

# Human Resources Policy

## Oberlin Unitarian Universalist Fellowship

November 2011

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## **1 Introduction**

### **1.1 Statement of Purpose**

The purpose of the Human Resources (HR) Policy is to support the Mission and Covenant of the Oberlin Unitarian Universalist Fellowship (OOUF) in the relationship between the OOUF and persons hired for specific purposes.

The provisions of the HR Policy *do not* apply to ministers hired by agreement of contract or called (Article X of the OOUF Bylaws), to professional and non-professional religious educators hired by agreement or contract, and to Commissioned Lay Leaders.

Agreements or contracts between the OOUF and persons in the above positions may incorporate all or some of the HR Policy by reference into the agreements or contracts that are mutually drawn up and agreed upon by the parties.

The HR Policy is designed to provide for the recruitment and selection of qualified persons who will contribute to the mission of the OOUF, to provide employees with information about their workplace benefits and rights, and to ensure the equitable administration of human resources policies. The Policy eliminates the need for contracts or agreements for each employee, except in specific circumstances as determined by the OOUF Board of Trustees (Board).

Implementation of the Policy is to be within the context of three documents applicable to all activities of the OOUF. These documents are the Principles of the Unitarian Universalist Association (UUA), the Bylaws of the OOUF, the OOUF Mission and Covenant.

### **1.2 UUA Seven Principles**

There are seven principles which Unitarian Universalist congregations affirm and promote:

The inherent worth and dignity of every person;

Justice, equity and compassion in human relations;

Acceptance of one another and encouragement to spiritual growth in our congregations;

A free and responsible search for truth and meaning;

The right of conscience and the use of the democratic process within our congregations and in society at large;

The goal of world community with peace, liberty, and justice for all;

Respect for the interdependent web of all existence of which we are a part.

### **1.3 OOUF Bylaws**

The OOUF Bylaws are the legal rules that govern the OOUF. They provide for membership requirements, meetings, committees, board member duties, finances, and other related subjects. The Bylaws are amended from time to time and a current version is available from the Board Chairperson.

### **1.4 OOUF Mission and Covenant**

The Oberlin Unitarian Universalist Fellowship is a welcoming, caring community that promotes religious freedom, encourages spiritual and personal growth, and works for a peaceful, just, and sustainable world.

We the members and friends of the Oberlin Unitarian Universalist Fellowship covenant to live together in our quest for truth, love, social justice, and environmental responsibility. In this spirit of caring fellowship, we offer our combined gifts and resources.

### **1.5 Policy Approval and Revisions**

The Board issues the HR Policy and may alter it at any time. When a change is made the effective date of the revision is noted in the applicable section of the Policy. Revisions are communicated to affected persons as soon as practical.

### **1.6 Fellowship History, Mission, and Organizational Structure**

In the mid 1950's a group of college students formed a Unitarian Fellowship. Some local members of The Religious Society of Friends and local Unitarians soon joined this group and met together regularly for worship. The Unitarian Fellowship of Oberlin was recognized by the national association on May 25, 1960, becoming the Unitarian Universalist Fellowship upon the merger of the two national organizations in 1961. See [www.ouuf.org](http://www.ouuf.org)

The OOUF is an incorporated nonprofit organization. A membership business meeting is held at least annually. Administration of the OOUF is delegated by the members to an elected Board of Trustees. The officers are the chairperson, vice-chairperson, secretary, and treasurer.

### **1.7 Unitarian Universalism**

Sixteenth century beginnings led to the current Unitarian Universalist Association (UUA). See [www.uua.org](http://www.uua.org)

## **2 Recruitment and Selection**

### **2.1 Classifications**

The OOUF is committed to fairness in the workplace, even though the status of OOUF as a church and its low number of actual employees may exempt it from a variety of

workplace laws, including but not limited to the Equal Employment Opportunity Act and the Fair Labor Standards Act.

The HR Policy is not a contract and can be modified or changed at any time.

Employment, unless otherwise specified by contract, is “at will” and may be terminated without penalty by either party.

### **2.1.1 Minister (the HR Policy does not apply)**

Part-time or full-time ministers, including ordained ministers of religious education, called by the congregation or hired by the Board are not considered employees in a conventional sense. The relationship between a minister and the congregation is covenantal and is described in agreements that are mutually drawn and agreed upon by the specific parties involved.

Ministers initially hired by the Board may later be called by the congregation.

The terms of a minister’s agreement should contain clear expectations of what the OOUF’s responsibilities are, what the minister’s (hired or called) responsibilities are, and what are mutual responsibilities. The agreement should specify whether or not the minister has any supervisory responsibility over employees. The agreement should be specific as to the relationship of the minister with the Board, a Commissioned Lay Leader (CLL), committee and team chairs, the director of religious education, and the Committee on Ministry (COM).

The agreement will make provisions for a liaison to be appointed by the Board, who along with other lay leaders and the COM would work to establish a relationship to the mutual benefit of the minister and the OOUF in the spirit of the UUA Principles, the OOUF Bylaws, and the OOUF Mission and Covenant.

Periodic assessments (these assessments should describe relationships and should not reflect judgments in the way that a performance evaluation typically does) should be conducted approximately every three months for the first year of an agreement between a minister and the OOUF, and every two or three years thereafter or as requested by the minister, the Board, or the COM. This is not a performance evaluation as described later in this Policy.

The above periodic assessments would be the responsibility of the COM and could utilize formats adapted from those used by the UUA in assessing the progress of interim ministers. The overall results of these assessments would be shared with the congregation.

The agreement would make provisions for and specify responsibility for managing strains in the relationship between the minister and the congregation. The utilization of extra Fellowship resources to aid in such discussions would be essentially in congruence with the UU Ministers Association (UUMA), the UUA Principles, and the OOUF Mission and Covenant. Such resources could include services of the Ohio Meadville District (OMD) Executive, the UUMA Good Offices person acting as a mediator, private consultants or consultants from other UUA organizations, and even such resources as “The Covenantal Caring Conversation,” by Robert Leventhal (a process to help congregations have conversations that are difficult for many persons, yet are sometimes necessary).

The agreement would also contain the basis and the procedures to be followed for dismissal or other termination of the relationship.

### **2.1.2 Director of Religious Education**

The Director will be hired by the Board. If the Director is an ordained minister, Section 2.1.1, above, applies.

Directors who are credentialed or certified as well as Directors not yet credentialed or certified are still considered to have a covenantal relationship with the Fellowship through the Board. The Board will appoint a liaison who would meet regularly, possibly monthly, and more frequently as needed with a similar aim as the liaison between the Board and a minister.

The agreement with the Director will describe the nature of the relationship of the Director with the minister, a CLL, committees, and employees.

The agreement would also contain the basis and the procedures to be followed for dismissal or other termination of the relationship.

The COM's assessment of the ministry of the OOUF will include the religious education program. Program assessments with input from the parents of children will be secured either by the Religious Education Committee and/or by the Director.

### **2.1.3 Religious Education Supervisor**

The RE Supervisor will be hired by the Board. Normally the RE Supervisor would report to the Minister; otherwise the RE Supervisor will report to the Board or a Trustee designated by the Board.

The RE Supervisor may be either a full-time or part-time employee as described in sections 2.1.7, 2.1.8, or 2.1.9, below.

The agreement with the RE Supervisor will describe the nature of the relationship of the RE Supervisor with the CLL, committees, and other employees.

The agreement would also contain the basis and the procedures to be followed for dismissal or other termination of the relationship.

The COM's assessment of the ministry of the OOUF will include the religious education program. Program assessments with input from the

parents of children will be secured either by the Religious Education Committee and/or by the RE Supervisor.

#### **2.1.4 Coordinator of Religious Education**

The RE Coordinator will be hired by the Board. The RE Coordinator will report to the Board or a Trustee designated by the Board.

The RE Coordinator may be either a full-time or part-time employee as described in sections 2.1.7, 2.1.8, or 2.1.9, below.

The agreement with the RE Coordinator will describe the nature of the relationship of the RE Coordinator with the CLL, committees, and other employees.

The agreement would also contain the basis and the procedures to be followed for dismissal or other termination of the relationship.

The COM's assessment of the ministry of the OUIF will include the religious education program. Program assessments with input from the parents of children will be secured by the Religious Education Committee.

#### **2.1.5 OWL Coordinator**

The OWL Coordinator will be hired by the Board. The OWL Coordinator will report to the Board or a Trustee designated by the Board.

The OWL Coordinator may be either a full-time or part-time employee as described in sections 2.1.7, 2.1.8, or 2.1.9, below.

The agreement with the OWL Coordinator will describe the nature of the relationship of the OWL Coordinator with the RE Coordinator, the CLL, committees, and other employees.

The agreement would also contain the basis and the procedures to be followed for dismissal or other termination of the relationship.

The COM's assessment of the ministry of the OUIF will include the religious education program. Program assessments with input from the parents of children will be secured by the Religious Education Committee.

### **2.1.6 Commissioned Lay Leader**

The CLL program provides for commissioning every three years and there is a covenantal agreement drawn up between the Board and the CLL. This agreement may be modified by mutual consent.

The COM's assessment of the ministry of the OOUF will include the CLL.

### **2.1.7 Full-Time Employee**

A salaried or hourly employee who is scheduled to work 40 hours per week and whose employment has no specified end date. Eligible for leave and other benefits.

### **2.1.8 Part-Time Employee (15-39 hours per week)**

No specified end date. Eligible for pro-rated leave and benefits.

### **2.1.9 Part-Time Employee (less than 15 hours per week)**

No specified end date. Not eligible for benefits.

### **2.1.10 On-Call Employee (works as-needed)**

Not eligible for benefits.

### **2.1.11 Temporary Employee**

Full or part-time with an end date, usually not to exceed six months. Not eligible for benefits.

### **2.1.12 Independent Contractor**

The HR Policy does not apply. Work is pursuant to a contract.

## ***2.2 Position Descriptions and Pay Rates***

Each job has a position description which includes at a minimum the job duties, qualification requirements, application procedures and deadlines, pay rate, and benefits, if any.

## **2.3 Vacancy Announcements**

All job and promotional opportunities are publicized at a minimum in the OOUF newsletter and posted at the OOUF meeting location. Vacancies are publicized for at least one month.

## **2.4 Interviews and Selection**

The Board of Trustees or its designee establishes an interview and selection procedure for each vacant position prior to issuing the vacancy announcement.

## **2.5 Immediate Supervisor Definition**

The Board of Trustees designates an immediate supervisor for each position. This may be a member of the Board of Trustees, the minister, any OOUF member, or an existing employee. For example, the Vice-Chairperson (or the minister, or any other member of the OOUF) may be designated as the immediate supervisor for the office administrator, and the office administrator may be designated as the immediate supervisor of the custodian. Employees report to an immediate supervisor (an individual) and not to a committee at large (a group of individuals). A committee, such as the Religious Education Committee in this example, or a personnel committee, may serve in a review role (see Sections [4](#), [5](#), [5.4](#), [6.1](#), and [8](#) of this Policy) but not as the immediate supervisor of an employee.

# **3 Wage and Hour Administration**

Prospective employees may be required to show proof of eligibility to work in the United States.

## **3.1 Hours of Work**

The position description, the needs of OOUF, and employee availability will be considered by the immediate supervisor when establishing work hours.

## **3.2 Timekeeping and Overtime**

A written record of time worked, signed by the employee and the immediate supervisor, is maintained for each pay period. An exception may be made for a person hired to perform a specific task, e.g., Sunday morning setup,

and in such a case the hours are not itemized. The dates worked are recorded and signed by the employee and the immediate supervisor for each pay period.

Overtime pay must be authorized in advance by the Board of Trustees.

### **3.3 Pay and Payroll Deductions**

The written record of time worked ([Section 3.2](#) of this Policy) is submitted to the OOUF Treasurer, who prepares a check for the hours worked. The Treasurer provides the employee with a record of deductions from the employee's pay.

## **4 Orientation and Training**

The immediate supervisor provides each new employee with a copy of this HR Policy.

The immediate supervisor, after consulting with the Board of Trustees or the committee serving in a review capacity (see [Section 2.5](#) of this Policy), prepares a plan of orientation for each new employee. The orientation may range in scope from a brief meeting to discuss the OOUF and the job to be accomplished, to a more thorough orientation including, for example, attending a Board of Trustees meeting.

Training opportunities presented by the Ohio Meadville District of the UUA, by community organizations, or other entities, may be available from time to time. The employee and immediate supervisor work together in determining the need for and appropriateness of training opportunities. The Board of Trustees may authorize funding for training fees and travel expenses.

## **5 Performance Evaluation**

Written performance evaluations are prepared by the immediate supervisor. The format of the evaluation is dependent upon the nature of the job. For example, the Office Administrator might have a thorough evaluation while a child care provider may have a brief summary evaluation.

The position description is the foundation for the evaluation. The previous evaluation, if any, is considered. The following questions should be answered, at a minimum: Are all job duties (in the job description) being

completed? What is the quality of performance? What are the employee's performance strengths and weaknesses? Are deadlines met? Are working relationships productive? Has any training been completed? What are the goals for the future?

The following procedures are recommended:

- Step One: Immediate supervisor meets with the employee to advise that a performance evaluation will be completed in the near future, and the anticipated format of the evaluation is discussed with the employee. The employee's recommendations about the format are sought and considered by the immediate supervisor.
- Step Two: The immediate supervisor prepares a draft written evaluation.
- Step Three: The immediate supervisor meets with the employee, provides the employee with the draft written evaluation, and discusses the evaluation with the employee. The discussion may lead to changes in the evaluation. If no changes are to be made, Step Five below may be followed.
- Step Four: The immediate supervisor revises the evaluation.
- Step Five: The employee signs the evaluation acknowledging receipt of a copy. The signed copy is provided to the Chairperson of the Board of Trustees for the personnel file (see Section 800 of this Policy). The employee is provided a copy, and the immediate supervisor retains a copy.

If a committee (see [Section 2.5](#) of this Policy) is playing a role in a position, then the committee will likely be involved in the evaluation process and at a minimum will receive a copy of the evaluation.

### **5.1 Initial Evaluation**

The initial evaluation is completed approximately 60 days after employment begins.

### **5.2 Annual Evaluation**

The annual evaluation is completed prior to the first anniversary of the date employment began.

### **5.3 Pay Adjustments**

Pay adjustments are made by the Board of Trustees after receiving a recommendation from the immediate supervisor.

### **5.4 Performance or Conduct Problems**

Unacceptable performance issues are directly related to job duties (in the job description) and are deficiencies suitable for remedial action through skill development and training.

Unacceptable conduct issues are typically not skill related, but are in the realm of timeliness, behavior (personal attacks, theft, disruptiveness, or any behavior that impedes job performance or the mission of the OOUF).

The following procedures are recommended (except in the instance of conduct that poses an immediate threat to the well-being of an individual or to the mission of the OOUF, e.g., violence, theft, etc., under which circumstances the immediate supervisor consults with the Board Chairperson as soon as practicable).

- Step One: The immediate supervisor identifies the issue (by observation or by report from another person), discusses the issue in private with the employee, and comes to agreement with the employee on action to improve performance or correct the behavior. A date is set for a second private conversation (in a month, for example) to review action on the agreement of the first meeting. No formal written record is made of this meeting.
- Step Two: At the second private meeting, the initial agreement is reviewed, and progress is assessed. The adverse action is concluded, if in the view of the immediate supervisor satisfactory progress is achieved. No formal written record is maintained and this is deemed a cautionary adverse action and no further reference is made to this intervention.

If progress is unsatisfactory, or the performance or conduct was repeated, a written document is prepared, and a copy is provided to the employee. A date is set for a third private meeting.

- Step Three: At the third private meeting, progress is assessed. If satisfactory progress is achieved in the view of the immediate

supervisor, this concludes the matter. The supervisor may retain the document prepared in Step Two, above, and may refer to it in future adverse action, if any.

If progress is unsatisfactory, or the performance or conduct was repeated, a written report is prepared including a recommendation from the immediate supervisor for action by the Board of Trustees. This action may be a reprimand, demotion, or termination. The employee is provided with a copy of the report and recommendation, and the original is provided to the Board Chairperson (or to the review committee, if in existence).

- Step Four: The Board Chairperson (or review committee) meets with the employee and the immediate supervisor to discuss the report and recommendation. If the matter is resolved, this is noted on the report and it is placed in the personnel file (see [Section 8](#), this Policy).
- Step Five: If the matter is unresolved at Step Four, the report and recommendation go to the Board of Trustees, which meets with the employee and the immediate supervisor and takes action to resolve the matter.

At any stage of the procedures above, the employee may pursue grievance procedures as provided in [Section 6.1](#) of this Policy. Also, at any stage of the procedures, the employee may be accompanied by another person who may be helpful to resolution of the matter, and the employee must provide advance notice to the immediate supervisor that another person will be present.

These procedures are designed to provide the employee with the opportunity to improve performance or to change conduct, and to further the mission of the OOUF.

## **6 Workplace Policies**

### **6.1 Employee Grievances**

Grievance procedures are provided for employees to disagree with decisions of the immediate supervisor or to make known workplace issues that are seen as unsatisfactory to the employee.

The Committee on Ministry serves to resolve conflict within the OOUF between congregants, or between congregants and staff. An employee, who also is a congregant, is to follow the grievance procedures in this Policy, if the issue at hand is related to the job duties of the employee.

The following procedures are recommended:

- Step One: The employee discusses the issue with the immediate supervisor.
- Step Two: If the issue is unresolved, the employee prepares a written statement about the issue, the action sought, and provides it to the Board Chairperson (or the review committee, if in existence, see [Section 2.5](#), this Policy). The employee provides a copy to the immediate supervisor.
- Step Three: If the issue is unresolved, the review committee meets with the employee and the immediate supervisor to resolve the issue.
- Step Four: If the issue is unresolved, the Board of Trustees meets with the parties involved and makes a decision.

## **6.2 Sexual Harassment and Hostile Environment**

Unwelcome advances, requests for sexual favors, or any other verbal or physical conduct of a sexual nature that in the opinion of the employee creates a hostile or offensive working environment constitutes sexual harassment.

Any activity related to an individual's race, religion, gender, national origin, ethnicity, age, physical disabilities, political affiliation, sexual orientation, color, marital status, veteran status, or medical condition, that in the opinion of the employee is offensive constitutes a hostile environment.

The employee should follow the grievance procedures of this Policy, [Section 6.1](#). If the immediate supervisor or Board Chairperson are implicated in the harassment or are contributing to the hostile environment, the employee should seek assistance from the Vice-Chairperson or other Board members.

## **6.3 Equal Employment Opportunity**

OOUF will not discriminate against an applicant or employee because of race, religion, gender, national origin, ethnicity, age, physical disabilities, political affiliation, sexual orientation, color, marital status, veteran status or

medical condition in hiring, promotion, demotion, training, benefits, transfers, layoffs, terminations, recommendations, rates of pay or other forms of compensation. Opportunity is based on qualifications and job requirements.

#### **6.4 Safety**

Employees are to use good judgment and common sense in matters of safety. Any concerns should be discussed with the immediate supervisor.

Any injury, regardless of the severity, occurring on the job is to be reported to the immediate supervisor. The immediate supervisor is to advise the Board Chairperson of the injury.

#### **6.5 Whistleblower Protection**

No employee who in good faith reports to an immediate supervisor or to any member of the Board of Trustees any misconduct of another employee or Board of Trustees member will suffer harassment, retaliation, or adverse action, as a consequence of said report.

### **7 Employee Benefits**

#### **7.1 Insurance**

The Board of Trustees may in specific circumstances provide an insurance benefit.

#### **7.2 Retirement**

The UUA maintains a defined contribution qualified retirement plan. Eligibility requirements apply.

#### **7.3 Leave**

Full-time and part-time employees who work over 15 hours a week (see [Section 2.1](#), this Policy) are eligible for leave. The leave is based on hours worked, i.e., a 20 hour per week schedule would result in one-half the leave listed below. Leave accrues as the work year progresses.

Leave includes what is commonly known as vacation time, sick leave, bereavement leave, and personal leave.

Year one through year five: 15 days

More than five years: 25 days

Employees should schedule leave with the immediate supervisor, except in the case of illness or an emergency. Earned leave may be carried over from year to year but at no time should the accumulation exceed the amount of leave that would be earned in two years.

Cash payment is not made for unused leave, except as approved by the Board of Trustees.

The Board of Trustees may grant extensive leave without pay for medical or family reasons, military service, jury service, or any other reason.

#### **7.4 Holidays**

Federal holidays are paid days off for employees scheduled to work on those days.

#### **7.5 Employee Assistance Program**

The OOUF does not have a program but will assist employees who may need support in their lives for reasons unrelated to their employment.

#### **7.6 Vehicle Use and Mileage Reimbursement**

Employees who use their own vehicles for OOUF related business may be reimbursed for mileage at the rate established by the Internal Revenue Service. Reimbursement must be authorized in advance by the Board of Trustees through the immediate supervisor.

### **8 Employee Records**

The Board Chairperson or designee maintains a file for each employee, which is to include the vacancy announcement and position description, the application for employment, pay details, leave records, performance evaluations, and emergency contact information.

The entire file may be reviewed by the employee, the immediate supervisor, the review committee, and the Board Chairperson (see [Section 2.5](#) of this Policy).

One year after employment termination the file is discarded and only the position title and dates of employment are retained.

Any employee who is in need of job performance information, e.g., a reference letter, should keep copies of performance evaluations to be used for this purpose.

## **9 Termination of Employment**

An employee is to notify in writing the immediate supervisor at least two weeks prior to resignation.

Revisions from February 2011 version:

- Modified section numbering and format to expand numbering of subsections.
- Renamed Director of Lifespan Faith Development to Director of Religious Education, in accordance with Board review of committee structure. Added alternate positions of RE Supervisor, RE Coordinator, and OWL Coordinator for possible use.
- Renumbered steps in section 6.10, Employee Grievances, as there was no step three in the February document.

Approved by the Board of Trustees, November, 2011

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