

PERSONNEL POLICY
Niles Discovery Church

STATEMENT OF PURPOSE

The purpose of this Personnel Policy is to define the personnel administration provisions of the Niles Discovery Church, and to ensure that employment, supervision, development, recognition, and separation of all Niles Discovery Church staff are fair, uniform, and within the policies and guidelines of the Niles Discovery Church and federal, state and local employment laws.

I. ADMINISTRATION

- A. The selection of a Personnel Committee is set forth in the Bylaws of the Niles Discovery Church.
- B. This Personnel Committee is responsible to the Niles Discovery Church Cabinet, to make recommendations for revisions in the Personnel Policy which, from time to time, are deemed advisable, and to offer counsel to the Niles Discovery Church Senior Pastor¹ in the administration of these responsibilities.
- C. The Vice Moderator of the Niles Discovery Church will serve as chair of the Personnel Committee.
- D. The Niles Discovery Church Senior Pastor is primarily responsible for administering this Policy on behalf of the Niles Discovery Church Cabinet, with the Personnel Committee responsible for some specific sections.

II. EQUAL EMPLOYMENT OPPORTUNITY AND AT WILL STATUS

- A. **Equal Employment Opportunity:** Niles Discovery Church provides equal employment opportunities to all employees and employment applicants without regard to unlawful considerations of actual or perceived: race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status (including registered domestic partnership status), sex (including pregnancy, childbirth, lactation and related medical conditions), gender (including gender identity and expression), age (40 and over), sexual orientation, military and veteran status, and any other consideration protected by federal, state, or local law (sometimes referred to, collectively, as “protected characteristics”). This policy applies to all aspects of employment, including, but not limited to, hiring, job assignment, compensation, promotion, benefits, training, discipline, and termination. Reasonable accommodation is available for qualified individuals with disabilities, upon request. The Niles Discovery Church further commits itself to an Affirmative Action Program to increase the

¹ In the absence of the Senior Pastor (for instance, if the Senior Pastor is on a sabbatical), the Associate Pastor or the Chair of the Personnel Committee fulfills the Senior Pastor’s duties as detailed in this policy.

employment opportunities at all levels for women of all ethnic heritages, and for women and men of color by means of the active recruiting of qualified applicants, when seeking staff replacement.

- B. **At Will Employment Status:** Employees of Niles Discovery Church are employed on an at will basis. This means that the employment relationship may be terminated, with or without cause, in accordance with the procedures set forth in the Niles Discovery Church Bylaws. Nothing in these Policies shall limit the right to terminate at will employment for anyone except the Niles Discovery Church Pastors, whose removal is outlined in the Niles Discovery Church Bylaws. Nothing in this at will statement is intended to interfere with an employee's rights to communicate or work with others toward altering the terms and conditions of his/her/their employment.

III. CLASSIFICATION OF STAFF

- A. **Exempt Employees:** Exempt status is determined by federal and state law. In general, exempt staff are those engaged in executive, managerial, high-level administrative and professional jobs who are paid a fixed salary and perform certain duties. Exempt staff are not subject to the minimum wage and overtime laws.
- B. **Non-exempt Employees:** All employees who are covered by the federal or state minimum wage and overtime laws are considered non-exempt. Employees working in non-exempt jobs are entitled to be paid at least the minimum wage per hour and a premium for overtime.
- C. **Additional Classifications:**
 - 1. **Regular Full-Time:** Staff regularly scheduled to work 32 hours or more per week. Regular full-time staff are eligible for all Niles Discovery Church benefits subject to the terms and conditions of the benefit plan or policy.
 - 2. **Regular Part-Time:** Staff regularly scheduled to work less than 32 hours per week. Part-time staff are not eligible for benefits except as expressly described herein.
 - 3. **Temporary:** Staff who are hired by the Niles Discovery Church for a limited period of time and/or for a specific project. These staff may be scheduled to work full or part-time and are not eligible for any benefits except those required by law.
- D. Niles Discovery Church for payroll purposes recognizes two major categories of staff:
 - 1. Support Staff: those who are non-exempt as described above. E.g. Bookkeeper, Office Administrator
 - 2. Program Staff: those who are exempt as described above, e.g. Pastors, Organist. There are two subcategories of Program Staff:
 - a. Called Program Staff: all program staff who are called to serve as pastors of the church
 - b. Hired Program Staff: all other program staff
- E. Support Staff Classifications

1. Regular Full Time Support Staff – work full-time and are eligible for staff benefits as described in Section VIII.
2. Regular Part-time Support Staff – work less than full-time, on a continuing basis. Regular Part-time Support Staff are entitled to staff benefits as described in Section VIII on a pro-rata basis or as otherwise noted.
3. Temporary Part-time or Full-time Support Staff – have an understood termination date. Temporary Support Staff are paid at an hourly rate and are not entitled to staff benefits as described in Section VIII, except as explicitly provided.

F. Program Staff Classifications

1. Regular Full Time Program Staff – work full-time and are eligible for staff benefits as described in Section VIII.
2. Regular Part Time Program Staff – work less than full-time and are entitled to staff benefits as described in Section VIII on a pro-rata basis or as otherwise noted.
3. Temporary Program Staff – have an understood termination date. Temporary Support Staff are paid at the negotiated rate and are not entitled to staff benefits as described in Section VIII except as explicitly provided.

IV. COMPENSATION OF STAFF

A. Compensation for Regular Support and Regular Hired Program Staff

1. Initial compensation shall be set by mutual agreement of the new Staff member, the Senior Pastor, and the Personnel Committee. Adjustments to compensation may be made following the initial Probationary Period (see Section IX).
2. All compensation is reviewed annually by the Personnel Committee in the fall as part of the Church’s budget development process.
3. Niles Discovery Church does its best to compensate our Staff at a rate similar to comparable occupations in the church and secular spheres.

B. Compensation for Regular Called Program Staff

1. Initial compensation for the Niles Discovery Church Pastors shall be set by mutual agreement between the prospective Niles Discovery Church Pastor and the Search Committee, in consultation with the Personnel Committee and the Cabinet.
2. All compensation is reviewed annually by the Personnel Committee in the fall as part of the Church’s budget development process.
3. Niles Discovery Church does its best to meet or exceed the Northern California Nevada Conference, United Church of Christ’s compensation guidelines.
4. Housing Allowance: Called Program Staff who are Authorized Pastors, and/or whose work with the Niles Discovery Church fits the IRS definition of ministry, may designate a portion of their compensation as a housing allowance in accord with Section 107 of the Internal Revenue Code. This should be done as part of the annual budget development process. The amount so designated becomes part of the budget adopted by the congregation and is thus entered in the minutes of the Niles Discovery Church.

- C. All patents and copyrights resulting from work done by Niles Discovery Church Staff with the investment of Niles Discovery Church resources shall be available for the Niles Discovery Church without payment of royalty in compliance with the policy of the National Setting of the United Church of Christ.
- D. Compensated work which is external to the Niles Discovery Church and is done by staff shall be done on that person's own time. Work external to the staff person's responsibility to Niles Discovery Church shall not interfere with her/his/their performance for Niles Discovery Church. Use of Niles Discovery Church resources for doing personal work at the office, including but not limited to, use of computers, copiers, phones, stamps, etc. must be discussed and mutually agreed upon.
- E. All work-related expenses for staff shall be paid by the Niles Discovery Church upon submission of itemized expense reports. Staff will typically receive expense reimbursements within three weeks of submission of expense reports.
 - 1. Staff who are required to drive their own automobiles in carrying out their work for Niles Discovery Church will be reimbursed at the current IRS rate for mileage. The Personnel Committee may consider proposals for alternate methods of reimbursement of work-related automobile expenses for full-time Program Staff, including the leasing or providing of a car for staff use, or direct compensation for the cost of obtaining, maintaining, replacing a car used primarily for work-related travel.

V. TRAINING AND DEVELOPMENT

- A. The Niles Discovery Church shall encourage and assist all staff with their professional development and implementation of a program and plan for their growth, in appropriate relationship to assigned duties.
- B. An annual job review of Support and Hired Program Staff will be administered by the Niles Discovery Church Senior Pastor with written reports to be kept on file. Periodic review and evaluation of the Niles Discovery Church Pastors (the Called Program Staff) will be administered by the Vice Moderator in consultation with the Personnel Committee.
- C. Niles Discovery Church provides two weeks of Study Leave time off for Called Program Staff each year. The Called Program Staff are expected to use this time off to learn more about some aspect of their calling to empower and strengthen their ability to lead the congregation. Funds allocated in the staff member's "professional expense" line in the budget may be used to pay for study leave related expenses.
During the year in which a Called Program Staff takes a Sabbatical (see that section), these two weeks of Study Leave are not provided.

VI. SAFETY AND HEALTH

- A. **Employees Who Are Required to Drive:** All employees who are required to drive on Niles Discovery Church business need to maintain a valid driver's license and vehicle insurance. When hired, and annually in January thereafter, these employees must provide the Niles Discovery Church Senior Pastor a copy of their current valid driving licenses and the declarations page of their current effective automobile insurance policy. This documentation will be placed in the employee's personnel file. Employees required to drive on Niles Discovery Church business who fail to maintain personal automobile insurance coverage or who are uninsurable should immediately notify the Niles Discovery Church Personnel Committee Chair so that appropriate actions may be taken to protect the individual and Niles Discovery Church from liability.
- All employees driving on Niles Discovery Church business must refrain from talking on cellular phones unless they use a hands-free device. Texting while driving and using the phone while driving without a hands-free device are illegal and against Niles Discovery Church policy.
- B. **Workplace Violence:** Without exception, Niles Discovery Church will not tolerate acts of or threats of violence. All such acts and threats, even those made in apparent jest, will be taken seriously, and will lead to discipline up to and including termination. Possession of weapons at the Niles Discovery Church Office and at Niles Discovery Church -sponsored events shall constitute a threat of violence.
- It is every employee's responsibility to assist in establishing and maintaining a violence-free work environment. Therefore, each employee is expected and encouraged to report any incident which may be threatening to the employee and/or a co-worker(s) or any event which he/she/they reasonably believed to be threatening or violent. Employees may report an incident to a Niles Discovery Church Pastor, the Niles Discovery Church Moderator, or the Personnel Committee Chair.
- A threat includes, but is not limited to, any indication of intent to harm a person or damage Niles Discovery Church property. Threats may be direct or indirect, and they may be communicated verbally or nonverbally.
- C. **Smoking:** Smoking is not allowed in any area of the Niles Discovery Church Property.
- D. **COVID-19:** All current employees must either be fully vaccinated against COVID-19 by January 1, 2022, or have an approved exemption for medical or religious reasons (see below). All new employees must either be fully vaccinated against COVID-19 or have an approved exemption for medical or religious reasons (see below) before they begin their work at Niles Discovery Church. Employees can prove their fully vaccinated status by providing a copy of their vaccination record to the Senior Pastor. All vaccinated employees are encouraged to get booster shots as recommended by the Centers for Disease Control.
- An employee may request an exemption for medical or religious reasons if they provide appropriate documentation. If such an exemption is granted, that employee must submit a negative test result to the Senior Pastor before the beginning of each work week and must wear an N95 mask while in the church facilities. Costs related to

testing and the purchase of masks are the employee's responsibility.

VII. COMPUTERS AND SOCIAL MEDIA

- A. Niles Discovery Church provides computers, electronic communications, electronic information, and information technology resources, including the Internet, to its employees to help them do their jobs. These Niles Discovery Church resources should be used for Niles Discovery Church purposes. However, Niles Discovery Church recognizes that occasional personal use of these resources and property may occur during working time. The church allows such occasional personal use as long as this does not interfere with the employee's work performance, take away from work time, consume supplies, slow other users, slow the servers or computer systems, tie up printers or other shared resources, or violate any Niles Discovery Church policy (including but not limited to policies against harassment, use/consumption of pornography, discrimination, and disclosure of confidential information). All use of Niles Discovery Church computers and IT resources is subject to monitoring, including use for personal purposes. Niles Discovery Church reserves the right to adjust this policy on a case by case basis as it deems appropriate.

VIII. STAFF BENEFITS

A. **Time Off**

1. Vacation
 - a. The Niles Discovery Church will provide vacation with full pay for all regular full-time and part-time Program and Support Staff. Vacation time is calculated on a calendar year basis, with the first and last year's vacation time pro-rated based on number of months employed; however, the overall vacation bank is subject to a cap on accrual of 1.5x the annual accrual rate.
 - b. Called Program Staff shall receive four weeks of vacation per calendar year.
 - c. Regular Support and Regular Hired Program Staff shall receive vacation time as follows:
 - 1-2 years of employment: 2 weeks
 - 3-7 years of employment: 3 weeks
 - 8+ years of employment: 4 weeks
 - d. For Regular Support staff employed beyond the probationary period, vacation time shall accrue quarterly, but may not be taken until successfully completing the probationary period.
 - e. Pay in lieu of vacation time will be allowed only upon termination of employment.
 - f. Vacation time can be taken at the discretion of a Regular Staff, in consultation with the Niles Discovery Church Senior Pastor, and with regard to the efficient operation of work demands and requirements.
2. Compassionate Leave: Compassionate Leave of up to 12 days total per year may be authorized by the Niles Discovery Church Senior Pastor in consultation with the

Vice Moderator. Compassionate Leave is generally unpaid; however, the Niles Discovery Church Cabinet may make exceptions and grant paid leave, subject to the availability of funds.

3. Jury Duty: Leave for jury duty will be arranged with the Niles Discovery Church Senior Pastor, with the understanding that normally the staff person will continue to receive pay and benefits for up to 60 days during service on a jury. (“Pay” for Regular Support Staff is calculated as the average number of hours worked/paid per day over the preceding three months.) Any jury compensation will remain with the staff person. The staff member must provide a copy of the jury duty notice when required to serve.
4. Holidays: The Church recognizes the following holidays:
 - New Year’s Day
 - Martin Luther King, Jr. Day
 - Presidents’ Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Veteran’s Day
 - Thanksgiving Day
 - Day after Thanksgiving
 - Christmas
 - a. These designated holidays are time off with pay for all Regular Full Time Support Staff. On the rare occasion that a Regular Full Time Support Staff is required to work on a designated holiday, they will be paid for the day off plus for the time they work on that day.
 - b. Regular Part Time Support Staff are not required to work on holidays and are not paid for the day off.
 - c. Regular Part Time Hired Program Staff may have to work on a holiday (e.g., if a holiday is on a Sunday). There is no additional compensation when this happens.
 - d. For Regular Called Program Staff (full and part time) and for Regular Full Time Hired Program Staff, the above holidays are time off with pay. When a holiday falls on a day when a church event calls a staff member in one of these categories/classifications to work, the staff member may to take an alternative day off within six months.
5. Paid Sick Leave: All employees are eligible for Paid Sick Leave
 - a. Permissible Uses:

The Niles Discovery Church offers paid sick leave for an employee who cannot work due to his/her/their own qualifying need, or for that of a “family member,” for: (1) diagnosis, care, or treatment of an existing health condition, (2) preventative care. Paid sick leave can also be used if the employee is a victim of domestic violence, sexual assault, or stalking.

“Family member” includes a biological, adopted, or foster child, stepchild, or legal ward, or a child to whom the employee stands in *loco parentis*; a biological, adoptive, or foster parent, stepparent, or legal guardian of any employee or the employee’s spouse or registered domestic partner, or a person

who stood in *loco parentis* when the employee was a minor; spouse or registered domestic partner; grandparent; grandchild; or sibling.

In addition, if an employee is unmarried and has no registered domestic partner, the employee may designate any one person to care for using paid sick leave.

This person will be treated as a “family member.” Staff will have 10 days from the beginning of employment/call to make such a designation and such designation may be modified each January thereafter.

b. Usage of Paid Sick Leave

Sick leave is to be used in a minimum increment of no less than one (1) hour and is paid at the rate of pay required by law. Newly hired/called Staff may begin using paid sick leave on their 90th day of employment.

c. Amount of Paid Sick Leave

All employees receive a certain number of sick leave hours per year depending on their classification and category. All Regular Full-time Called Program Staff receive 96 hours of paid sick leave each year. All Regular Part-time Called Program Staff received 48 hours of Paid Sick Leave each year. All other Regular Employees receive 24 hours of Paid Sick Leave each year. Temporary Employees, regardless of category, who work more than 30 days in a calendar year receive 24 hours of Paid Sick Leave.

Sick leave does not accrue. Unused Paid Sick Leave disappears at the end of the year and a new allotment of Paid Sick Leave is created on January 1 each year, according to the schedule above.

d. Notice Requirements:

If foreseeable, an employee must provide reasonable advance notification to the Niles Discovery Church Senior Pastor of any absence from work for which the employee intends to use paid sick leave. If use of paid sick leave is unforeseeable, an employee must provide the notice to the Senior Pastor of the need to use paid sick leave as soon as practicable. Upon return, an employee must accurately report his/her/their use of sick time.

e. Integration with Other Benefits

It is an employee’s responsibility to apply for any applicable benefits for which he/she/they may be eligible as a result of the illness or disability, including California State Disability Insurance, workers’ compensation insurance, Paid Family Leave benefits, and/or any other disability insurance benefits. Sick leave benefits may be fully integrated with other benefits available. At no time will an employee be paid more than his/her/their regular compensation.

f. Sick Leave upon Termination of Employment

Employees are not compensated for unused sick leave at the end of employment.

6. Maternity Leave

Maternity leave of up to six weeks at full pay is granted to staff who have been employed by the Niles Discovery Church for a year prior to giving birth. (“Full pay” for Regular Support Staff is calculated as the average number of hours per week worked/paid over the preceding three months.) The Niles Discovery Church Senior Pastor may grant maternity leave to a Niles Discovery Church staff person with less than one [1] year’s tenure.

Medical complications during and after pregnancy requiring time off from work are also considered illness and are covered in the Paid Sick Leave and Pregnancy Disability Leave sections.

7. Parental Leave

Parental leave, of up to four weeks at full pay may be granted to a regular staff person who assumes parental responsibilities upon the birth or adoption of an infant or child into the staff person's household, when the staff person is not the birth mother. ("Full pay" for Regular Support Staff is calculated as the average number of hours per week worked/paid over the preceding three months.)

8. Pregnancy Disability Leave

If a Staff is disabled on account of pregnancy, childbirth, or a related medical condition, that person may request an unpaid leave of absence. Such leave will be granted for the period of disability, for up to a maximum of four months. Time off may be requested for other pregnancy-related conditions, including, but not limited to prenatal care, severe morning sickness, doctor-ordered bed rest, gestational diabetes, pregnancy-induced hypertension, loss or end of pregnancy, childbirth and recovery from childbirth.

An employee wishing to take a pregnancy disability leave must notify the Niles Discovery Church Senior Pastor of the date the leave is expected to commence and the estimated duration of the leave. For all planned leaves, an employee must submit a request at least 30 days in advance; in case of an emergency, the request should be made as soon as the employee becomes aware of the need for leave. The employee must also provide a medical certification of disability. Failure to provide the required medical certification in a timely manner will result in delay or denial of leave. Before returning to work, the employee must provide a medical certification that he/she/they are able to resume her/his/their original job duties.

Upon returning to work immediately following the expiration of an approved pregnancy disability leave, an employee will generally be reemployed in her/his/their former position or a comparable job, as required by law.

Pregnancy disability leave is unpaid. However, an employee may utilize any accrued vacation or paid sick time during pregnancy disability leave. Such benefits, if used, will supplement any state disability insurance benefits an employee receives and will not extend the period of the approved leave.

When a Staff who is provided health insurance by Niles Discovery Church is on a pregnancy disability leave, health insurance will be maintained by the Church for the duration of the leave (as if the Staff was actively working). However, the Staff must continue to pay his/her/their share of applicable premiums (for self and any dependents) during the leave.

Employees who are affected by pregnancy may also be eligible to transfer to a less strenuous or hazardous position or duties provided certain prerequisites are met. Reasonable accommodations may be requested with the advice of the Staff's health care provider. In addition, lactation accommodation is also available, upon request. For more information on pregnancy disability leave or transfer and its effect on the terms, conditions, or benefits of employment, speak with the Senior Pastor.

9. Leave of Absence

A regular staff person who is not able to continue employment or who chooses to

interrupt her/his/their employment for a period of time may be granted a leave of absence by the Niles Discovery Church Senior Pastor according to terms to be negotiated. During the leave of absence, salary and benefits are not paid. All requests for leave of absence must be in writing with the stated reasons for the action.

10. Sabbatical Leave

- a. A Sabbatical Leave Program shall be applied to all regular Called Program Staff. Sabbatical leave is “Sabbath,” a time to let the fields of endeavor lay fallow and be renewed by God.
- b. During each sixth year (and multiples thereof) of service at Niles Discovery Church, Called Program Staff shall be eligible for three months of Sabbatical Leave at full salary and benefits. These three months are best taken consecutively to obtain the greatest benefit of this Sabbath time, and regular vacation may be added to it.
- c. It is normally expected that a person who takes a Sabbatical Leave will continue in the service of the Niles Discovery Church for a period of at least one year upon his/her/their return.
- d. Except in a very unusual situation, only one Staff person shall be on Sabbatical Leave at any one time. The Niles Discovery Church Cabinet shall be responsible for the staff assignments during a Sabbatical absence.

B. OTHER BENEFITS

1. Annuity Fund

- a. All Regular Full Time Staff shall be enrolled in a pension plan administered by the Pension Boards of the United Church of Christ or the Pension Fund of the Christian Church, subject to the policies, rules, and provisions of the organization administering the fund. The amount of money Niles Discovery Church contributes to the pension plan shall be the amount recommended by the General Synod of the United Church of Christ.
- b. All Regular Called Program Staff (full and part time) shall be enrolled in a pension plan administered by the Pension Boards of the United Church of Christ or the Pension Fund of the Christian Church, subject to the policies, rules, and provisions of the organization administering the fund. The amount of money Niles Discovery Church contributes to the pension plan shall be the amount recommended by the General Synod of the United Church of Christ.

2. Social Security

- a. Niles Discovery Church participates in the Federal Social Security Act.
- b. The Treasurer shall make such payments from Niles Discovery Church funds and deductions from staff salaries as are required by Federal and State regulations.
- c. The Niles Discovery Church shall pay to all Regular Program Staff who are ordained an amount equivalent to the employer’s share of Social Security tax for non-ordained persons receiving the same compensation. This amount will partially offset the self-employment tax obligation of the ordained Regular Program Staff.

3. Worker’s Compensation Insurance

Niles Discovery Church shall provide Worker’s Compensation insurance coverage for

all staff who qualify under the law. The standard WC Incident Report/Accident Report must be filled out by the injured party and submitted to the Senior Pastor or the Chair of the Personnel Committee, who will submit the form to the plan administrator.

4. Health, Dental, Life and Accident Insurance

Since the cost of healthcare is rising rapidly, cost sharing may become necessary if rates rise dramatically and the Niles Discovery Church is unable to pay full premium amounts. Employees who receive this benefit should be made aware of this possibility. The plan administrator is responsible for monitoring and negotiating all rates for the coming year.

- a. The Niles Discovery Church Cabinet shall provide if requested health, dental, long-term disability insurance, and life insurance coverage for its Regular Full Time Staff. The Niles Discovery Church Cabinet shall also provide if requested health, dental, long-term disability insurance, and life insurance coverage for its Regular Part Time Called Program Staff. This will most likely be through a plan administered by the Pension Boards of the United Church of Christ or the Christian Church of Northern California Nevada, and participation in the coverage is subject to the rules, policies, and provisions of the plans. It is possible that another source for such coverage will be used at a future date.
- b. Coverage for an eligible Staff member's spouse and/or dependent children will also be offered if they are not covered by other insurance.

IX. HIRING/CALLING AND SEPARATIONS

A. Regular Called Program Staff

1. The Calling and Termination of Call for the Regular Called Program Staff (i.e. the Pastors) is detailed in the Bylaws of Niles Discovery Church.

B. The Hiring of Regular and Temporary Support Staff and Regular and Temporary Hired Program Staff

1. All Regular Support Staff are hired by the Niles Discovery Church Senior Pastor, in consultation with the Personnel Committee.
2. All Regular Hired Program Staff are hired by the Niles Discovery Church Personnel Committee, typically in consultation with an interview committee.
3. All Temporary Support and Program Staff are hired by the Niles Discovery Church Senior Pastor.
4. All Regular Staff are hired for an open-ended period of employment on an at will basis.
5. Assignment of responsibilities for all staff are made by the Niles Discovery Church Senior Pastor. Job descriptions may be altered at any time as the needs of the church evolve.
6. Members of the same family or household may be employed by the Niles Discovery Church provided that no one is supervised by a member of his/her/their own family or household.

C. Probationary Period

The first 90 days of employment of all Regular Support Staff and all Regular Hired

Program Staff is probationary period. At the end of that period, the Senior Pastor will conduct an evaluation and determine if employment will continue. When an employee is eligible for benefits, they become active at the end of this probationary period (unless specified otherwise elsewhere in this document).

D. Resignation

1. All staff, other than Regular Called Program Staff, may resign at any time with or without advanced notice, although advance notice is appreciated.
2. No severance pay is given to Staff who resign.

E. Dismissal

1. Dismissal of Regular Staff (other than Called Program Staff) for unsatisfactory performance is a last resort and shall be undertaken only after all other efforts to enable a staff person to meet the requirements of employment have failed.
2. Dismissals of Regular Staff (other than Called Program Staff) may be appealed to the Personnel Committee of the Niles Discovery Church Cabinet.

X. COMPLAINT AND GRIEVANCE PROCEDURES

A. POLICY

1. The Niles Discovery Church is committed to making every effort to resolve problems prior to the initiation of a formal complaint. Nevertheless, it is the intention of the Niles Discovery Church to provide a reasonable and acceptable vehicle for staff use in presenting formal complaints.
2. All staff grievances shall be given prompt and fair consideration. Grievances may arise through:
 - a. The implementation of the Personnel Policy
 - b. Injustice in the construction or content of the Personnel Policy
 - c. Actions outside the Personnel Policy, including harassment
3. The grievance procedures outlined herein are available to all staff. Staff presenting grievances under this policy shall be free of coercion, restraint, interference, discrimination or reprisal.
4. Any complaints or grievances that may have implications regarding the fitness for ministry of a staff person who is clergy holding standing in the Northern California Nevada Conference of the United Church of Christ and/or in the Christian Church of Northern California Nevada Region will be forwarded to the appropriate Conference/Regional Ethics Committee. Action regarding authorization for ministry proceeds independently of and in addition to the Niles Discovery Church Complaint and Grievance Procedures.

B. PROCEDURES FOR RESOLUTION

1. Staff will submit written complaint(s) to a member of the Niles Discovery Church Personnel Committee.
2. Within five (5) working days of the receipt of the complaint, barring extenuating circumstances, the person receiving the complaint shall begin efforts to resolve the

issue and shall document such efforts.

3. If, after five (5) days of effort at resolution, the issue is not resolved to the satisfaction of the complainant, the complaint will go to the full Personnel Committee.
4. The Personnel Committee will gather information from all parties involved and make its decision.
5. If satisfaction is not reached through the Personnel Committee, the complainant may submit the grievance in writing to the Niles Discovery Church Cabinet through the Moderator for resolution.
6. Documentation of this process is placed in the complainant's personnel file.

C. POLICY AGAINST HARASSMENT

1. The Niles Discovery Church is committed to providing a work environment that is free of illicit harassment based on any protected characteristics. As a result, Niles Discovery Church maintains a strict policy prohibiting sexual harassment and harassment against employees, applicants for employment, individuals providing services in the workplace pursuant to a contract, unpaid interns, or volunteers based on any legally-recognized basis, including, but not limited to, their actual or perceived race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status (including registered domestic partnership status), sex (including pregnancy, childbirth, lactation and related medical conditions), gender (including gender identity and expression), age (40 or over), sexual orientation, military and veteran status, immigration status or any other consideration protected by federal, state or local law. For purposes of this policy, harassment on the basis of "national origin" also includes harassment against an individual because that person holds or presents the California driver's license issued to those who cannot document their lawful presence in the United States. All such harassment is prohibited. This policy applies to all persons involved in our operations, including coworkers, supervisors, managers, temporary or seasonal workers, agents, vendors, or any other third party interacting with the Niles Discovery Church ("third parties") and prohibits proscribed harassing conduct by any employee or third party of Niles Discovery Church, including nonsupervisory staff, supervisors, and managers. If such harassment occurs on the Niles Discovery Church's premises or is directed toward an employee or a third party interacting with the Niles Discovery Church, the procedures in this policy should be followed.

2. Sexual Harassment Defined

Sexual harassment includes unwanted sexual advances, requests for sexual favors or visual, verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made a term or condition of employment; or
- Submission to, or rejection of, such conduct is used as a basis for employment decisions affecting the individual; or
- Such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment also includes various forms of offensive behavior based on sex and includes gender-based harassment of a person of the same sex as the harasser. The following is a partial list:

- Unwanted sexual advances.
 - Offering employment benefits in exchange for sexual favors.
 - Making or threatening reprisals after a negative response to sexual advances.
 - Visual conduct: leering; making sexual gestures; displaying sexually suggestive objects or pictures, cartoons, posters, websites, emails or text messages.
 - Verbal conduct: making or using derogatory comments, epithets, slurs, sexually explicit jokes, or comments about an employee's body or dress.
 - Verbal sexual advances or propositions.
 - Verbal abuse of a sexual nature; graphic verbal commentary about an individual's body; sexually degrading words to describe an individual; suggestive or obscene letters, notes or invitations.
 - Physical conduct: touching, assault, impeding or blocking movements.
 - Retaliation for reporting harassment or threatening to report sexual harassment.
3. Other Types of Harassment
- Prohibited harassment on the basis of any legally protected classification, including, but not limited to: race, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status (including domestic partnership status), age (40 or over), sexual orientation, Civil Air Patrol status, military and veteran status, immigration status or any other consideration protected by federal, state or local law, includes behavior similar to the illustrations above pertaining to sexual harassment. This includes conduct such as:
- Verbal conduct including threats, epithets, derogatory comments or slurs based on an individual's protected classification;
 - Visual conduct, including derogatory posters, photographs, cartoons, drawings or gestures based on protected classification; and
 - Physical conduct, including assault, unwanted touching or blocking normal movement because of an individual's protected status.
4. Protection Against Retaliation
- Retaliation is prohibited against any person by another employee or by the Niles Discovery Church for using the Niles Discovery Church's complaint procedure, reporting proscribed harassment or filing, testifying, assisting or participating in any manner in any investigation, proceeding or hearing conducted by a governmental enforcement agency. Prohibited retaliation includes, but is not limited to, termination, demotion, suspension, failure to hire or consider for hire, failure to give equal consideration in making employment decisions, failure to make employment recommendations impartially, adversely affecting working conditions or otherwise denying any employment benefit.
5. Harassment and Retaliation Complaint Procedure
- Any employee who believes that he/she/they has been harassed or subjected to retaliation by a co-worker, supervisor, agent, client, vendor, or any other third party interacting with the Niles Discovery Church in violation of the foregoing policies, or who is aware of such behavior against others, should immediately provide a written report to the Senior Pastor, the Associate Pastor, the Moderator, or the Vice Moderator. Employees are not required to make a complaint directly to their immediate supervisor. The person who receives a complaint of misconduct must immediately

report such complaints to the Personnel Committee. When a report is received, Niles Discovery Church will conduct a fair, timely, thorough and objective investigation that provides all parties appropriate due process and reaches reasonable conclusions based on the evidence collected. Niles Discovery Church expects all employees to fully cooperate with any investigation conducted by Niles Discovery Church into a complaint of proscribed harassment or retaliation, or regarding the alleged violation of any other Niles Discovery Church policies. Niles Discovery Church will maintain confidentiality surrounding the investigation to the extent possible and to the extent permitted under applicable federal and state law.

Upon completion of the investigation, Niles Discovery Church will communicate its conclusion as soon as practical. If Niles Discovery Church determines that this policy has been violated, remedial action will be taken, commensurate with the severity of the offense, up to and including termination of employment. Appropriate action will also be taken to deter any such conduct in the future.

The federal Equal Employment Opportunity Commission (EEOC) and the California Department of Fair Employment and Housing (DFEH) will accept and investigate charges of unlawful discrimination or harassment at no charge to the complaining party. Information may be located by visiting the agency website at www.eeoc.gov or www.dfeh.ca.gov.

Confirmation of Receipt

This version of the Niles Discovery Church Personnel Policy was adopted by the Cabinet on March 16, 2020, with final grammatical editing completed on May 1, 2020. It supersedes and replaces all previous versions of the Policy.

I have received my copy of the Niles Discovery Church Personnel Policy. I understand and agree that it is my responsibility to read and familiarize myself with these policies and procedures.

I understand that, except for employment at will status as explained in these policies, any and all policies or practices can be changed at any time by Niles Discovery Church. Niles Discovery Church reserves the right to change my hours, wages, and the Personnel Policies at any time provided that such changes do not contradict the church's Bylaws and have been approved by the Niles Discovery Church Cabinet.

I understand and agree that employment at Niles Discovery Church may be terminated at the will of either Niles Discovery Church, in accordance with provisions stated in the Bylaws, or by myself. My signature certifies that I understand that the foregoing agreement is the sole and entire agreement between Niles Discovery Church and myself concerning the duration of my employment and the circumstances under which my employment may be terminated (except if I am a Called Program Staff member). These Policies are intended to be consistent with the Bylaws.

Employee's Signature _____

Employee's Printed Name _____

Date _____