

**PERSONNEL HANDBOOK**  
**Oct.2011**

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**Appendix A—FUCV Leadership Manual: Standing Committees, 3.12 Human Resources Committee**

**Appendix B—FUCV Leadership Manual: Operational Policy, 6.5 Human Resources; 6.6 Conflict of Interest**

**Appendix C—Congregational Covenant of Good Relations (Task Force 2010 update pending)**

**Appendix D—Participation by Church Staff in FUCV Governance (HRC 2010 update)**

**Appendix E—FUCV Leadership Manual: Operational Policy re Abuse of Power in the Event of Verbal,**

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**Appendix F— Professional Development Guidelines for Long-term Service Staff**

**Appendix G—Duty of Care Statement**

**Appendix H---Termination by Employer: Interpretation of “Just cause for dismissal”**

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- Effective date of the Personnel Handbook, August 2010.
  - This final corrected version of the Handbook was approved by the Human Resources Committee, July 2010.
  - The FUCV Board the approved updated version of the Handbook, April 2010, with recommendations that minor changes be undertaken by HRC,
  - This is an update of the Personnel Handbook approved by the First Unitarian Church of Victoria Board of Trustees, August 2004.

First Unitarian Church of Victoria

**PERSONNEL HANDBOOK  
(2010 update)**

**1. Personnel Administration**

**1.01 Introduction**

Although policies for First Unitarian Church of Victoria (FUCV) staff must be approved by the Board of Trustees (Board), the Human Resources Committee (HRC) and its Administration Council are charged with developing and monitoring appropriate personnel policies, procedural guidelines and associated documents (e.g., contracts). Where provisions of the Minister's\* contract diverge from the following general policies and procedures, however, the Minister's contract takes precedence.

Minister's employment and dismissal rest with the Congregation. Other than the Minister, final authority to employ or dismiss staff resides with the Board. In addition, with the exception of the Minister, it is the HRC that oversee the selection, hiring, performance evaluation and termination of staff, in consultation with the supervisor & appropriate committee. Moreover, other than the Minister, the HRC prepares job/position descriptions that govern the scope of staff activities as well as the associated contracts or letters of appointment and continuation in consultation with the staff member's supervisor & appropriate committee.

All staff members are expected to abide by the provisions of their job/position description. The HRC oversees the work performance evaluations by the applicable supervisor(s) for all staff--probationary and regular—except the Minister.

**1.02 Nomenclature**

When the term “staff” is used throughout this Personnel Handbook it should be understood that this term refers to both regular employees (e.g., Church Administrator) and contract workers (e.g., Director of Music) all of whom are in the employ of the FUCV.

When the term “supervisor” is used in the Personnel Handbook, it should be understood that in addition to the supervisor mentioned in the staff member's Letter of Appointment (for regular employees) or Contract (for contract workers) this may also include designated (i.e., Board-appointed) surrogates.

The material included in this Personnel Handbook is in accord with the FUCV Leadership Manual (July 2009) and is an elaboration of its section on "Operational Policy--Human Resources." (See Appendix A in this Handbook.)

**2. Personnel Policy**

**2.01 Government Acts and Regulations--Employment Standards/Human Rights**

Personnel policy is designed to be a working guide for staff members in the day-to-day administration of the First Unitarian Church of Victoria (FUCV) personnel matters. This policy is governed by the B.C. Employment Standards (BCES) Act. In the event that there is a conflict between the contents of this Personnel Handbook and any Federal (e.g., CPP or EI), Provincial (e.g., BCES) or Municipal Act, Regulation, Constitution or By-Law, the latter shall take precedence over the terms of this Handbook.

The FUCV subscribes to the Human Rights Code of British Columbia: therefore, there shall be no discrimination practised against any staff member, applicant or FUCV congregant on the basis of race, creed, colour, age, gender, marital status, ancestry, nationality, ethnic origin, family relations, sexual orientation, political belief, physical or mental disability, or summary conviction that is unrelated to employment or intended employment.

**2.02 Personnel Information**

All personnel information, whether pertaining to regular employees or contract workers, will be kept

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\* Where the designation “Minister” is used, this applies to “Co-Ministers” as well.

#### 2.02 Personnel Information continued

confidential. However, such information may be released if, in the judgement of the HRC and Supervisor (or designated surrogate), it is required for proper FUCV administration or where the staff member requests that it be made available. In all cases the staff member shall be informed prior to the release of personal information.

The staff member has the right to inspect her/his Human Resources file at any time, and to obtain copies of information in that file--with the exception of the following: Any source of information given in confidence to the employer by third parties shall not be open to inspection by staff members without permission of the third party or parties. Where no such consent is given, the staff member will be given the gist of the matter. Access to the confidential, secure FUCV Human Resources files--which are stored in the Church Office--is through either of the HRC Co-chairs or the Administration Council Chair.

#### 2.03 Ethics

Staff members have an obligation to follow the Congregational Covenant of Good Relations in addition to generally accepted community standards of deportment and ethics. Maintaining confidentiality of FUCV member and supporter information is a particularly important requirement. (All staff members shall be provided with a copy of the "Congregational Covenant of Good Relations" which contains details of staff member obligations--attached here as Appendix C.)

#### 2.04 Political Activities and Public Representation

Staff members are not to be discouraged from active involvement in the political process. However, with the exception of the Minister, of course, staff members are not to identify themselves as being representatives of the FUCV in any public appearance or public statement (written or verbal) without first obtaining written approval of the Administration Council or its Chair.

#### 2.05 Conflict of Interest

Church Board policy deals with conflicts of interest. Such conflicts are not unusual and many do not prejudice the Church; indeed, many can be waived as per Board policy precisely because, on balance, the Church benefits. At the same time, every FUCV staff member is accountable for disclosing possible conflicts of interest and for taking steps to have the conflict waived or otherwise dealt with as outlined in the FUCV Policy Manual. (See Appendix B, "Conflict of Interest".)

FUCV staff members have played an invaluable role by participation in Church Committees. Yet a conflict of interest may arise, for example, where the staff member has a significant functional reporting relationship to a particular committee as part of their employment; or a conflict of interest may arise where policy recommendations are made directly impacting the staff member. In addition, a conflict would exist if a staff member is working with any committee and a matter concerning another member of staff is discussed--in this case, a staff member attending the committee meeting would be expected to leave temporarily. While staff members are not eligible to serve as voting members of certain committees, they could be asked by the Board Chair to attend meetings as part of their paid duties. (See Appendix D, "Participation by Church Staff in FUCV Governance", for the list of Committees, Councils and categories of staff that are ineligible for full membership.)

#### 2.06 Multiple Employments

Staff members may engage in employment with another employer, carry on a business, or receive remuneration for activities outside their positions if: (a) it does not interfere with the performance of their duties at FUCV; (b) it does not bring FUCV into disrepute; (c) it does not represent a conflict of interest; (d) it is not performed as or appear to be an official act of the Church or purport to represent FUCV; and (e) unless approved contractually by the Board of Trustees, it does not involve the use of FUCV premises, services, equipment or supplies.

#### 2.07 Abuse of Power: Sexual and Other Serious Misconduct

Staff member relations are subject to the provisions of the current B.C. Human Rights Act that states that staff members are not to engage in sexual misconduct or other forms of personal harassment.

2.07 Abuse of Power: Sexual and Other Serious Misconduct continued

of Verbal, Emotional, Intellectual, Spiritual, Physical, and/or Sexual Abuse”--apply in the FUCV workplace. (See Appendix E, & also see 3.07 below.)

Before being removed from probationary status, all staff members who work with children must undergo a "criminal record check" to assure all concerned that there is no record of offences having been committed. In addition, certain staff that work with children will be required to undergo special “duty of care” training. (See Appendix G, “Duty of Care Statement”)

**3. Employment Conditions and Procedures**

3.01 Employment Definitions

At FUCV people are employed in positions defined as follows:

- (a) "Probationary employees and contractors"--Initial appointments to FUCV shall receive a Letter of Appointment or a Contract setting out the conditions of their employment, with a full job/position description attached. Probationary status will last for two to six months, the precise period to be determined by the Human Resources Committee.
- (b) "Regular employees"--A regular employee is a staff member who performs a function and associated tasks for which there is a specifically developed Job Description, has completed the required period of probation, and is entitled to all (or pro rata share of) employee benefits provided by FUCV for regular employees.
- (c) "Contract worker"--An independent contractor who is ordinarily hired on a fixed-term basis to perform a function and associated tasks for which there is a specifically developed Position Description, and is not entitled to employment benefits. (Worker provisions other than benefits shall apply which are specified in the Church Bylaws and in the Personnel Handbook.)
- (d) "Supervisor"--Refers to a FUCV Board-designated individual who oversees the work of FUCV staff members, e.g., ordinarily the Minister (or Board-appointed surrogate) is responsible for the supervision of the Church Administrator; the Director of Children’s Religious Education (or Coordinator of Religious Education) and the Director of Music. The Director (or Coordinator) of Children’s Religious Education is responsible for supervision of the Child Minders; the Director of Music for both the Choir and Church Accompanists; the Church Administrator for the Office Assistant, Office Assistant/Recorder and the Custodians; and the Property Management Council Chair for the Maintenance Technician.

3.02 Staff Recruitment (Except Ministers)

All vacant staff positions shall be posted internally at FUCV and may be advertised externally before being filled. All advertisements shall include: an overview of the job, qualifications required of applicants, and a statement indicating in what respects, if any, the job departs from normal working conditions. A Job or Position Description will also be available in the FUCV Office for review.

3.03 Staff Selection (Except Ministers)

Selection procedures shall assure that a current job description has been prepared, that adequate documentation is obtained from each qualified applicant and that appropriate arrangements are made for interviewing potential appointees. A selection committee shall be constituted as follows: (a) the supervisor (or designated surrogate), (b) a person from the Administration Council, advisory committee or job-related council, and (c) (an) HRC representative(s) that shall conduct the final screening of the most suitable applicant. The selection committee will use a standardized questionnaire and rating guide appropriate to the vacant position.

In certain circumstances expenses for candidate interviews such as transportation, child care, meals and accommodation may be reimbursed upon presentation of valid receipts.

3.04 Hiring of Relatives

Recognizing that supervision by a relative may influence discipline, conditions of work, etc., the hiring of relatives shall be approached with caution. When hiring a relative, authorization must be obtained from the Administration Council.

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### 3.05 New Staff Orientation (Except Ministers)

All new staff members shall be given (a) Letter of Appointment or a Contract outlining the contractual period of employment, etc.; (b) an orientation training by her/his supervisor (or designated surrogate); (c) a packet containing: the FUCV Personnel Handbook, FUCV Constitution and By-Laws, Congregational Covenant of Good Relations, Conflict of Interest and Abuse of Power, and the Duty of Care statement and a Performance Review Form.

### 3.06 Establishing Mutually Determined Goals and Expectations

Specific goals and observable outcomes in keeping with the job description are to be established by the staff member, the supervisor and relevant committee or council representatives. A clearly identified process for how these goals are to be reviewed in an ongoing manner and at formal review times will be determined and communicated to the staff member.

The HRC representative will ensure that the goals are established either by facilitating a meeting or by requesting that the supervisor submit in writing the agreed-upon goals to the HRC.

In the case of the Minister(s), if not in disagreement with the Ministry Agreement, the President will establish with the Minister(s) a process for setting annual goals and identify how these goals will be reviewed in an ongoing manner and formally through scheduled reviews.

The establishing in writing of mutually-determined specific goals and expectations will be obligatory for the Church Administrator, Director of Music and the Coordinator of Religious Education.

### 3.07 Staff Performance Reviews

As everyone wants to know where they stand in the work situation, and so that the supervisor can provide feedback and respond to the staff member's concerns and needs in being able to meet work goals and objectives, performance reviews of all staff are required. Performance reviews occur at the end of a probationary period and ordinarily at least annually thereafter; if needed, a special review may be held when required. In accord with established systematic procedures, typically a committee composed of (a) the supervisor, (b) possibly a cognate committee representative, and (c) an HRC representative (acting as Chair). A written evaluation will be prepared by the supervisor & possibly others quite familiar with the work in question; a compendium of written assessments & an evaluation meeting will be prepared by the HRC representative. This information is to be discussed with staff members and becomes a part of their confidential file.

### 3.08 Staff Disciplinary Procedures

In general, where circumstances are serious enough to warrant formal measures, there shall be a step-by-step disciplinary process (all of which will be documented): a) an oral warning, b) a written reprimand, & c) suspension or termination or reinstatement. At steps b) and c), this process will be overseen by an impartial disciplinary panel. Only the Board may dismiss a staff member; and in the instance of the Minister, Congregational approval must be obtained. (See Appendix E)

Sexual harassment, financial abuse, physical and/or serious psychological abuse will call for immediate suspension of the alleged staff perpetrator. (See 2.07 above.)

With certain circumstances, staff breach of contract or other laws may be so serious as to warrant termination for just cause without proceeding through the graduated steps just described.

### 3.09 Complaint/Grievance Procedure

Staff members will actively listen to others and be clear and respectful in communicating their needs. Staff members may decline requests made of them if they are not part of their job description, or if they believe the requests may be deleterious to the functioning of their job. In the latter case staff may consult as appropriate.

In situations where staff members may have an unresolved difference of opinion with a Congregation member or another staff person, staff members will seek mediation: (a) initially with their supervisor,

(b) with another staff member's supervisor if they are staff, another appropriate Board person such as the President; (c) finally, if so advised, with the formal steps outlined below.

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### 3.09 Complaint/Grievance Procedure continued

These formal requests are to be addressed in writing to the HRC Chair or Administration Council Chair, appropriate details provided, together with an indication of the desired outcome. Receipt of this complaint will be acknowledged and a written solution will be proposed. If the staff member remains dissatisfied with the decision, he or she may appeal to the Board of Trustees who may resolve the complaint themselves or by a Board-appointed independent entity including consultation with the Church's Dispute Resolution Team whose recommendation is binding providing the Board concurs.

### 3.10 Confidential Information

Staff members are expected to meet high standards of professional conduct (e.g., for the Minister, the "Code of Professional Practice" in the current revision of the Unitarian Universalist Ministers Association), as well as in personal conduct (e.g., "I will respect absolutely the confidentiality and private disclosures of others", FUCV "Congregational Covenant of Good Relations" adopted September 1997 & updated in 2010—see Appendix C). Although certain FUCV staff members are permitted access to confidential information about Church members & supporters, discussion of this information with anyone other than authorized persons or Board members is a grave breach of professional ethics which may ultimately lead to dismissal.

### 3.11 Salary Payments

Salaries shall be paid by cheque on a regular basis, once or twice per month. The salary of all staff members must be made known in writing to all prior to employment. Similarly, salary adjustments-- which will have been determined by the Board based upon the recommendation of the HRC--must be provided in writing.

### 3.12 Termination by Staff Member

The FUCV expects contract workers to give at least two to four week's written notice when wishing to terminate their period of employment with the Church; and senior staff members (Church Administrator, Director of Music, Coordinator of Children's Religious Education & Youth) are expected to provide three to six months notice.

3.13 Dismissals by Employer. Every reasonable effort will be made to correct unsatisfactory staff member behaviour through discussion, coaching and training, but employment may be terminated for just cause. (See "Termination by Employer: Interpretation of 'Just Cause'" in Appendix H.)

Upon complaint, the HRC in consultation with the supervisor (or designated surrogate) is responsible for an investigation of employee performance and if any action is required the HRC will present their recommendations to the Board of Trustees. The burden of proof rests with the supervisor (or designated surrogate), the HRC and ultimately the Church Board to show just cause for disciplinary action or dismissal.

When the FUCV terminates employment, it may, instead of notice being given, pay the staff member severance pay equal to the period of notice required. Notice is not required and the above does not apply if the staff member is discharged for just cause. If a staff member has been paid for vacation time yet unearned, the money so advanced shall be deducted from monies owing to the employee.

Termination notification shall contain a Letter of Termination, record of employment, and, in the instance of employees, a letter of financial reconciliation re holidays and transfer of petty cash forms.

### 3.14 Dismissals during the Probationary Period

If the supervisor (or designated surrogate) does not recommend that the appointment be made as a continuing staff member, a recommendation will be made for termination or in special circumstances to extend the probationary period for another three months. If, on the approval of the HRC, employment is to be terminated or the probationary period extended, on approval of the Board the HRC Chair shall notify the staff member of this in writing stating the reasons for this decision. If employment is

terminated during the probationary period, no notice or pay in lieu of notice is required. If notice or pay in lieu of notice is offered, this shall be construed as a goodwill gesture only.

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### 3.15 Separation (Exit) Interview

If possible, HRC will conduct a separation (exit) interview with departing staff members to ascertain their reasons for leaving FUCV employment and what suggestions for future improvements might be made in job descriptions, organizational design and staff relations. This information will be shared with the Board of Trustees.

### 3.16 Workers Compensation

In addition to notifying the supervisor (or designated surrogate) and the Church Office, any staff member injured at work is responsible for (a) completing the Worksafe BC reporting form (available on their website) within 24 hours of the incident, and (b) seeing their physician.

## 4. Working Conditions

### 4.01 Hours of Work

FUCV staff members shall not ordinarily be employed for more than 37.5 hours in any one week, five days in any one week and seven-and-one-half (7½) hours in any single day. Staff members working a 7½ hour day shall be entitled to: (1) two 15-minute "coffee breaks" included in their work time, and (2) a luncheon period of one hour on the staff members' own time.

### 4.02 Flexitime Arrangements

The integrity of Church programs must come first, and designated hours--e.g., Church Office hours, published meeting or rehearsal times--must be maintained. Flexitime arrangements may be possible and accumulated in some instances on a pre-scheduled, supervisor- and HRC-approved basis. Flexitime may not be accrued on statutory days or annual vacation; it must be accumulated on actual days worked. Flexitime must be taken within one year of its accumulation and it cannot be banked beyond this time.

### 4.03 Overtime Arrangements

FUCV staff members may be requested to work more than the normal work period provided the overtime is pre-approved by the supervisor when deemed a necessity, and is calculated according to the B.C. Employment Standards Act--i.e., on a daily basis: time-and-one-half the regular rate for all hours in excess of eight in the day, and double time for all hours in excess of 10 hours. It is understood that accumulations of overtime will be limited. Time off in lieu of pay will be taken in timely fashion at the discretion of the staff member's supervisor.

### 4.04 Annual Vacation Entitlements

For regular employees, after completion of the first year there will be three weeks annual leave accrued (pro-rated according to number of hours worked), with an extra day of paid leave for each year worked at FUCV after completion of the second year, to a limit of six weeks annually.

For all regular employees a maximum of five days may be carried over from one year to the next. Approval of the HRC will be required for any additional carry-over.

If a regular employee leaves or otherwise ceases to be employed and has not taken the accumulated earned vacation credit, until the end of the fourth year of employment an amount of four percent of the earned salary will be paid to the regular employee at the time of termination from work; commencing with the fifth year the accumulated earned vacation credit will be worth six percent. If the regular employee has utilized a portion of her/his credits the amount paid at termination will be pro-rated to account for this.

Preference in the allocation of vacation time shall be determined on the basis of length of service. The supervisor (or designated surrogate) is responsible for organizing vacation schedules to ensure adequate coverage.

Contract workers do not accrue any vacation entitlement.



#### 4.05 General Holidays

The FUCV acknowledges that regular employees, in accordance with the B.C. Employment Standards Act, are entitled to the following paid general holidays: New Year's Day, \*Good Friday, \*Easter Monday & Boxing Day (also provided by FUCV, although it is not a statutory requirement), Victoria Day, Canada Day, BC Day, Labour Day, Thanksgiving Day, Remembrance Day, \*Christmas Day. (Note: An \* indicates that alternative days of religious observance—e.g., Jewish and Muslim-- may be substituted for Easter Monday, Good Friday, and Christmas Day.) The total general holidays taken must not exceed 10 days per year.

For employees who are employed on a regular part-time basis (i.e., less than 35 hours per week), general holiday pay will be determined by the average of their daily earnings exclusive of overtime, for days they have worked in the four-week period immediately preceding the week in which the general holiday occurs.

Application of regulations to general holidays does not apply to a regular employee during the first 30 days of employment or a regular employee who has not earned wages or performed work during 15 of the last 30 calendar days before a general holiday occurs in keeping with the B.C. Employment Standards Act.

Contract workers are not eligible for general holiday pay.

#### 4.06 Sick Leave

Regular Employees working 15 or more hours per week will accrue a sick leave entitlement of one average day per month; those who regularly work 30 or more hours are entitled to two days per month. This entitlement accumulates but is forfeited on termination of employment. The employer has the right to request a physician's certificate in support of any absence on account of illness.

Contract workers are not eligible for paid sick leave.

#### 4.07 Leave without Pay and Compassionate Leave

For FUCV regular employees, leave without pay will be granted upon request in accordance with the Employment Standards Act of British Columbia. Upon request of the regular employee, the Administration Council, in consultation with the supervisor and HRC, may also grant occasional short periods of leave without pay. This provision is intended to deal with exceptional circumstances.

All regular employees of the FUCV will be entitled to three days off without loss of pay for compassionate leave, e.g., for a death in the immediate family. Death in the immediate family includes: mother, father, son, daughter, sister, brother (step relationships included); father-in-law and mother-in-law; others may be approved by the HRC. Leave for serious illness in the immediate family or grave personal emergency may be granted at the discretion of the HRC.

Before any leave of absence other than sick or compassionate leave is taken, all accumulated vacation time shall be exhausted.

#### 4.08 Maternity and Parental Leave

A regular employee qualifies for maternity or parental benefits upon completion of her/his probationary period. Maternity leave without pay shall be granted to regular employees in accordance with requirements of the B.C. Employment Standards Act.

Illness resulting from pregnancy prior to the commencement of the leave will be charged to the normal sick leave credit. All persons taking leave will receive all monies and/or vacation time prior to the date of separation.

Contract workers are not eligible to receive maternity or parental benefits.

#### 4.09 Jury Duty or Court Appearances

A regular employee who is required to attend at court as a juror is considered to be on unpaid leave for the period of jury duty. Employees must make themselves available for work when not required to

be in attendance in court as a juror and will be compensated for such. In cases where a regular employee's private affairs have occasioned a court appearance, such leave of absence shall be without pay.

These provisions do not apply to contract workers.

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#### 4.10 Religious Observances

Regular employees whose religious faith obliges them to perform religious duties on days which are working days may, by previous arrangement with the HRC, be excused for the time required, without pay.

#### 4.11 Staff Development

There is a mutual obligation between FUCV and its staff to encourage and provide for professional development. Methods of fulfilling this obligation may vary to include attendance at workshops, courses, lectures, and in-service training. Time away from FUCV duties for staff development may be granted by the Administration Council--and in some instances Board discretion as well--in consultation with the HRC. (Details of this possibility are spelled-out in "Professional Development Guidelines for Long-Term Service Staff" to be found in Appendix F of this Handbook.)

#### 4.12 Time Off For Voting

In Federal, Provincial and Municipal elections, regular employees are entitled to have four consecutive hours for elections.

#### 4.13 Occupational Health and Safety

Matters pertaining to "Occupational Health and Safety Requirements" are covered in Worksafe BC Regulations available for use in the Church Office. (In addition, staff members are responsible for the "Duty of Care Statement" provisions included in Appendix G of this Handbook.)

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[HRC update & FUCV Board of Trustees approval October 2010]

## **PERSONNEL HANDBOOK**

### **APPENDIX A**

#### **FUCV Policy Manual Excerpt Chapter Three—“Standing Committees”**

##### 3.12 Human Resources Committee

###### 3.12.1 The Committee mandate is to:

- a) Oversee the recruitment and hiring (subject to Board approval) of all church staff, except the Minister.
- b) Negotiate the contracts of all church staff, except the Minister. All staff contracts must be approved by the Board.
- c) Conduct regular performance evaluation of all staff, including the Minister.
- d) Recommend annually to the Board any changes to staff salary.
- e) Recommend annually to the Board any staff development or training needs of the staff.
- f) Recommend to the Board on matters related to disciplinary action or dismissal of staff.
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###### 3.12.2 The Committee is a member of the Administration Council.

## **APPENDIX B**

### **FUCV Policy Manual Excerpts Chapter Six—“Operational Policy”**

#### **6.4 Human Resources**

6.4.1 All relations with staff shall be guided by the following principles:

- a) Full conformity with relevant Provincial and Federal legislation on employment including the employment Standards Act of British Columbia.
- b) Fundamental fairness, equity and natural justice.
- c) Fair and equitable wages.
- d) Respect for confidentiality and privacy where appropriate.
- 

6.4.2 Acts of discrimination or harassment by or against any employee by reason of race, creed, color, age, gender, marital status, nationality, ancestry, ethnic origin, family relations, sexual orientation, political affiliation will not be tolerated.

6.4.3 A staff person may become a member of the church, but may not serve on the Board or other committees if a potential for a conflict of interest exists.

6.4.4 All staff contracts [except the Minister's] shall be negotiated by the Human Resources Committee and shall be signed by the employee and President.

6.4.5 The Board is the only body in the Church that has the authority to hire or dismiss staff.

6.4.6 All persons involved in providing services to children or youth shall have a criminal record check.

#### **6.6 Conflict of Interest**

6.6.1 Trustees, staff and members conducting the business of the Church shall take care to ensure that the best interests of the Church take precedence over private interests.

6.6.2 Trustees, staff and members conducting the business of the Church on finding that a potential conflict of interest exists shall advise the President and withdraw from the matter.

6.6.3 Trustees, staff and members conducting the business of the Church on finding themselves in a potential conflict of interest shall immediately advise the President in writing.

6.6.4 Except in rare cases, the Board shall not authorize transactions from which a Trustee, staff member, or person conducting business of the Church may derive a unique benefit.

6.6.5 If it is deemed in the best interests of the Church to do so, the Board may make a decision that directly benefits a Trustee, staff member or a member conducting the business of the Church provided the person involved is not present when the vote is taken and decision is approved by at least 75% of those qualified to vote.

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## APPENDIX C

### CONGREGATIONAL COVENANT OF GOOD RELATIONS

“Let us deal gently with each other and let us make room in our fellowship for each other.  
For the span of life passes and the time of our years is all too brief.”

Rev. Fred Cappuccino

#### THE COVENANT

We the members of the First Unitarian Church of Victoria agree to treat ourselves and each other fairly and respectfully. We extend the same respect to children and youth, as well as Friends of the Church.

We are committed to improving the quality of our lives by supporting one another's self development and spiritual growth. This Covenant promotes a culture in which fulsome discussion and participatory decision-making guide our relations with each other. Differences of opinion need not be stifled by the Covenant. Instead, we will use the Covenant as a guide for how to voice such differences with respect, compassion, and a consideration for the good of the whole.

#### \*\*BOXED IN PARAGRAPH

A Covenant is an agreement to abide by a set of enduring and deeply held promises made between us. And while we take these seriously, the promises we make are so ideal that it may be impossible to always live up to them. We will admit to falling short, and will respond by re-committing, trying to make amends, and by showing understanding and compassion. By accepting and practising the following attitudes and actions we will fulfill our Covenant of Good Relations.

#### GUIDELINES

##### My Relationship with Myself

We start by looking within ourselves.

I am an individual aspiring to live as a person of integrity and compassion within my family, at work and within my community.

I believe that I must take responsibility for my personal well-being and that I must value myself. By doing so, I will be better able to contribute to others, to the church, and to the larger community.

In cases of conflict, I commit to reviewing my choices and to learning the appropriate skills to communicate in clear, sensitive and compassionate ways.

##### My Relationship with Others

##### My Relationship with Other Members

I believe that each person is free to make choices regarding their personal journey. I will respect these choices and will support the spiritual growth of others in an inclusive, loyal and generous manner.

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I aim to listen with the intention of understanding what others have to say. I will make every effort to settle issues between myself and another member on a one-to-one basis. If this is unsuccessful or unsatisfactory, I may consult a minister or the Dispute Management Group.

I will be responsible for getting the facts for myself. While respectfully truth speaking, I will be aware of how others may respond. I will not engage in harmful gossip. In clearly communicating my needs, sometimes I will have to decline or say "no". I will also honour the rights of others to do the same.

I will respect absolutely the confidentiality and private disclosures of others.

I will not claim sole ownership of any role or task while still recognizing the need for accountability. I will encourage and appreciate the contributions of others.

I will make every effort to be aware of my emotions and to be sensitive to the emotions of others, recognizing that these signal meaningful issues requiring empathy and guidance. In this regard, I will learn the necessary skills, if needed, to express my emotions and beliefs in a constructive way.

I will respect the private and intimate bonds of other members, and will not exploit another person for my own needs.

I will respect the personal physical boundaries of all members by being mindful of individual comfort zones, on or off the Church property, no matter the age or gender.

I will be respectful and welcoming to all, regardless of gender identity, race, faith, sexual orientation or age.

I will welcome new members, friends and guests and commit to getting to know people in this religious community.

I appreciate that I am a member of a religious community that makes decisions through a democratic process. As a responsible citizen in this community, I will actively participate in the process and will respect the outcomes of the collective wisdom.

#### My Relationship with the Board

My responsibilities do not stop when the Board is elected. I will participate in the life of the Church by sharing my skills, talents and money, and taking part in committee and volunteer work where, and when, it is possible to do so. I will seek out areas of our "shared ministry"\* that match my passions, nourish my spiritual or personal growth, and deepen my relationships with this community.

\*This is the work that clergy and lay people do together to care for the congregation and larger community.

I will actively support, encourage and show my appreciation to the Board by being responsible for providing feedback when it is sought and making my expectations clear to the people I have chosen to represent me.

I accept responsibility to become informed about how the Church operates and will seek information through the various communication channels such as Neighbourhood Groups, Committee Chairs, Board Members, Newsletters, E-weeklies and Orders of Service.

In return for the above good relations that I agree to exercise, I expect others will, in return, express appropriate appreciation of efforts made, listen to concerns or complaints that I may have; and show willingness to help problem-solve in a timely and amicable manner. I trust that I will be consulted before decisions are made that affect my area of contribution.

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### My Relationship with the Wider Community

I will act responsibly in local and global issues in order to promote a world community with peace, compassion, equality, freedom, and justice for all.

I will respect the interdependent web of all existence. I respect and uphold life, and will live in harmony with the rhythms of nature.

### My Relationship with the Minister(s) and Staff

I will treat the Minister(s) and staff and their families with dignity, respect, courtesy and consideration.

I will respect their work hours and personal time, and I will show appreciation for their contribution to the life of the church.

I will support and encourage the Minister(s) to exercise a responsible freedom of the pulpit. If I have differences of opinion, I will first deal with them by self-reflection, before taking them directly to the Minister or the Committee on Ministry.

I take responsibility to address unresolved issues between myself and the Minister by seeking advice from the Committee on Ministry or by requesting the assistance of the Human Resources Committee or Dispute Management Group. In situations where I have an unresolved difference of opinion with a staff member, I will seek resolution first with the relevant supervisor (see Personnel Handbook).

And as a Minister or Staff member:

I will be courteous and respectful in my interactions with the other staff, members and the community-at-large, and will encourage compassion in human relations. I will be mindful that in my work role, I am representing the church and will be positive in my interactions with members of the public.

I will respect the confidentiality and privacy of others.

I will actively listen to others and be clear and respectful in communicating my needs. I may say “no” to requests made of me if they are not part of my job description or if I believe the requests may be deleterious to the functioning of my job. In the latter case I may consult as appropriate.

In situations where I still may have an unresolved difference of opinion with a member or another staff person, I will seek mediation: (a) initially with my supervisor; (b) the other staff member's supervisor if they are staff; (c) another appropriate party such as the President or Committee on Ministry; (d) and finally, if so advised, with the assistance of the Dispute Management Group.

I will actively support the Board and provide feedback as needed.

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### Summarizing the Spirit of this Document

This Covenant proposes a guide for respectful communication and ethical behavior in our congregational activities. It provides a framework for putting our seven Unitarian Universalist Principles into practice.

Each of us will take responsibility for our personal well-being and show generosity of spirit to others' needs and contributions.

Together we will strive to create a healthy spiritual community in which the contribution of each person is valued.

We will be welcoming to all members, Friends of the Church, children and youth regardless of gender identity, race, sexual orientation or age, and participate in church life with enthusiasm and joy.

We believe in participatory decision-making and respect the outcome of this democratic process.

This Covenant of Good Relations aims to complement the following documents of the First Unitarian Church of Victoria:

- The Unitarian Universalist Statement of Principles
    - The Mission Statement
    - The Constitution and Bylaws
    - The Sexual Misconduct Policy
    - The Dispute Management Policy
  - Human Resources Committee Guidelines and the Personnel Handbook
    - E-mail Guidelines
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## APPENDIX D

### **PARTICIPATION BY CHURCH STAFF IN FUCV GOVERNANCE\***

In 1994 the FUCV Board of Trustees approved policy statements prepared by the Personnel Committee (Human Resources Committee precursor) dealing with Church staff participation in Committee, Council and Board of Trustees meetings. This is an updating of the earlier statement. Accordingly, although certain staff members are routinely and appropriately invited to serve as resource persons for Board, Council & Committee meetings and may join in their deliberations, staff members are ineligible for full membership (i.e., with voting privileges) as follows:

<b>Board, Council or Committee</b>	<b>Staff with No Voting Privileges</b>
Board of Trustees; Finance, Ministry & Human Resources Committees; Finance Council & Administration Council .....	All staff^
Children's Religious Education Committee.....	Director or Coordinator of RE; Child Minders
Music & Worship Committees .....	Director of Music; Accompanists
Nominating Committee .....	All staff
Property Management Council .....	Maintenance Technician; Custodians
Youth Advisory Committee .....	Youth Coordinator (salaried only)

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\* The Minister or Co-Ministers is/are (a) member(s) of FUCV staff. Under terms of her/his contract the Minister is an ex-officio, non-voting member of the Church Board of Trustees, all Councils and all Committees except Nominating. Chaplains are not considered Church staff; but analogous to staff they are ineligible to be voting members of the Chaplaincy Committee.

^ All staff persons who are Registered Members of the Church may attend--as an observer--any meetings of Committees except Operational Finance Committee, Committee on Ministry, Nominating Committee and Human Resources Committee.

[Prepared by HRC April 2010; approved by Board May 2010]

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## Appendix E

6.2 Abuse of Power in the Event of Verbal, Emotional, Intellectual, Spiritual, Physical, and/or Sexual Abuse

6.2.1 The “Congregational Covenant of Good Relations” (May 2011) of the First Unitarian Church of Victoria, Victoria B.C, contains guidelines regarding respect between people associated with the congregation.

6.2.2 The members of the First Unitarian Church of Victoria, through their Board of Trustees, in consultation and with the approval of the Minister will suggest three trusted people, any one of whom may be approached, to listen to concerns arising as a result of any experience of abusive behaviour by people associated with the congregation. These three people will be available in a counselling / consulting capacity for these special conversations. These three people will be invited to be involved.

6.2.3 These appointments will be reviewed by the Board of Trustees on an annual basis before the Annual General Meeting.

6.2.4 Each and every person associated with the First Unitarian Church of Victoria has the right to confidentiality regarding any of these special conversations except under the following conditions:

6.2.4.1 if neglect or abuse of a child is suspected

6.2.4.2 if there is a court order to produce documentation (see below.)

6.2.4.3 if there is a signed and witnessed Release and Exchange of Information which states, in part, the understanding “that any information will not be sent through “public” communication corridors (for example: cordless phone, cell phone, FAX, email, etc.) The requested information will be relayed by private “ear to ear” telephone conversation (for example, not on “speaker” phone); and/or by letter correspondence sent by Canada Post designated PRIVATE AND CONFIDENTIAL.

6.2.4.4 This correspondence is not to be available to others, except to the named person(s) and if necessary her/his appointed staff in the course of carrying out their assigned duties relating to the situation and is considered null and void 30 days from the witnessed date of signing.

6.2.5 Formal written notation describing the situation(s) will be made in collaboration with those involved in the conversations. These notes will be filed in a double-locked secured location determined as safe by the Board of Trustees. These documents will be released only as described in section 6.2.4. Reporting of events will be guided by the Confidentiality exceptions as described in 6.2.4.

## **APPENDIX F**

First Unitarian Church of Victoria

### **PROFESSIONAL DEVELOPMENT FOR LONG-TERM SERVICE STAFF\***

#### **1. Introduction**

1.1 The First Unitarian Church of Victoria values professional development for its staff members. Upon recommendation of the Human Resources Committee and the staff member's Supervisor (or Board-designated surrogate), the Administration Council and the Board of Trustees may authorize time off and/or financial assistance for staff to enroll in courses or attend professional development workshops or seminars deemed to be of potential benefit to the staff member and the Church.

1.2 This is a needed and appropriate provision for potentially any staff members meeting the rigorous criteria specified. Thus these provisions are a statement of collaborative staff and Church relations that benefit both parties to appropriate professional development arrangements.

#### **2. Eligibility Criteria**

2.1 The training and career development provisions outlined here are deserving of implementation only when--

- The eligibility criteria can be met fully;
- The education or training undertaken benefits both the recipient and the Church;
- The staff member's responsibilities can be assumed temporarily by (a) volunteer(s) &/or by paid staff;
- A detailed plan has been prepared for the provision of the particular service (e.g., Church Office operations) during a protracted absence; and both suitable organizational and financial undertakings have been forthcoming.

\* Special professional development arrangements for the Minister and Co-Ministers are typically described in the "Ministry Agreement"; the present guidelines are intended to be in harmony with the spirit of such provisions.

\*\* Ordinarily committee guidelines are only a matter for a particular committee and its council to formulate and approve; however, the Board of Trustees reviews Human Resources Guidelines because they pertain to paid staff, and all matters with possible financial implications must meet with Board approval.

2.2 Determination of who is deserving of support includes the following:

Only staff members who have worked for the First Unitarian Church of Victoria for a period of seven years are eligible for consideration; a staff member must be employed currently at least one-third time, 10 months per year; and work performance reviews must show exemplary accomplishment at their FUCV responsibilities.

2.3 These eligibility criteria make no distinction between regular (even part-time) employees and contract workers who are employed by FUCV.

2.4 The above-listed criteria are appropriate concerns in the Unitarian Universalist tradition respecting equality of treatment.

2.5 Meeting eligibility criteria is grounds for application but not an assurance that leave will be approved.

### **3. Relevance and Proposed Course of Studies**

3.1 The relationship between the course of studies to be taken and the work of FUCV must be demonstrated.

3.2 If there is not a reasonably direct connection between the knowledge and skills potentially acquired from the coursework or workshops undertaken and the contents of the staff member's job description, then a request for financial support will not be considered favourably.

3.3 The applicant shall prepare and assemble appropriate professional development information for submission to the Supervisor and HRC for their consideration. If Supervisor and HRC support is forthcoming, the submission will be sent to the Treasurer and the Operational Finance Committee for their consideration no later than July of the year proceeding the time of proposed education.

3.4 The Treasurer and the Operational Finance Committee may be asked to consider the proposal for any professional development financial support in the coming year's budget.

### **4. Replacement Arrangements**

4.1 Attention must be directed to the person or persons who, on a temporary basis, will take the place of the absent staff member.

4.2 Although suggestions for replacement(s) may be made by the applicant, it is the Human Resources Committee and Supervisor (or Board-designated surrogate) who will make the selection using the existing selection committee process; and this selection must be ratified by the Board.

4.3 The selection process involves answering satisfactorily the following questions:

- Would the paid person or persons be able to provide all of the services specified in the applicant's job description?
- Or would (a) volunteer(s) be required to do the work in entirety?
- Or would a combination of paid staff and volunteer help be a better solution under the particular circumstances?

4.4 All of these questions must be answered satisfactorily for and by the Human Resources Committee and Supervisor before bringing the applicant's name to the attention of the Board of Trustees for a final decision.

### **5. Action Plan and Timing**

5.1 There must be a specific action plan for all of the FUCV elements in the staff member's sphere of activities. This must include development of a critical path statement detailing month by month what needs to be done, and who would do what.

5.2 Not only who this would involve--likely the supervisor and the sponsoring committee--must be identified, but the precise role they would play needs to be known in advance, as well as what they are expected to do at each stage during the staff member's absence.

5.3 This detailed action plan must be prepared jointly by the applicant and the sponsoring committee or council.

## **6. Organizational and Financial Implications**

6.1 The duration of the absence from work must be specified. Ordinarily the maximum permissible study absence would be six months.

6.2 The organizational impact of this absence must be indicated.

6.3 If there is a request for financial support from FUCV, the Human Resources Committee and the Supervisor must determine how this would be accommodated within the existing Church budget framework and process.

6.4 If financial assistance were forthcoming an appropriate fraction of no more than one-half of what that staff member would ordinarily receive when at work during the time period in question would be authorized.

## **7. Post-Absence Expectations**

7.1 Upon completion of a subsidized professional development period it is the Church's expectation that the staff person will resume employment for a minimum period equivalent to the time of absence.

7.2 There will be an exchange of letters between the two parties specifying these expectations:

- A Letter of Obligation by the applicant to return to work at the First Unitarian Church of Victoria, and
- A counterpart Letter of Understanding that is an undertaking for re-employment by the FUCV.

7.3 Although this arrangement would not be legally binding, it would be morally compelling, in keeping with our Congregational Covenant of Good Relations.

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[First approved by the FUCV Board of Trustees in 2002; HRC update 2010.]

## **APPENDIX G**

First Unitarian Church of Victoria

### **DUTY OF CARE STATEMENT**

#### **1. Underlying Values**

1.1 The first Unitarian Church of Victoria has a moral, legal, ethical and spiritual Duty of Care to its members, volunteers, staff and visitors.

1.2 This Duty of Care is an obligation to take reasonable measures to care for and protect individuals from harm--including but not limited to--avoidable accident, exploitation, sexual harassment and assault.

1.3 This obligation is particularly significant to those who are vulnerable because of age, disability, handicap or circumstances such as emotional distress or uncertainty.

1.4 The risk of harm is greater when members of the First Unitarian Church of the Victoria (FUCV) community are in a position of trust because of their authority over another and/or their unsupervised access to persons and/or property, or because their role depends on a close personal relationship with a person to whom service is provided.

1.5 Although some aspects of the following statement are related to the existing “Congregational Covenant of Good Relations”, there remains a need for a formal duty of care statement for the training and use of staff. This statement underpins applicable policies and guidelines for religious education, musical training, health and safety, sexual harassment, conflict management, Church property management, Office operations, and rites of passage.

#### **2. Duty of Care**

In order to address its duty of care, the FUCV endorses a policy of risk assessment for positions/ministries and activities that place people in a position of trust, such as, but not limited to, the following: Child Minders, Children’s Choir Director, Religious Education Coordinator (or Director), Choir Accompanist, Director of Music, Lay Chaplains, Maintenance Technician, Minister/Co-Ministers and the volunteer teachers.

#### **3. Duty of Care Implementation**

3.1 Implementation of this statement will involve the assessment of sources of risk associated with the functions of FUCV as a community.

3.2 The goal of this ongoing assessment will be to develop recommendations for managing and minimizing risk, which may include

- Changes to present practices;
- Screening (e.g., Criminal Record Checks), training and support for staff and volunteers; and
- Creation of a process for ongoing risk-monitoring that will be integrated into our Church community.

3.3 Appropriate Guidelines for the specific application of the Duty of Care Policy are prepared by the respective Councils and Committees, e.g., Administration Council (e.g., Health and Safety Committee), Lay Chaplaincy Committee (rites of passage), and the Property Management Council (e.g., insurance

and building hazards), & Lifespan Learning Council, Children's Religious Education Committee (e.g., Church School classes; Child Minders).

### 3.4 Duty of care procedures pertaining to Child Minders are as follows:

Duty of Care for children who are participants in the Nursery programme and supervised by Child Minders (paid or volunteer):

1. The FUCV offer at no cost to the parent, child minding services from 10:00 a.m. to 12:00 p.m. on Sunday mornings, for children aged 6 months up to 5 years of age from September to June.
2. Two Child Minders are responsible for the children in the Nursery for a maximum of 8 children at one time.
3. Three Child Minders are responsible for the children in the Nursery for a maximum of 12 children at one time.
4. No greater than 12 children may be cared for at one time in the Nursery.
5. That two Child Minders be present with the children except in cases such as when a child needs to use the toilet or wishes to see their parents, or a child needs to be temporarily removed from the other children, necessitating one Child Minder to leave the other Child Minder temporarily alone with the remaining children.
6. When a Child Minder must temporarily leave the Nursery, the door to the room is to be left open as long as the remaining Child Minder deems this safe for the remaining children in the room.
7. Parents will be requested to change the child's diaper prior to leaving their child in the care of the Child Minders. Child Minders are not expected to change diapers. Child Minders are to retrieve the Parent if a child has a soiled diaper or clothing. If the parent cannot be found in a timely manner, and supplies have been left by the parent, Child Minders at their own discretion may change the diaper. The Child Minders may also ask for assistance from an adult volunteer or staff member. Child Minders, at their own discretion, can change a diaper if the child's diaper leaks of urine and the parent has left supplies. If changing diapers, Child Minders or adult volunteers or staff members are to leave the door to the washroom slightly ajar, wear protective gloves and spray the change table with a dilute bleach solution afterwards.
8. Parents will be requested to take their child to the toilet prior to leaving them in the care of the Child Minders. It will be at the discretion of a Child Minder to help with toileting if requested by a child and if the Child Minder does assist, that the door be left slightly ajar.
9. Child Minders are not expected to provide care to inconsolable or sick children and at their own discretion can retrieve the parent to care for their own child.

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\* This HRC statement is based in part on (a) "Toronto First Unitarian—Board Policy Statement, Screening in Faith"; (b) a June 2003 FUCV Board-adopted "Duty of Care" document; and on (c) "Duty of Care Procedures" approved by the FUCV Board, February 3, 2010.

## **APPENDIX H\***

### **“Just Cause”: Potential Grounds and Fair Procedures for Dismissal**

#### **Introduction**

In order to reduce the vagueness, and hence potential grounds of dispute and bitterness, First Unitarian Church of Victoria (FUCV) staff and their supervisors should consider the following discussion of “just cause” in relation to workplace expectations. Moreover, it is very important in terms of fairness that the grounds for disciplinary actions be well-documented, grounded in fact and reason, and available to all staff & supervisors.

#### **Actions that may constitute “just cause” for dismissal:**

- (1) Consistent failure to perform contractual duties contained in the job description for each FUCV position;
- (2) Committing an offence such as would undermine the general reputation of the FUCV Congregation by way of association, or lead to Congregational loss of confidence and trust;
- (3) Unauthorized use of Church property or funds, e.g., theft;
- (4) Inexcusable damage to or neglect of Church property;
- (5) Uncooperative or provocative actions, or abusive words and actions, made on the Church premises, directed at staff, Church members, or other users of the premises, and of such a nature as to undermine an effective, healthy, and risk-free working and worship-oriented environment; (6) Divisive statements or actions whether on premises or off, that are in sharp contrast to the values promoted in the Unitarian Universalist Seven Principles and the FUCV Congregational Covenant of Good Relations, and/or likely to promote divisive Congregational dissension or bring the Congregation into public disrepute.

#### **Procedures to deal with alleged grounds for dismissal: \*\***

A progressive system of workplace discipline is applicable at FUCV, as follows:

- (1) If one or more of the below-listed actions allegedly occurs--that is, if a staff member has not been performing as required, the matter is to be documented by the supervisor and/or HRC, and brought to the attention of the staff member in writing along with an explicit verbal indication of what is expected in future. Remediation may range between some mentoring by the supervisor to a formal training program at an agency—e.g., Camosun College—external to FUCV, with an appropriate time period for the remediation.
  - (2) If satisfactory improvement at work does not occur within an allotted time period, a written statement of continuing deficiencies will be made, shared with the staff-member, and a hearing panel will be constituted by the Board of Trustees to monitor this process.
  - (3) In the interests of fairness and doing justice, the hearing panel will want to hear the facts and provide a fair opportunity for the respondent to state her/his case, and also allow for supervisor’s investigational reports, before deciding the future course of action.
  - (4) To avoid any perceived bias the employee is entitled to bring a person of their choice to a hearing by way of support or as an advocate to speak for them.
  - (5) Although some gross offenses may result in immediate suspension by the supervisor, a dismissal must be made only after a hearing before the panel, as mentioned in (2) and (3) above.
  - (6) If the staff-member performance does not improve, she or he will be recommended by the hearing panel to the FUCV Board of Trustees for final dismissal.
  - (7) As set out in section 6.4.5 of the FUCV Policy Manual, only the Board has final authority to dismiss staff. \*\*\*
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\* This statement is based in part on memoranda provided to HRC by Earle Anthony and Keith Jobson in December 2009 and January 2010. The disciplinary process is detailed further in the HRC Guidelines, Section 15, available in the Church Office.

\*\* These provisions apply to the Minister/Co-Ministers only if such matters are not dealt with explicitly in the Ministry Agreement.

\*\*\* In the instance of Ministers, however, ultimately only the Congregation has the right of dismissal.