-being of the organization. Therefore, major consideration will be given to satisfying the needs of the employees for medical services and insurance, pension coverage, regular vacations, regular and special leaves, etc., as long as needs are consonant with the goals of the Presbytery and within the employer's financial capacity to provide the same.

#### 04.6 6. Working Conditions

To establish and administer a process wherein the employee is assured of equitable working hours, necessary equipment to perform tasks, pleasant working conditions, etc., as long as such are compatible with the goals of the organization and within the employer's financial capacity to provide the same.

#### 04.7 7. Grievances and Complaints

To establish and administer a process that will insure all employees a fair and equitable opportunity, including the right to choose and advocate, for the hearing and resolution of misunderstandings and grievances that may arise in the administration of the total personnel system.

### **III. PERSONNEL POLICIES**

#### **A. BASIC POLICIES**

##### 05.1 1. Determination of Personnel Guidelines and Policies

Personnel guidelines and policies for the Presbytery are determined by the Presbytery Personnel Committee subject to approval by the General Council and the Presbytery.

##### 05.2 2. Employment Practices

The Presbyterian Church (USA) and the Synod of the Northeast and the Presbytery of Geneva are committed to Fair Employment Practices and Equal Employment Opportunity for all employees.

The Presbytery of Geneva intends not discriminate in employment. It operates under the mandate of the Presbyterian Church (USA) Form of Government and the various policies of the 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, the civil law of the State of New York, and the applicable executive orders thereof; and the policy of the General Assembly of the Presbyterian Church(USA) and the Synod of the Northeast and the Presbytery of Geneva. This intention includes, but is not limited to, the following practices:

05.3 a. Recruit, hire, and promote persons in all job classifications without regard to race, religious affiliation (except where religious affiliation is a bona fide occupation qualification), color, national origin, sex, age, marital status, physical, mental or medical disability unrelated to the ability to engage in activities involved with the job.

05.4 b. Periodically conduct analysis of all personnel actions and develop plans to ensure that Equal Opportunity is supported through an Affirmative Action Program.

05.5 c. Provide equal opportunities in training during employment.

05.6 d. Ensure that all other personnel actions such as compensation benefits, transfer, leaves of absence, lay-offs, return from lay-off, education, tuition assistance, and any others will be administered on a non-discriminatory basis.

#### **B. EMPLOYMENT CATEGORIES, TERMINOLOGY, AND PROCEDURES**

##### 06.1 1. Employer

The legal corporate employer of all Presbytery staff is the "Presbytery of Geneva", a corporation, of the Synod of the Northeast of the Presbyterian Church (USA).

An employee, whether elected, appointed, or otherwise employed is hired, has his/her work directed by, and has compensation and benefits provided by the Presbytery of Geneva, a corporation, of the Presbyterian Church (USA). For executive staff personnel, this process shall be followed in consultation with, and with the concurrence by the Personnel Committee of the Synod of the Northeast.

06.2 2. Exempt and Non-exempt Categories

In accordance with the Fair Labor Standards Act there are exempt and non-exempt positions.

Persons employed in non-exempt positions shall be paid overtime wages for hours worked in excess of 35 hours per week or given compensatory time off, as may be required by law. For the five hours 36 through 40 hours, pay is at the regular hourly rate. For all hours over 40, pay is at the rate of one-and-a-half times the regular rate. Those persons employed in exempt positions are not paid overtime wages for hours worked in excess of 35 hours per week.

06.3 3. Ordained Clergy

In accordance with Federal and State statutes and Church policy, all ordained clergy are considered self-employed persons engaged in the exercise of their ministry and are not subject to withholding for certain taxes nor are they covered under Unemployment Insurance. They are, however, included in all other policies which apply to "employees".

06.4 4. Elected Executive Staff and Stated Clerk

The Presbytery Executive and Stated Clerk shall be elected in accordance with Form of Government, The Presbyterian Church (USA).

06.5 5. Appointed Staff

All other exempt staff shall be appointed by Presbytery's Personnel Committee with concurrence of the Executive Presbyter and the General Council.

06.6 6. Employment of Non-Exempt Staff

In order to carry out the mission of the church within the Presbytery, secretarial and office personnel are employed to assist the exempt staff in the Presbytery office. The effectiveness of these persons in their work is vital in accomplishing the mission of the church in the Presbytery. Non-exempt staff are employed by the Presbytery's Personnel Committee with concurrence of the Executive Presbyter in consultation with the other administrative staff to whom the position reports.

06.7 7. Regular Employees

New employees, who work a regular schedule of twenty (20) or more hours per week, become regular employees after having completed satisfactorily a three month probationary period. They are then entitled to full benefits, including credit toward vacation and sick leave during the probationary period. Employees who work less than twenty (20) hours per week or who are employed intermittently shall be considered part-time employees and shall not be eligible for such benefits.

06.8 8. Nepotism

To affirm and facilitate equal opportunity for all employees and employment candidates, care will be exercised in the employment and assignment of persons who are direct relatives of people in the Presbytery's employ. Such people should not be automatically denied employment nor fair treatment in the full spirit of these policies. However, individuals shall not be hired by or through

the involvement of direct relatives, and they shall not be assigned to a position where a direct relative is in a position to influence the employee's salary, promotion or other aspects of personnel practice.

06.9 9. Residency

All full-time exempt Presbytery Staff, other than those explicitly exempted because of the nature of their work assignment, shall maintain their principal residence within daily commuting distance of the Presbytery Office where an office would be provided for them. In addition, those exempt and non-exempt staff, who for bona fide occupational reasons are to be members of the Presbyterian Church (U.S.A.) and who are elders or ministers of Word and Sacrament, shall be either a member of a Presbyterian (U.S.A.) congregation within the Presbytery or a member of the Presbytery as appropriate to their ecclesiastical status.

**C. TERM OF SERVICE**

07.1 1. For Elected Staff

Election of the Executive Presbyter shall be for an indefinite period unless otherwise determined by the Presbytery. Election of the Stated Clerk shall be for a three year term.

07.2 2. For Appointed and Non-Exempt Staff

Appointed and non-exempt staff shall serve for an indefinite period unless otherwise determined by the Presbytery and Church-Employed Personnel Committee.

**D. POSITIONS WITHIN THE PRESBYTERY**

08.1 1. Writing of Position Descriptions

A position description, subject to periodic review, will be required for each position (exempt and non-exempt),

Position descriptions should be kept current and should be reviewed and altered whenever a significant change is made, and for all positions at least every two years. Since they identify end results expected for each position they are an excellent tool in setting performance objectives and should be used in performance review.

08.2 2. Validation of Positions

All new exempt executive positions will be validated by the Presbytery and Church-Employed Personnel Committee and the General Council, with the concurrence of the Presbytery.

08.3 3. Evaluation of Positions

The position of the Executive Presbyter will be evaluated by the Presbytery and Church-Employed Personnel Committee in cooperation with the Synod Personnel Committee for the purpose of determining the salary range.

Non-exempt positions will be evaluated by the Presbyter's Personnel Committee in consultation with the Executive Presbyter and any other administrative staff to whom the position reports.

#### 08.4 4. Modification of Work Within A Position Description

In order to enable employees to make full use of their skills and to increase their potential abilities, position descriptions or titles will be modified by Presbytery's Personnel Committee with the concurrence of the Executive Presbyter in consultation with the person(s) to whom that position reports.

Any changes in title, job description, work assignments and/or compensation rate during a calendar year shall not be put in effect until they are first approved by the Presbytery's Personnel Committee with the concurrence of the Executive Presbyter.

### **E. RECRUITMENT AND SELECTION**

#### 09.1 1. Elected Staff

The Executive Presbyter shall be nominated by a special Nominating Committee of the Presbytery and elected by the Presbytery in accordance with Sections G-9.0700 of the Form of Government the Presbyterian Church (USA) and Section 06.4 of this document, and the Standing Rules of the Presbytery of Geneva after adequate publicity has been given to the position opening and after intensive efforts have been made to secure candidates from among minorities and women. Every effort must be made to ensure that persons who desire to be considered for these positions or who wish to recommend candidates for these positions have ample opportunity to place names in candidacy.

All other elected staff should be nominated by the Presbytery and Church-Employed Personnel Committee through procedures in keeping with the Form of Government G-9.0702 and the Affirmative Action/Equal Employment Opportunity plan adopted by the Presbytery.

### **F. OTHER EMPLOYMENT POLICIES**

#### 10.2. Probationary Employment

The first three months of employment of non-exempt personnel are considered a probationary or a trial period giving the employee and his/her supervisor an opportunity to evaluate his/her interest and qualifications for the position under actual working conditions. Prior to permanent employment, the person's performance will be discussed with the employee by the Presbytery's Personnel Committee in consultation with the Executive Presbyter and any other staff to whom he/she may report. The Personnel Committee will advise the probationary employee in writing when he/she has satisfied all requirements for regular employment and specify when regular employment benefits will begin.

During this probationary period of employment, the employee is entitled to enrollment in a health plan, one paid sick day, paid holidays observed by the Presbytery, coverage as provided by the State Workers' Compensation laws, and absence for jury duty. If absent for any other reason, pay will be deducted for time absent.

## **G. SEXUAL HARASSMENT [*\*\*\* Section G will be following Presbytery's adoption of a new Sexual Misconduct Policy \*\*\**]**

### 11.1 1. The Policy

In determining its own witness to the world and its service to humanity, the church of Jesus Christ is bound by the Gospel mandate to "announce good news to the poor, to proclaim release for prisoners and recovery of sight for the blind, to let the broken victims go free, to proclaim the year of the Lord's favor". Thus it sounds the note of liberation, reconciliation and healing, and calls all persons to the more abundant life of Christ. All persons, regardless of sexual orientation or gender, must be afforded equal respect under the gospel.

Throughout all consultations, processes, considerations and appeals all parties will be guided by the rules of discipline, scripture, and the love and justice of Jesus Christ.

Therefore, it is the policy of the Presbytery of Geneva to provide all employees a sexual and gender-based harassment free environment.

Sexual harassment is defined as unwelcome behavior at any time or place that ridicules, demeans, insults and/or consequently impedes a person's work performance because of the person's sex.

Behavior which violates this policy includes but is not limited to:

- a. Punish or threaten to punish a person for rejecting sexual attention, requests, and/or demands.
- b. Coerce or attempt to coerce a person into a sexual and/or a dating relationship.
- c. Use of spiritual or appointed authority to coerce or attempt to coerce, persuade or mislead a person to enter into sexual behavior.
- d. Base or influence employment decisions on a person's rejection or acceptance of sexual behavior.
- e. Make unwelcome sexual jokes, comments, suggestions, innuendoes.
- f. Unwelcome touching, standing close to, blocking path.
- g. Unwelcome staring at, looking up and down.

- h. Display of sexual visuals, visuals that insult, degrade and/or exploit men or women sexuality, and
- i. Create a hostile, offensive, or intimidating work environment.

Sexual harassment and gender-based harassment are forms of sexual discrimination and a violation of Title VII of the 1964 Civil Rights Act, as amended in 1972 and state fair employment laws. It is a violation of the Synod and denominational AA/EEO policies.\*

\*The Synod of the Northeast has adopted a policy concerning sexual harassment, and it is included in the Synod's "Personnel Policies and Practices", adopted 6/87, (and revised later).

## 11.2 2. Responsibilities of Presbytery

The following are some responsibilities of the Presbytery, carried out through the Personnel Committee:

- a. Require executive staff to model intolerance of sexual or gender-based harassment.
- b. Monitor the work place to ensure an environment free of sexual and gender-based harassment.
- c. Explain that sexual or gender-based harassment will not be tolerated.
- d. Take actions to stop all sexual and gender-based harassment, i.e. tell the employee doing sexual and/or gender-based harassment to stop, contact \*resource person for assistance.
- e. Encourage reporting of all situations to \*resource person for assistance no matter how they are resolved or their degree of seriousness, and
- f. Follow-up with an employee who received sexual and/or gender-based harassment to insure that behavior stopped and that she/he did not receive any retaliation or reprisal.
- g. Provide several options for complaint procedure including, but not limited to an informal and formal complaint procedures.

\*The Executive Presbyter, Sexual Harassment Sub-Committee of the Personnel Committee, the Associate Executive for Program.

## 11.3 3. Responsibilities of Executive Staff and Employees (Including, but not limited to):

- a. Do not engage in unwelcome sexual or gender-based harassment behavior.
- b. Identify any unwelcome behavior to the person engaged in it and state clearly that it should stop or follow the informal complaint procedure.

## 11.4 4. Informal Complaint Procedure

- a. The complainant may contact for guidance, information or advice any of the following resource people:
  - 1. Executive Presbyter
  - 2. Associate Executive for Program and Education

3. Sexual Harassment Sub-Committee of the Presbytery Church Employed Personnel Committee
4. Chairperson of the Committee on Presbytery and Church Employed Personnel Committee

Alleged recipient may seek from person named in D.1. guidance, request information, advice regarding informal methods to stop the unwelcome behavior.

The resource person contacted shall document all meetings. Such documentation shall be destroyed after a year if the formal complaint process is not initiated.

- b. 1. At any time the complainant may request the resource person to meet with the person engaging in the unwelcomed behavior (with or without the complainant) to explain the unwelcome behavior and ask that it stop.
  2. Complainant may request resource person to confront the accused, providing the resource person with a statement describing the unwelcome behavior. The complainant may also request an advocate of their choice to participate in that meeting (having met previously regarding their complaint.).
- c. If the unwelcome behavior persists, such a meeting as described in 4.b. must take place before the formal complaint process may be initiated.

#### 11.5 5. Formal Complaint Process\*

If informal efforts to resolve a complaint have failed, a formal complaint may be filed by submitting a complaint form available from the Presbytery office to the Chairperson of the Presbytery Church Employed Personnel Committee and the Presbytery Church Employed Sexual Harassment Sub-committee, with a copy to the Executive Presbyter. Such a formal complaint should be filed within one year after the completion of the informal complaint process. Upon receipt of the completed complaint form, the following steps shall be taken:

- a. The Executive Presbyter (or Stated Clerk if the Executive is party to the complaint) shall consult with the Chairperson of the Presbytery Church Employed Personnel Committee and the Presbytery Church Employed Sexual Harassment Sub-Committee regarding the complaint, and shall determine whether the complaint is in order:
- b. After consultation with all parties involved, the Executive Presbyter (or Stated Clerk) shall review the findings with respect to the complaint with the Chairperson of the Presbytery Church Employed Personnel Committee and the Presbytery Church Employed Sexual Harassment Sub-Committee and they shall then give their decision to both parties in writing within two weeks from the initial reception of the written grievance.
- c. If dissatisfied with the decision, any party to the complaint may appeal in writing to the chairperson of General Council within two weeks of the decision. For purposes of fact-finding and hearing complaints, three gender inclusive members of the General Council shall be appointed by the chair and chaired by one of their number. This hearing will be arranged no later than two weeks from the date of the reception of the written appeal. After hearing both sides of the complaint, the parties to the complaint will be excused from the meeting. In rendering a decision on any complaint, the sub committee may invite other parties to participate in the deliberations as consultants in order to present information pertinent to the complaint, but shall not vote.

The Sub-Committee of Council shall report within two weeks of its decision in writing to all parties, and the General Council for record in its confidential minutes. If formal efforts to resolve



a complaint are not successful at the Presbytery level, the decision may be appealed to the Synod of the Northeast.

We are reminded that throughout all consultations, processes, considerations and appeals all parties will be guided by the rules of discipline, scripture and the love and justice of Jesus Christ.

\*For information on further complaint, see the Form of Government, Rules of Discipline; chapter VI, section D-6.0000.

Any person party to the complaint shall not be involved in deciding the complaint.

## **H. TERMS OF CALL AND EMPLOYMENT**

### 12.1 1. Call/Contracts

The Executive Presbyter and Stated Clerk shall be provided with a written "call" stating the terms of employment, such as salary, housing, pension, hospitalization, vacation, study leave, etc. Such a "call" shall be prepared by the Search Committee and the Chairperson of the Presbytery and Church-Employed Personnel Committee. In compliance with the Form of Government, Chapter XI, call of a minister shall be submitted to the minister's Presbytery for approval. Following the approval of Presbytery, the call for an Executive Presbyter shall be signed by the moderator and Stated Clerk of the Presbytery.

Calls issued to the Stated Clerk will be signed by the Moderator of Presbytery and the Chair of General Council.

## **I. SALARY ADMINISTRATION**

### 13.1 1. Salary Policies

Salaries of all positions will upon the recommendation of the Presbytery and Church-Employed Personnel Committee.

The Presbytery is committed to salary administration principles which will provide: fair pay for the work performed; incentive for personal achievement and growth; equity of payment for positions of relative value; flexibility to meet the many changes in organization, functions, positions, and personnel over a period of time. Salary levels will be maintained in a manner which results in their being consistent internally, equitably related to salaries paid by external organizations, responsive to changes in the cost-of-living, and in keeping with the church's philosophy and objectives.

Presbytery staff members will receive a salary that falls within the indicated salary range for the position. Placement within a salary range should reflect a judgment of the qualifications and experience of the appointee relative to the position requirements. An employee will normally start at a salary no higher than the mid-point of the range for the position for which the person is

being hired.

The initial salary of the Executive Presbyter shall be set by the Presbytery upon recommendation from the Executive Presbyter Search Committee with the concurrence of the Personnel Committee of the Synod of the Northeast and the appropriate office of the General Assembly.

Initial salaries for other exempt staff will be recommended to the General Council by the Presbytery and Church-Employed Personnel Committee.

Initial salaries for non-exempt staff are set by the Presbytery and Church Employed Personnel Committee in consultation with the Executive Presbyter.

Salaries will be paid on a regular basis, the pay period to be determined by the Executive Presbyter in consultation with the Presbytery's Personnel Committee. Normally payroll checks are disbursed no later than the first working day following the pay period.

Overtime is compensated for by compensatory time off during the work week or by overtime pay.

### 13.2 2. Salary Review

Salary scales for non-exempt staff, will be reviewed at least once a year by the Presbytery and Church-Employed Personnel Committee with a copy of the index affixed to the minutes of the committee when the review is conducted. The Commerce and Industry Index of the city in which the employee works will be the basis for determining salary scales for non-exempt salary grades. This provides an equitable basis for determining how other employers in the same area are adjusting salaries to respond to variation in the cost of living and to other relevant factors. The twenty-fifth percentile of salaries being paid by firms in the city of employment serve as the bottom of the range for each grade and the seventy-fifth percentile as the top of the range.

Salary scales for exempt staff are reviewed annually during the first Quarter of each year for the following year based upon information on cost of living changes, and salary information on ministers from the Board of Pensions, from other denominations, and from not-for-profit organizations in cities where the employee works and in other nearby metropolitan areas. Adjustments of salary scales will be made by Presbytery upon recommendation of the Presbytery's Personnel Committee, Finance Committee, and General Council.

### 13.3 3. Cost of Living Adjustments

Each year the Presbytery and Church-Employed Personnel Committee will review salaries actually being paid to the staff of all units of the Presbytery in the light of available financial resources and of changes in the cost of living, utilizing the Bureau of Labor indices.

On the basis of such review, the Presbytery and Church-Employed Personnel Committee will recommend to the General Council and/or Presbytery whether or not the cost of living increase or decrease in actual salaries should be made in the subsequent year, and in what manner such increases or decreases if any should be applied. Cost-of-living adjustments will be considered separately from merit increases.

### 13.4 4. Salary Review and Increments

Any cost-of-living increases or decreases authorized by the Presbytery will be given to all employees at the same time.

The salaries of non-exempt staff will be reviewed annually by the Presbytery and Church-Employed Personnel Committee. Merit increases, if granted, commence on January 1 of the following year. Salary reviews are also made on the basis of any changes in duties or responsibilities which may call for a re-evaluation of the position.

Salaries of exempt staff will normally be reviewed annually by the Presbytery and Church-Employed Personnel Committee.

For both exempt and non-exempt employees, decisions on merit increases in salary will take into account the performance of the employee, recent adjustments in the salary scales, and funds for merit salary increments.

The amount of a merit increase granted to employees will vary with the quality of their performance as indicated by regular performance reviews and evaluations.

### 13.5 5. Merit Salary Increases

Merit salary increases are made according to the following criteria:

- a. An increase may be given when an individual has improved performance or has consistently maintained an outstanding level of performance.
- b. Long service alone is not considered a valid reason for an increase. If performance is normally good, an employee can reach the midpoint salary range for the position. Higher levels of salary ranges are reserved for those whose performance is outstanding.

Merit salary increases will be considered only on an annual basis.

Salaries of Presbytery staff will be fixed by the Presbytery upon recommendation of the Presbytery and Church-Employed Personnel Committee, the Finance Committee and the General Council.

Changes in terms of the call of an ordained staff member must be approved by the Presbytery before implementation.

### 13.6 6. Availability of Salary Information

Employees are entitled to information on the salary range and grade (in the case of non-exempt staff) within which their positions fall.

### 13.7 7. Manse Allowance

The Internal Revenue Code provides that a minister can exclude from gross income for income tax purposes any rental allowance paid as part of compensation to the extent that it is used for renting or providing a home. This is intended to apply to any ordained man or woman who has not been provided with a manse.

In order to satisfy the requirement of the Internal Revenue Service relative to the Housing or Manse Allowance for ordained ministers, it is understood that of the total amount of compensation paid to an ordained minister at least thirty percent (30%) shall be designated as a manse or housing allowance. If, however, the amount actually being spent for housing, or the

fair rental value as a furnished house, plus utilities (whichever is less) is greater than 30%, then the employees may request the Presbytery through its Personnel Committee to designate a larger percentage of the compensation as a housing allowance up to the currently in effect Internal Revenue Service limit.

If the total amount which is designated for manse allowance is not fully used, it is the recipient's responsibility to report the balance to the Internal Revenue Service as taxable income.

### 13.8 8. Equalization of Non-Ordained Compensation

In order, as nearly as possible, to equalize the compensation of ordained clergy and non-ordained members of the exempt staff in the USA because of the advantages provided by the income tax laws in allowing an exemption for housing allowance for an ordained person, the Presbytery and Church-Employed Personnel Committee shall be requested to purchase for each exempt non-ordained staff member a non-forfeitable annuity, using an amount comparable to the tax saving represented by the social security payments made on behalf of ordained employees. For the purpose of this policy it is assumed that an ordained employee's exemption for housing allowance is 30% of his/her compensation.

## I. CAREER OPPORTUNITIES

### 14.1 1. Career Development

All employees will be given an annual opportunity under guidelines established by the Presbytery and Church-Employed Personnel Committee to review and determine their short and long-term goals and objectives. These opportunities will be an integral part of the Presbytery's Affirmative Action Program. Such an opportunity will include at least the following:

- a. A sharing of the employee's total vocational goals and objectives, and his/her career goals and objectives as an employee of the Presbytery of Geneva.
- b. A review and analysis of the employee's skills and knowledge in the light of his/her current work assignment, and the Presbytery's goals and objectives.
- c. A development of possible career ladders for the employee.
- d. A development of a projected program to help the employee develop new skills and knowledge, or refresh old skills and knowledge, which would be helpful in achieving the agreed upon goals and objectives.

### 14.2 2. Employee Development Program

Employees will be assisted in developing skills and knowledge that will enhance their vocational goals and objectives and that will help meet the staffing needs of the Presbytery. This will include the provision of information on available training opportunities and the arranging of needed in-service training courses. Administration of this program will be by the Presbytery and Church Employed Personnel Committee and specific projects will be implemented as sufficient funds are available within their own budgets. Under this program, assistance may be provided in the form of on-the-job training, time away from work to attend other training classes, and/or

partial tuition refunds.

Such assistance will be in line with the agreed-upon vocational goals and objectives of employees, as they relate to the needs of the Presbytery of Geneva.

An employee must have completed at least six months continual service with the Presbytery to be eligible for assistance.

#### 14.3 3. Employee Advancement

When positions of greater responsibility become available in an office, present employees are to be considered if qualified or qualifiable.

#### 14.4 4. Annual Study Leave for Exempt Staff

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

- a. Study leave is not additional vacation, but may be taken in conjunction with vacation.
- b. Study leave is not automatic, but is directly related to career goals and objectives as well as to the development of skills that are useful to the Presbytery. Therefore, it is granted only when clearly identified targets have been agreed upon for the particular study leave being requested.
- c. Satisfactory provision must be made to cover the employee's work during his/her absence.
- d. Study leave, if granted must be used within the period designated.
- e. A report on the specific accomplishments of the study leave will be made to the Presbytery and Church Employed Personnel Committee as a part of the annual performance review and evaluation.
- f. Annual study leave will be administered under guidelines developed by the Presbytery. These benefits are considered to be non-transferable.

#### 14.5 5. Extended Study Leave for Exempt Staff

In order to enable exempt employees with special needs or opportunities to give extended study to subject areas which will contribute to the work of the Presbytery as well as to their own technical or professional development, an extended study leave, with pay, may be granted within the following criteria guidelines:

- a. The employee must have completed two years' continuous service with the Presbytery.
- b. At least five years must have elapsed from the time of any previous extended study leave, and at least one year from any previous two weeks' study leave.
- c. A detailed written plan of study with clearly identified goals and with end-products (such as written reports) clearly set forth, must be approved by the Executive Presbyter and the Presbytery and Church Employed Personnel Committee long enough in advance of the leave to be covered by the Presbytery budget and staffing plans.
- d. The maximum length of extended study leave will be four (4) months.

This may be taken in conjunction with earned vacation with a particular year, but may not be combined with a two week study since an employee is not eligible for both types of leave in the same year.

- e. The on-going work of the particular position and the total Presbytery functions will be primary factors in considering the granting of extended study leave.
- f. Extended study leave will be administered under guidelines developed by the Sub-Committee on Study Leave of the Presbytery Committee on Ministry.
- g. Exempt employee study leave allowances will be set up in study accounts under the Presbytery Study Leave Accounts program of the Presbytery.

#### 14.6 6. Study Leave Allowance for Non-Exempt Employees

The study leave allowance for class charges or tuition payment is approved by, held in a study leave account, and administered by the Executive Presbyter and the Presbytery and Church Employed Personnel Committee.

The study leave allowance or unused portion is not accumulated to another year.

A non-exempt employee who resigns forfeits the study leave allowance or any unused portion. The employee who retires or is dismissed is no longer eligible for any study leave allowance or any unused portion.

Normally, there is no pay for study leave of a non-exempt employee as it is intended the employee would go to evening classes or at times when the employee is not scheduled to work. However, the non-exempt employee may request study leave with pay during working hours up to one week per year, but approval must be given by the Executive Presbyter and the Presbytery and Church Employed Personnel Committee.

#### 14.7 7. Review

The participation of each employee in any total career opportunity process will be an integral part of their annual performance review and evaluation.

## **J. ANNUAL PERFORMANCE REVIEW**

### 15.1 1. Context

The evaluation of personnel is an integral part of the overall evaluating system of the Presbytery.

### 15.2 2. Policies

An annual performance review and evaluation will be conducted for both exempt and non-exempt staff within guidelines provided by the Standing Rules of Geneva Presbytery.

### 15.3 3. Personnel Records

An employment file on each employee is maintained in the Presbytery office. These files are confidential, with access limited to the Executive Presbyter, anyone designated by the Presbytery and Church Employed Personnel Committee, and, with permission of the Personnel Committee, the person involved. All personnel files will be kept in a locked fire-proof safe/cabinet/drawer.

## **K. SEPARATION PRACTICES**

### 16.1 1. Resignation

Voluntary separation (resignation) may take place after two weeks' written notice for non-exempt employees or one month notice for exempt employees. Employees will be paid the cash equivalent of their unused earned vacation at the date of separation. No severance allowance will be provided. At the discretion of the Presbytery Personnel Committee, in consultation with the Executive Presbyter, the period of written notice may be waived.

### 16.2 2. Reduction of Force

Separation because of the discontinuation of a project or retrenchment in budget, or for other circumstances arising out of no fault of the employee, is at the discretion of the employer. Written notice of such separation will come from the Presbytery's Personnel Committee. Unless otherwise specified three months notice or pay in lieu of notice will be given exempt employees and one month's notice or pay in lieu of notice will be given to non-exempt employees.

If the position is reinstated within a period of one year, the individual who was previously employed in that position will be given first opportunity for employment in that position.

### 16. 3. Exit Interview

Prior to an employee's actual departure, an exit interview shall be conducted. The exit interview is a personnel process wherein the staff person who is being separated sits down with the Presbytery and Church Employed Personnel Committee to review the reasons that occasioned the separation. A synopsis of this interview will be placed in the employee's personnel file. Some purposes of the interview are:

- a. To gather suggestions for potential changes for the position description and working conditions.
- b. To demonstrate to the staff person the Presbytery's support and concern for the employee as a person.
- c. To obtain information which the Presbytery can use to keep staff morale high and improve employee-employer relations and communication.
- d. To obtain information which will influence the efforts of the Presbytery to keep the number of separations at a minimum.
- e. To determine what challenges may exist for the employee's successor.

### 16.4 4. Dismissal

Dismissal for cause may take place by written notice from Presbytery Personnel Committee. In consultation with the Executive Presbyter. Notice must be given or pay in lieu of notice of one month for exempt employees or two weeks for non-exempt employees who are dismissed, and they will receive the cash equivalent of their unused earned vacation.

Causes for dismissal may include, but are not limited to:

- a. Unsatisfactory performance.
- b. Insubordination, including, but not limited to refusal to do any work which the employee is capable of doing and which falls within the purview of the position description.
- c. Neglect in the care and use of Presbytery property and funds.
- d. Unexcused absence or repeated tardiness.

#### 16.5 5. Death in Service

In the event of the death of a member of either the exempt or the non-exempt staff the salary of that person will be continued to the spouse or dependent for one month from the date on which the death occurs, plus any unused vacation pay.

Additional death benefits are also provided through the Presbyterian Pension Plan to those enrolled in the plan.

### **L. RETIREMENT**

Regular employees intending to retire are encouraged to obtain retirement counseling before announcement of their retirement date. Employees are encouraged to advise the Presbytery's Personnel Committee at least six months in advance. Advance notice will assist a timely and orderly retirement process for the Presbytery including filing of documents required to initiate retirement benefits.

The Presbytery of Geneva does not impose a mandatory retirement date. Continuing service of an employee will be dependent upon ongoing satisfactory performance as determined by the Presbytery's Personnel Committee through its performance appraisal process

### **M. GRIEVANCE PROCESS**

For the purposes of this policy a complaint or grievance is an alleged violation of an approved personnel policy or practice or of an applicable State or Federal Law not adequately dealt with in those policies or practices.

In order to deal promptly and fairly with all complaints or grievances of all employees the following steps are to be taken:

#### 18.1 1. Preliminary Complaint Procedure

Prior to filing a formal written grievance several preliminary steps must be taken.

- a. The complaining party must first discuss the problem with the Presbytery Executive and/or the Presbytery's Personnel Committee.



- b. It is expected that most grievances can be satisfactorily resolved through this informal process.

## 18.2 2. Formal Grievance Procedure

If informal efforts to resolve a grievance have failed, a formal grievance may be filed by submitting a written statement to the Chairperson of the Presbytery and Church Employed Personnel Committee, with a copy to the Presbytery Executive, within 30 days of the time when the alleged cause of grievance took place or came to complainant's notice. Upon receipt of the completed grievance form the following steps shall be taken:

- a. The Presbytery Executive shall consult with the Chairperson of the Presbytery and Church Employed Personnel Committee regarding any Equal Employment Opportunity violations. If it is determined to be an Equal Employment Opportunity matter, the Synod Personnel Committee shall be consulted.
  
- b. After all appropriate consultations the Chairperson of the Presbytery and Church Employed Personnel Committee shall render a decision in writing. This shall be done as expeditiously as possible, and in no case shall be transmitted to the complaining party later than two weeks from the time the written grievance was received.
  
- c. If dissatisfied with the decision of the Chairperson of the Presbytery and Church Employed Personnel Committee, the complaining party may appeal in writing to the Presbytery and Church Employed Personnel Committee as a whole. A hearing of the complaint will be arranged as expeditiously as possible, and in no case later than two weeks from the date of the reception of the written appeal. After hearing both sides of the dispute the parties to the dispute will be excused from the meeting. In rendering a decision on any grievance, members of the Presbytery General Council may be invited to participate in the deliberations as consultants in order to clarify the Presbytery's position, but shall not vote. The decision of the Presbytery and Church Employed Personnel Committee is final.  

The appropriate personnel body of the General Assembly and/or the Synod when appropriate shall be invited to participate in said hearings.
  
- d. The Presbytery and Church Employed Personnel Committee shall report its final decision in writing to the Presbytery General Council for record in its confidential minutes.

## 18.3. Right of Advocacy

It is understood that the complaining party may arrange to have an advocate at all steps of the formal process.

## 18.4. Grievance Procedure for Job Applicants

Applicants for employment who feel they have a grievance will use the formal grievance procedure.

## 18.5 Written Records

A written record of all decisions arrived at in all meetings shall be kept.

Letters of decisions shall contain provision for the complaining party to indicate acceptance or rejection of the decision.

## **N. BENEFITS**

### 9.1 Social Security

All regular lay personnel who qualify are covered by the Federal Old Age and Survivors Benefit Acts (Social Security). The employee's share of the tax is withheld from the wages of non-ordained staff. Ordained staff are considered self-employed and taxes are not withheld or paid from them.

### 19.2 Pensions

All regular lay employees are covered by the Synod of the Northeast's Lay Personnel Contract with the Presbyterian Board of Pensions. Ordained employees are covered with the Presbyterian Board of Pensions contracts. Full dues are paid by the employing agency.

### 19.3 Health Insurance

Major Medical protection, where applicable, is provided under the terms of the Presbyterian Pension Plan.

### 19.4 Vacation

A vacation with pay is provided for all permanent employees for rest, refreshment, and relaxation. Employees will be urged to take the vacation to which they are entitled not only for the personal benefits derived therefrom, but for the sake of their work effectiveness and health. For that reason vacations are not cumulative, but must be used within the calendar year, except with special approval by the Presbytery and Church Employed Personnel Committee or the Presbytery Executive. While every attempt will be made to schedule the vacation time as requested, the time of each employee's vacation is subject to the approval of the Executive Presbyter as Head of Staff.

Regular exempt employees are entitled to one full month vacation per year.

Regular non-exempt employees are entitled to an annual paid vacation computed on January 1 of each year varying with length of their service with the Presbytery or other Presbyterian Church, USA governing body, from two weeks (for one year of service) to one month (for 11 or more years of service).

19.4	<u>Number of Years</u>	<u>Vacation Credit</u>
	1-5 years	2 weeks
	6-10 years	3 weeks
	11-and over	4 weeks

Vacation entitlement during the first year of employment will be pro-rated according to length of service as of January 1.

In recognition of the completion of 25 years of credited service with the Presbytery or other Presbyterian Church (USA) governing body, an additional one week vacation period will be granted beginning in the 26th year to exempt and non-exempt employees.

### 19.5 Holidays

It is the general policy to grant holiday time off to employees in accordance with local customs and laws. The selection of holidays for each year is a shared responsibility of employers and the employees. For the sake of uniformity the same number of holidays will be given to employees. Thirteen holidays per year will be granted with full pay. Prior to the first of each year, Synod central office will send out a suggested schedule of holidays which is to be used as a guide by the Presbytery of Geneva's Personnel Committee in establishing holidays. The Presbytery will send out to its churches the schedule of recommended holidays.

#### 19.6 6. Sick Leave

Regular employees are entitled to up to ten working days of sick leave each calendar year, cumulative up to 90 working days. Sick leave entitlement during the first year of employment will be pro-rated according to length of employment. Service with the Presbytery of Geneva or any other Presbyterian Church (USA) governing body will be included in computing entitlement to sick leave.

Time off for medical and dental appointments up to two hours each is granted with pay if the time is approved by the Executive Presbyter. Time off for such appointments in excess of two hours will be charged against accumulated illness allowance.

#### 19.7 7. Worker Compensation Insurance

All employees shall be covered by the Workmen's Compensation Law of New York State, which provides for benefits in case of an on-the-job accident.

#### 19.8 8. On-the-Job Travel Accident Insurance

All employees on Presbytery business are covered with on-the-job Travel Accident Insurance at the Presbytery's expense in an amount equal to three times their annual salary, but not to exceed \$100,000. At their own expense employees may also arrange for 24 hour off-the-job accident coverage for themselves plus additional coverage for their families.

#### 19.9 9. Off-The-Job Disability Benefits Insurance

All employees shall be covered by the off-the-job disability benefits program of the state of New York, which provides temporary cash benefits to replace in part wages lost due to injuries or illness that do not arise out of and in the course of employment. These benefits become effective after using all accumulated sick leave and after a further unpaid waiting period of seven calendar days. The governing body will supplement Disability Benefit payments to equal 75% of the employees regular pay for a period of 8 weeks after which the employee shall be reimbursed one-half the normal cash salary or the minimum required by New York State law, which is great, for the balance of the disability leave period. The employee must present certification by a licensed physician that a medical disability exists. The employing governing body may choose to be more liberal in these benefits.

#### 19.10 Voluntary Health Leave

An employee may be granted, upon request to the Presbytery's Personnel Committee, unpaid leave for up to 60 days for convalescence, recuperation and other health reasons, including mental health, which are not covered by Disability Insurance. During such approved unpaid leave, the governing body will pay Board of Pension dues

on the total effective salary and, if specified in the employee's contract or Terms of Call, provide housing allowance, utilities or use of the manse.

#### 19.11 Unemployment Insurance

All employees shall be covered by an unemployment insurance contract with New York State or a private insurance carrier.

#### 19.12 Leaves of Absence, With Pay

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

- a. For a regular period of reserve military training [up to two weeks annually].
- b. For jury duty [up to 2 weeks annually] but the employee must remit to the Presbytery any government remuneration which might be received for such service.
- c. Personal or family emergencies or other personal business that cannot be cared for outside of working hours [up to 5 days annually].
- d. Marriage of the employee [up to 3 days].
- e. Death of a member of the immediate family (husband, wife, parent, parent-in-law, child, brother, sister, grandparent, grandchild) [not to exceed five working days from the day of death up to and including the day after burial].
- f. Adequate time off for voting will be given where election hours and work schedules cause a hardship on the employee.

Request for leave of absence with pay are to be submitted by the employee in writing for review and approval by the Presbytery's Personnel Committee in consultation with the Executive Presbyter.

#### 19.13. Leaves of Absence, Without Pay

Leaves of absence without pay are provided:

- a. For emergency Military Service of an employee who has been employed by the Presbytery for one year.

Requests for leave of absence without pay are to be submitted by the employee in writing for review and approval by the Presbytery's Personnel Committee in consultation with the Executive Presbyter.

#### 19.14 Family Leave

##### a. Pregnancy/Childbirth

Title VII of the 1964 Civil Rights Act requires employers to treat pregnancy and childbirth in the same way as other causes of disability. Specifically, the amendment (1) requires employers to treat pregnancy and childbirth in the same way as other causes of disability under the fringe benefits plan; (2) prohibits terminating or refusing to hire or promote a woman solely because she is [or might become] pregnant;

(3) bars mandatory leaves for pregnant women arbitrarily set at a certain time in their pregnancy and not based upon their inability to work; and (4) protects reinstatement rights of women on leave for pregnancy related reasons.

Federal Law [Title VII, Civil Rights Act of 1964, Section 703A] and New York State Law direct that pregnancy shall be considered as a temporary physical disability and treated as such for compensation purposes. Pregnancy leave covered by Disability Insurance shall be granted for up to 90 days as certified by a licensed physician. The governing body will supplement Disability Benefit payments to equal 75% of the employee's regular pay for the first 8 weeks of a certified Disability leave after which the employee shall be reimbursed one-half the normal cash salary or the minimum required by New York State law, whichever is greater, for the balance of the disability leave period.

Following certified Disability leave for pregnancy, the employee may be granted an additional period of unpaid leave. The employee must utilize all eligible sick time and vacation time before the unpaid leave begins. The total length of paid and unpaid leave for pregnancy and to care for a newborn child may not exceed 6 months.

b. Parental Caregiving

An employee may request Parental Leave on the occasion of the birth, adoption, or guardianship of a child. The leave must be taken directly preceding or within 12 months of the birth or placement of a child.

The employee will be paid 75% of regular pay for a period of 8 weeks. The employee may be granted an additional period of unpaid leave. The employee must utilize all eligible sick time and vacation time before the unpaid leave begins. The total length of paid and unpaid leave for parental caregiving may not exceed 6 months.

c. Family Caregiving

An employee may request Family Leave in order to care for a spouse, child or parent of the employee if such spouse, child, or parent has a serious health condition.

The employee will be paid 75% of regular pay for a period of 8 weeks. The employee may be granted an additional period of unpaid leave. The employee must utilize all eligible sick time and vacation time before the unpaid leave begins. The total length of paid and unpaid leave for family caregiving may not exceed 12 weeks annually.

- 1). Benefit coverage will continue to Family Leave and any salary increase the employee would have received during the leave will be effective upon the employee's return to employment.
- 2). Employees who return to work after a period of Family Leave of up to twelve weeks will be returned either to the same position held before the leave or to a position equivalent in pay, benefits, and other terms and conditions of employment.

All requests for Family Leave must be submitted by the employee in writing for review and approval by the Executive Presbyter and the Personnel Committee.

19.15 .Salary Advanced

Employees may arrange to receive before they leave on vacation or study leave an advance payment of any wages which will become payable during their absence.

19.16. Regular Part-time Employee/Becoming Regular Employee

If a regular part-time employee is later placed on full-time basis, service credit will be given from the first day of employment for sick leave and vacation benefits.

19.17. Benefits for Temporary Employees

Those employed for a short period, usually less than three months, are not paid for holidays, sick leave, or other leaves, and do not earn vacation leave during their temporary employment. They are not eligible for the Pension Plan or medical insurance. If they work more than 35 hours in one work week, they will be paid at the regular rate for hours from 35 to 40, and time-and-a-half for above 40 hours. If a temporary employee joins the regular staff, his/her temporary employment is not considered in computing vacation and other benefits.

## **O. OFFICE PROCEDURES**

20.1 1. Alcohol and Other Drug Dependent Presbytery Staff and Their Families:

This policy recognizes that alcoholism and drug dependency are illnesses or behavioral disorders which are treatable as such they should not be approached in punitive action, rather in a pastoral manner. We seek to enlist the support and cooperation of the entire governing body in a pastoral approach to this problem.

The purpose of this policy is to assure that any Presbytery staff person or his/her family members having such problems will receive the same careful consideration and offer of treatment that is presently extended to a Presbytery Staff person or her/his family members having any other illness or behavioral disorder.

The goal of this policy is to assist the Presbytery Staff person or family member having trouble with alcohol to remove alcohol and other drug dependency as a source of trouble. It is most important that the Personnel Committee be knowledgeable and sensitive to a person's need for help with alcohol and other drug dependency problems. No staff person with alcohol and other drug dependency will have his/her job security jeopardized because of a request for diagnosis and treatment, or for seeking and accepting treatment. However, a staff person's continued refusal to seek help and treatment, or continued failure to respond to treatment, will be handled in the same way that similar refusals or treatment failures are handled for other illnesses which affect job performance. However, it is most important that the person "recovering" from alcohol and other drug dependency has equal job opportunity following successful treatment.

When Presbytery Staff persons go for treatment of their dependency, they should be granted leave according to policy.

The role and importance of confidentiality apply to alcohol and other drug dependency and its treatment.

Costs related to treatment will be planned in cooperation with the Board of Pensions.

We recognize that Presbytery Staff and committees and agencies of the Presbytery do not ordinarily have the necessary qualifications to diagnose alcohol and other drug dependencies, just as they are not usually qualified to diagnose other diseases. Evaluation, referral and diagnostic intervention will need to be made in cooperation with qualified consultants such as those specified in the definition contained in the Presbyterian Major Medical Benefit Plan. Since the dependent person, by the very nature of the illness/disorder often denies the problem, the consultant should be open to requests for help from spouses or family members, so that some kind of creative and therapeutic intervention can be initiated to help the afflicted person.

It is expected that through this policy employees who suspect that they may have such a problem, even in its early stages, will be encouraged to seek evaluation and, when indicated, follow through with prescribed treatment.

The Presbytery recognizes chemical dependency as a serious personnel problem requiring a supportive response guided by Christian compassion and directness. In dealing with chemically dependent employees, the Presbytery will observe the following policies:

- a. Any staff person concerned about the possibility of his/her chemical dependency, upon request, will be granted time off for diagnosis, and, if professionally recommended, further released time for subsequent treatment.
- b. Any staff person, who exhibits consistent symptoms of chemical dependency who refuses to seek diagnosis and treatment when requested by the Presbytery as employer, must recognize that such refusal will adversely affect his/her performance evaluation and will be considered cause for termination of employment.
- c. Any staff person, who experiences recurring problems of chemical dependency despite treatment efforts, will face termination of employment.

To implement this policy, the following procedures guide the Presbytery Staff Assistance Program for the Presbytery:

- a. The assistance program will be administered by the Presbytery Executive. She/he may consult with the chairperson of the Personnel Committee, a trained and qualified drug dependency counselor, or anyone else deemed to be helpful. In the event the Presbytery Executive is unable to act, the chairperson of the Personnel Committee or other designated person will administer the program.
- b. All staff persons will be informed of this program and how to obtain assistance.
- c. Proceedings of this program will be treated with discretion to safeguard the individuals involved.

This program will cooperate with other such programs in other governing bodies when appropriate.

## 20.2 1. Hours

The regular work-week for full-time employees consists of five seven hour days, and forty (40) office hours. The Executive is responsible for scheduling office hours, daily lunch period (unpaid) and a fifteen-minute rest period (paid) in the morning and in the afternoon.

## 20.3 2. Employee Supervision

All secretarial and office personnel part of the office "team" and may be called upon to perform special functions to meet unusual or emergency needs. The assignment and coordination of special or "team" work is the responsibility of the Executive or designee.

In case of absence, the employee should promptly notify the Executive Presbyter or his/her designee.

## P. INDEPENDENT CONTRACTOR AGREEMENTS

### 21.1 Definition of Independent Contractor Agreements

Independent Contractor Agreements are used for: 1). services rendered over a specific period of time, 2). by an individual who agrees to provide certain services without being subject to the control of the Presbytery of Geneva except as to the quality of the final product and 3). for which services the Presbytery of Geneva shall pay a firm and fixed fee.

### 21.2 Terms of Independent Contractor Agreement

- a. The Independent Contractor is to do the work specified according to the Independent Contractor's best judgment and methods without being subject to the control of the Presbytery of Geneva except as to the quality of the final product.
- b. It is understood and agreed that the Independent Contractor will spend a sufficient number of hours in fulfilling the duties and obligations specified under the Agreement. The particular amount of time may vary from day-to-day and week-to-week.
- c. If so specified, Independent Contractor agreements may be renewed for an additional specified period of time after a review by either the Presbytery of Geneva's Personnel Committee or General Council that the quality of work performed in the previous agreement has been of sufficient quality to warrant renewal.
- d. The Independent Contractor is not an employee of the Presbytery of Geneva.
- e. The Independent Contractor will not receive any personnel benefits.
- f. The Independent Contractor may or may not be reimbursed for expenses depending upon the signed agreement.
- g. No income or Social Security taxes will be withheld by the Presbytery of Geneva and the Independent Contractor shall file all applicable tax returns and pay all taxes due thereon.
- h. The Presbytery of Geneva will not obtain Worker's Compensation Insurance or State Unemployment Insurance for the Independent Contractor.
- i. The Independent Contractor will agree that all work and services performed under this Agreement shall be covered by the Independent Contractor's worker's compensation insurance and/or general liability insurance and that the Independent Contractor shall be solely responsible for and shall indemnify, hold harmless, and defend the Presbytery of Geneva with respect to any and all actions, suits, causes of action, or damages based upon or arising out of any work performed by the Independent Contractor.



- j. Payment will be a fixed monetary amount for the task to be completed and may be paid either in a lump-sum payment or in installment payments on a schedule agreed to by the Presbytery of Geneva and the Independent Contractor for the satisfactory completion of work completed.
- k. The Independent Contractor Agreement may be terminated by either party upon fourteen [14] days' written notice. Upon termination, a written report of work completed and the current status of any projects, including all materials belonging to the Presbytery of Geneva and/or work completed to date on any projects shall become the property of the Presbytery of Geneva and shall immediately be delivered to the Presbytery of Geneva by the Independent Contractor.

### 21.3 Independent Contractor Documentation of Contract

An Independent Contractor Agreement/Contract will be completed by both the Presbytery of Geneva and the Independent Contractor prior to the initiation of work and will including the following information:

- a. The date of the agreement
- b. The name, address, and telephone number of the Independent Contractor
- c. A listing of the particular services which are to be performed by the Independent Contractor
- d. Date upon which work shall begin and upon which it shall be completed.
- e. Where such specified services shall be provided.
- f. Whether or not the Presbytery of Geneva will provide working space, materials, and/or equipment [specified].
- g. The firm and fixed monetary fee for satisfactory completion of all work completed.
- h. Whether the monetary fee will be paid in a lump sum payment [if so, specify date upon which it will be paid] or in installment payments [specify the payment schedule].
- i. Whether or not expenses will be reimbursed by the Presbytery of Geneva [and specifics, if yes]
- j. Signature of the authorized Presbytery of Geneva Officer and date signed.
- k. Signature of the Independent Contractor and date signed.
- l. The terms of the Independent Contractor Agreement as outlined above in section 21.2.

## TERMS AND CONDITIONS OF CONTRACT WITH INDEPENDENT CONTRACTOR

The Independent Contractor and the Presbytery of Geneva agree that the Independent Contractor shall perform the services described on PAGE 1 according to the following terms and conditions:

- A. *Termination.* This Contract may be terminated by either party upon two (2) weeks' written notice. Upon termination, a written report of work completed and the current status of the project, including all materials completed or in progress, research findings or other products previously produced by the Independent Contractor shall become the property of the Presbytery of Geneva and shall immediately be delivered by the Independent Contractor to the Presbytery Office. In the event of cancellation of this Contract, any amounts previously advanced to the Independent Contractor for which satisfactory work has not been completed shall be refunded to the Presbytery of Geneva, and the Independent Contractor shall release to the Presbytery of Geneva all copies and all rights of all the written materials that may have been produced under this Contract. Immediately upon any cancellation, the Independent Contractor shall not perform any further work, and the Presbytery of Geneva shall not make any further payment.
- B. *Time Devoted by Independent Contractor.* It is understood and agreed that the Contractor will spend a sufficient number of hours in fulfilling the duties and obligations under this Contract. The particular amount of time may vary from day-to-day and week-to-week.
- C. *Payment.* The fee for the work is stipulated on PAGE 1 and is payable according to the terms specified therein.
- D. *Independent Contractor.* Both the Presbytery of Geneva and the Independent Contractor understand and agree that the Independent Contractor is at all times and shall remain an independent contractor in the performance of the duties under this Contract and shall not be considered an agent, employee, partner of, or joint venturer or joint employer with the Presbytery of Geneva. The Independent Contractor hereby acknowledges that she/he is an independent contractor and has no authority to represent, obligate, or bind the Presbytery of Geneva in any manner or to any extent. The Independent Contractor is to do work according to the Independent Contractor's best judgment and methods, without being subject to the control of the Presbytery of Geneva except as to the quality of the final product. Because the Presbytery of Geneva will not control the manner of performing services, it will not be liable for the negligence of the Independent Contractor or the Independent Contractor's employees or agents, and the independent Contractor will indemnify the Presbytery of Geneva for any claims resulting therefrom, including attorney's fees. The Independent Contractor will determine the time and place for doing the work consistent with the responsibilities described. Except as otherwise provided on PAGE 1, the Independent Contractor will provide the required working space, equipment, materials, and assistance at the Independent Contractor's own expense. Under this Contract, there will be no deductions for withholding income or Social Security taxes, and the Independent Contractor shall file all applicable tax returns and pay all taxes due thereon. The Presbytery of Geneva will not obtain Worker's Compensation Insurance or State Unemployment Insurance for the Independent Contractor or the Independent Contractor's employees. The Independent Contractor will not be eligible for, or entitled to, any benefits normally provided for employees of the Presbytery of Geneva.
- E. *Confidential Information.* The Independent Contractor agrees that any information received by the Independent Contractor during any activities under this Contract, which concerns the personal, financial, or other affairs of the Presbytery of Geneva, will be treated by the Independent Contractor in full confidence and will not be revealed to any other persons, firms, or organizations.
- F. *Indemnity.* The Independent Contractor hereby agrees that all work and services performed and all personnel provided and/or hired under this Contract (with the exception of employees of the Presbytery of Geneva) shall be covered by the Independent Contractor's worker's compensation insurance and general liability insurance, and that the Independent Contractor shall be solely responsible for and shall indemnify, hold harmless, and defend the Presbytery of Geneva with respect to any and all actions, suits, causes of action, or damages based upon or arising out of any work performed hereunder by the Independent Contractor or any person hired by the Independent Contractor.
- G. *Approvals and Changes.* The Presbytery of Geneva shall have the right of review, and approval, or disapproval at all stages of the services to be delivered under this Contract.
- H. *Title/Ownership.* The Independent Contractor understands and agrees that title to all items prepared and produced by the Independent Contractor for the Presbytery of Geneva under this contract shall be solely the property of the Presbytery of Geneva, and the Independent contractor shall have no right or interest therein. Further, all materials of whatever kind are works made for hire under federal law; all rights for publication will be held by the Presbytery of Geneva; and the copyright will be owned by the Presbytery of Geneva. Without limiting the generality of the foregoing, the Presbytery of Geneva shall own all rights in and to all items prepared and any programs, products, and files that result or are derived therefrom. As applicable, the Independent Contractor understands and authorized his/her voice and/or image to be projected on the audio/video recordings produced for the presbytery of Geneva under this Contract.
- I. *Entire Agreement.* This Contract represents the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all previous negotiations, representations, and writings between the parties relating hereto. No modification, alteration, waiver, or change in any of the terms of this Contract shall be valid or binding upon the parties hereto unless expressed in writing signed by both parties. This Contract shall be deemed to be fully understood, satisfactory, and in effect when signed by all parties indicated below but shall not be binding on the Presbytery of Geneva until approved by its appropriate officials.
- J. *Governing Law and Venue.* It is understood and agreed by the parties that this Contract shall be construed in accordance with the laws of New York State and that any litigation in connection with this Agreement shall be determined by a court proceeding in Yates County, New York.

**These Terms Have been Read and Agreed to by:**

\_\_\_\_\_  
(Independent Contractor) (Date)

\_\_\_\_\_  
(Presbytery of Geneva Official) (Date)  
(Title)\_\_\_\_\_

## **Q. HONORARIUM CONTRACTS**

### **22.1 Definition of Honorarium Contract**

Honorarium contracts are used for services of limited duration rendered by an individual for which no set standard of quality is to be directed and which does not include the creation of a copyrightable work. The Presbytery of Geneva may award Honorarium Contracts for the provision of special one-time professional services such as workshop speakers, teachers, facilitators, and/or consultants.

### **22.2 Terms of Honorarium Agreement**

- a. The Honorarium Recipient is not an employee of the Presbytery of Geneva.
- b. The honorarium will be a fixed monetary amount for the task to be completed, not an amount paid by the hour, month, etc.
- c. The Honorarium Recipient may or may not be reimbursed for expenses depending on the signed agreement.
- d. No income or Social Security taxes will be withheld by the Presbytery of Geneva and the Honorarium Recipient shall file all applicable tax returns and pay all taxes due thereon.

### **22.3 Honorarium Letter of Agreement**

An "Honorarium Letter" will be completed by both the Presbytery of Geneva and the Honorarium Recipient including the following information:

- a. The date of the agreement
- b. The name and address of the Honorarium Recipient
- c. The monetary amount of the honorarium
- d. The title and date of the event in which the Honorarium Recipient will participate
- e. A statement as to whether or not expenses will be reimbursed by the Presbytery of Geneva [and specifics, if yes]
- f. Signature of the Presbytery of Geneva Officer preparing the Honorarium letter of Agreement
- g. The following signed and dated statement by the Honorarium Recipient: *By my signature, I, \_\_\_\_\_ (name of recipient), hereby certify that this honorarium is fully understood by me and is entirely satisfactory and that I am not on the payroll of the Presbytery of Geneva.*



Presbytery of Geneva  
Box 278  
Dresden, NY 14441

Phone: 315-536-7753 Fax: 315-536-2128

HONORARIUM LETTER OF AGREEMENT

Current Date:

\_\_\_\_\_

Name of Honorarium Recipient: \_\_\_\_\_

Address of Recipient: \_\_\_\_\_

Dear \_\_\_\_\_,

In order that we may provide you with an honorarium in the amount of \$\_\_\_\_\_ dollars for your participation as \_\_\_\_\_ *[professional function of recipient, i.e., speaker, teacher, facilitator, consultant]* at the \_\_\_\_\_ *[title of event]* on \_\_\_\_\_ *[date of event]* please complete the certification appearing below. For your convenience attached is a pre-paid envelope for your handling.

Also as agreed, the Presbytery of Geneva \_\_\_\_\_ will not reimburse you for travel or expenses  
\_\_\_\_\_ will reimburse you for expenses as follows:

\_\_\_\_\_  
\_\_\_\_\_

Signature of representative of Presbytery of Geneva:

\_\_\_\_\_

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

By my signature, I \_\_\_\_\_ *[name of recipient]*, hereby certify that this Honorarium is fully understood by me and is entirely satisfactory and that I am not on the payroll of the Presbytery of Geneva.

Signature of Honorarium Recipient:

\_\_\_\_\_

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

Revisions approved by the Presbytery of Geneva: 09-28-04