

PERFORMANCE PROBLEMS RESOLUTION POLICY

1. Performance Problems. The Church has specific procedures when any employee misconduct occurs. Verbal and written warnings are issued to employees when misconduct occurs. These warnings constitute a formal record of discussion between the employee and his or her supervisor or administrator regarding the employee's misconduct and the consequence(s) of the current and possible future infractions. Serious misconduct (as determined at the sole discretion of the Church) can result in immediate termination without any prior warning(s).

Serious misconduct includes, but is not limited to:

- a. Unauthorized removal of property
- b. Theft
- c. Insubordination
- d. Intoxication
- e. Fighting

Verbal warnings are noted in the personnel file.

When written warnings are given, the employee receives a copy, and a copy is placed in the personnel file. Written warnings should be signed by the Supervisor and the employee.

While employees should take both verbal and written warnings seriously, written warnings are particularly serious because they usually constitute a final warning to the employee that he or she may be suspended and/or terminated if there is any further violation of any Church rule or policy.

If the employee disagrees with the warning and/or has comments to make, the employee may take advantage of the DISPUTE RESOLUTION program outlined at the end of this section. The existence of this program does not alter the "At-Will" nature of employment with the Church.

2. Progressive Steps of Performance Counseling. The Church has established a formal progressive counseling procedure to manage performance issues. This program is intended to identify performance deficiencies to aid employees in improving performance to meet established Church standards. It is the employee's responsibility to address performance issues for improvement to avoid additional performance counseling and the risk of more severe disciplinary action.

The purpose of this policy is to state the Church's position on administering equitable and consistent counseling and related actions for unsatisfactory conduct in the workplace. The best measure is the one that does not have to be enforced and comes from good leadership and fair supervision at all employment levels. The Church's own best interest lies in ensuring fair treatment of all employees and in making certain that performance management actions are

prompt, uniform, and impartial. The major purpose of any counseling action is to correct the problem, prevent recurrence, and prepare the employee for satisfactory service in the future.

Although employment with the Church is based on mutual consent and both the employee and Church have the right to terminate employment at will, with or without cause or advance notice, the Church may use progressive counseling at its sole discretion. The procedure consists of:

- a. Verbal Performance Counseling
- b. Written Performance Counseling
- c. Suspension (with or without pay)
- d. Termination

(For new employees in the initial 90-day Introductory Period, the counseling procedure may exclude the Written Counseling.)

Any or all of these steps may be accelerated, depending upon individual circumstances and the nature of the infraction. Moreover, exceptions or deviations from the normal procedure may occur whenever the Church deems appropriate, subject to the concurrence of the HR Committee. Progressive performance counseling means that, with respect to most performance problems, these steps will normally be followed: a first offense may call for a verbal warning; a next offense may be followed by a written warning; another offense may lead to a suspension; and, still another offense may then lead to termination of employment.

By using progressive performance counseling, we hope that most employee problems can be corrected at an early stage, benefiting both the employee and the Church.

3. Chain of Command. An appeal of decisions and actions taken is to be done through the chain of command. If you disagree with a decision your Supervisor has made and cannot resolve it with him/her, you may appeal that decision to your Supervisor's supervisor. If you do not agree with a corrective action taken as a part of progressive discipline, it may be appealed to your Supervisor's supervisor. In either case, if you are not satisfied with the decision after your appeal, you may appeal it to the next level in the chain of command. Going around a level in the chain of command to speak with someone higher up, without communicating with the appropriate level is unacceptable. It is the responsibility of each Supervisor to review the appeal with the HR Committee Representative as the appeal escalates up the Chain of Command.

4. Dispute Resolution Statement (from Employee Application)

“As a community of Christians, the Church believes that the Bible commands us to make every effort to live in peace with one another and to resolve disputes with each other in private or within the Christian church. Our guidelines for resolving problems and reconciling relationships are contained in Matthew 5:22-24, Matthew 18:15-20, and 1 Corinthians 6:1-8. Based on the fact that the parties involved in your employment are

Christians, and based on the biblical injunctions noted above, we ask that all employees agree to and sign the following process for the resolution of disputes as a condition of your employment.

“As an employee of the Church, I agree that any controversy or claim arising out of my employment shall be settled by biblically-based mediation/arbitration in accordance with the Rules of Procedure for Christian Conciliation of the Institute for Christian Conciliation. (A copy of these Rules are available from the HR Committee Representative if you did not receive a copy at the time of hiring). I have been encouraged to read these Rules, which call for mediation of disputes, and if necessary, final binding arbitration thereafter.

“Unless otherwise agreed by the parties, all mediations shall be conducted by at least two mediators and all arbitration proceedings shall be conducted by three arbitrators.

“I AGREE THAT THESE METHODS WILL BE THE SOLE REMEDY FOR ANY CONTROVERSY OR CLAIM ARISING OUT OF MY EMPLOYMENT BY THE CHURCH, INCLUDING CLAIMS FOR VIOLATION OF FEDERAL AND STATE LAW, FOR BREACH OF ALLEGED CONTRACT, AND FOR NEGLIGENT OR INTENTIONAL WRONGFUL CONDUCT.

“I FURTHER AGREE THAT THESE METHODS SHALL BE THE SOLE REMEDY WHETHER THE CLAIM IS BETWEEN MYSELF AND THE CHURCH, OR BETWEEN MYSELF AND ONE OR MORE OF ITS PASTORS, BOARD MEMBERS, OFFICERS, ADMINISTRATORS, STAFF MEMBERS OR OTHER EMPLOYEES OR CONTRACTORS. I EXPRESSLY WAIVE MY RIGHT TO FILE A LAWSUIT AGAINST THE CHURCH IN ANY CIVIL COURT FOR SUCH DISPUTES, EXCEPT TO ENFORCE A LEGALLY BINDING ARBITRATION DECISION. BY ACCEPTING MY EMPLOYMENT APPLICATION AND OFFERING ME EMPLOYMENT, I UNDERSTAND THAT THE CHURCH ALSO WAIVES ITS RIGHT TO FILE A LAWSUIT AGAINST ME IN ANY CIVIL COURT FOR SUCH DISPUTES, EXCEPT TO ENFORCE A LEGALLY BINDING ARBITRATION DECISION.

“Except as otherwise provided in the Rules of Procedure for Christian Conciliation, in any proceeding brought to resolve a controversy arising out of my employment by the Church, I understand and agree that each party shall, regardless of the outcome of the matter – bear his/her/its own attorney fees and costs.”

APPLICANT'S STATEMENT (Part of Application Form)

“As an acceptance of an offer of employment from the Church, I agreed with and affirmed the following statements. If that was not done at that time of my employment, I now agree with and affirm the following statements as an acceptance of continued employment with _____ Church:

- 1) I understand that my employment is "at will" and may be terminated by myself or the Church, with or without notice, and with or without cause, at any time. The "at will" condition may not be altered by any representative of _____ Church unless done so in writing and signed by the Senior Pastor.

- 2) My signature below attests to my agreement with all of the statements in this section of the Personnel Manual/Application and with all conditions of employment contained within this section.”

5. Reduction in Force, Voluntary and Involuntary Separation. Under some circumstances, the Church may need to restructure or reduce its workforce. If restructuring our operations or reducing the number of employees becomes necessary, the Church will attempt to provide advance notice, if possible, to help prepare affected individuals. If possible, employees subject to layoff will be informed of the nature of the layoff and the foreseeable duration of the layoff, whether short-term or indefinite. In determining which employees will be subject to layoff, the Church will take into account, among other things, operation and requirements, the skill, productivity, ability, and past performance of those involved, and also, when feasible, the employee’s length of service.

If you voluntarily resign your employment or fail to report to work for three consecutively scheduled workdays without notice to, or approval by your Supervisor, you will be considered to have voluntarily terminated employment with the Church. All Church owned property (computers, vehicles, keys, etc.) must be returned immediately upon termination of employment for any reason.

At the time of separation, the employee must relinquish all credit cards, keys and other items belonging to the Church. Office fixtures, furnishings, equipment, and supplies are the property of the Church and are not to be removed by the employee, given to the employee, or sold to the employee.

These samples are provided as input to assist you in developing procedures, but are not a substitute for considering the risks at your church and establishing your own policies and procedures to reduce those risks to acceptable levels. Transformation Ministries provides these as a convenience for its churches but directly states to you, the user that Transformation Ministries is not providing these to you as legal advice or even a substitute for legal advice. Use of these samples is at your own risk. Laws change and best practices change, sometimes rapidly. It is your church’s responsibility to stay abreast of changes in laws and best practices. It is recommended you always consult with your attorney and/or CPAs part of the process of developing your policies and procedures.