

Kansas-Oklahoma Conference
United Church of Christ

PERSONNEL POLICY

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PERSONNEL POLICY

KANSAS-OKLAHOMA CONFERENCE United Church of Christ

Introduction:

The Kansas-Oklahoma Conference is one segment of the church in which all members are engaged in mutual ministry. This mutual ministry is highlighted in the Personnel Policy.

Preamble

The purpose of this Personnel Policy is to define the personnel administration provisions of the Kansas-Oklahoma Conference; to provide for the administration of the policy; and to insure that the employment, supervision, development, recognition, and separation of all Kansas-Oklahoma Conference employees are fair, uniform, and within the policies and guidelines of the Conference Council of the Kansas-Oklahoma Conference.

I. POLICY ADMINISTRATION

- A. These policies have been prepared by the Personnel Committee and adopted and approved by the Conference Council. Changes or additions to the policies will be established using the same procedures. The policies are to be reviewed annually by the Personnel Committee.
- B. The Personnel Committee, in consultation with the Conference Minister, will develop and Review all job descriptions and recommend appropriate compensation and benefits.
- C. The Conference Minister will administer the policy on behalf of the Conference Council. The Conference Minister will be the chief administrative officer of the Conference Staff and is responsible for keeping personnel files and tracking all benefits including the use of vacation and other leave.
- D. In matters pertaining to the Conference Minister, the chairpersons of the Conference Council and the Personnel Committee will act, and when appropriate, will consult with the President of the United Church of Christ.
- E. No exceptions to provisions of this Policy will be authorized without the prior approval of the Conference Minister and the Personnel Committee of the Conference.
- F. The Conference Minister shall be a member of any Committee or Commission determining staffing of the Conference (except any Committee determining his/her successor).
- G. Selection, hiring, retention or re-nomination of all Conference Staff must be agreed upon by the Conference Minister and the Personnel Committee.

II. PRINCIPLES

The following Principles serve as a basis for a common philosophy:

- A. Employees will be selected on the basis of their qualifications and ability.
- B. The Kansas-Oklahoma Conference affirms its moral and legal commitment to support and implement a program of equal employment for all, and further commits itself to an Affirmative Action Program to increase the employment opportunities for racial minority persons and women on all levels.
- C. The success of the Conference depends upon the cooperative effort of its employees. The Conference will achieve its maximum effectiveness and continue to progress only when the employees are working toward common objectives. Conference leadership has the responsibility to make its objectives known to each member of the staff. Every employee is entitled to know what the Conference expects from its employees.

III. DEFINITIONS

- A. The Kansas-Oklahoma Conference, for payroll and benefit purposes, recognizes two (2) major classifications of employees: (1) Professional Staff: those who are exempt from the wage and hour provisions of the Federal Fair Labor Standards Act (FLSA) and (2) Support Staff: those who are not exempt from the provisions of the Act.
- B. The Kansas-Oklahoma Conference further recognizes the following definitions:
 - 1. “Regular” – An employee who works full time, and is eligible for employee benefits.
 - 2. “Regular – Part Time” – An employee who works less than full time, but a least twenty-five (25) hours per week, and is employed on a continuing basis. This employee is paid a salary, and is entitled to appropriate benefits on a pro-rata basis.
 - 3. “Temporary – Part Time or Full Time” – An employee with an established or tacitly understood termination date, or who works “on call”. The employee is paid on a contracted rate. Temporary employees are not entitled to employee benefits.
 - 4. “Probationary” – A Support Staff employee who is expected to become a regular employee, who serves the first three (3) calendar months, is subject to favorable performance appraisals. This employee is salaried, and entitled to appropriate employee benefits.
 - 5. “Contracted – Part Time or Full-time” – A person or party who is contracted for services and is not entitled to benefits.
- C. Position descriptions shall be written for all paid employees by the Conference Minister in consultation with the Personnel Committee.

IV. WORK SCHEDULE

A. Professional Staff:

1. The normal work week for professional staff is defined by position description duties/responsibilities, within which the Kansas-Oklahoma Conference provides and encourages at least one (1) day of rest each week. Each professional staff person is expected to allow one (1) unscheduled weekend per month. Further, except for several regularly scheduled meetings, professional staff will not be gone for more than eight nights as an average per month, nor three (3) consecutive days and night at one time. Professional staff are not available as supply preachers except in emergency cases, e.g., death or sudden illness. When staff persons do participate in leading worship, it is expected that the local pastor will be present. No fee is expected for Conference staff services, and any financial remuneration given will be credited to the staff travel account.
2. When it is necessary for all professional staff to be out of the Conference for an extended period of time concurrently, they will be responsible for arranging emergency coverage.

B. Support Staff

1. The daily and weekly hours of all employees will be determined by written agreement at the time of employment.
2. Lunch break and other break time shall be provided as follows: one half hour for lunch; fifteen-minute breaks for each four-hour work period.
3. Compensatory Time: When special activities necessitate an employee's working overtime, compensatory time may be given with pay. Such time will be given in close proximity to the period of overtime work and in an amount determined by the Conference Minister.
4. Overtime: There are no provisions for overtime pay.

C. Outside Employment: The Conference does not object to support staff participating in outside employment if it does not conflict with their job performance within the Conference. Professional staff may participate in outside employment only with the prior approval of the Conference Council and in a manner which does not interfere with his/her performance for the Conference.

D. Jury Duty: When an employee is called for jury duty, time off is granted without loss of pay. Employees are expected to report for work if the jury duty does not require their full-time service.

V. COMPENSATION OF EMPLOYEES

- A. Compensation shall be at the salary determined by mutual agreement at the commencement of employment, subject to subsequent adjustment as may be determined from time to time.
- B. The Kansas-Oklahoma Conference shall designate, each year, the estimated amount for housing allowance for ordained staff in accordance with the Internal Revenue Code.
- C. Salary ranges shall be reviewed at least once (1 time) annually.
- D. All patents and copyright resulting from the investment of Conference resources shall be available for the United Church of Christ churches' and pastors' use without payment of royalty.
- E. Compensation by any staff member from sources with the Kansas-Oklahoma Conference is to be made to the Kansas-Oklahoma Conference, but individuals may retain compensation obtained outside the Kansas-Oklahoma Conference when done on the person's own time.

VI. TRAINING AND DEVELOPMENT

- A. The Kansas-Oklahoma Conference shall encourage and assist all employees with the development and implementation of a program and plan for his/her growth, in appropriate relationship to assigned duties.
- B. The Kansas-Oklahoma Conference shall provide time off and cover payment of fees and expenses for individual job-related growth experiences, upon the recommendation and approval of the Conference Minister and the Personnel Committee, and subject to the availability of funds.
- C. Dues for professional memberships for professional staff shall be paid by the Kansas-Oklahoma Conference, upon the approval of the Personnel Committee, and subject to the availability of funds.
- D. A plan for sabbatical leave for professional staff will be administered by the Conference Minister, in consultation with the Personnel Committee, and consistent with Section VII, A. 7 of this policy.

VII. ADMINISTRATION AND EVALUATION

- A. Letter of Employment: The Conference Minister will issue a letter confirming the terms of employment after consultation with the Personnel Committee. This letter will include information as to job title, starting salary, and effective date of employment. Since this letter is an information notice confirming the employment and not a contract (unless a contracted party), it need neither be signed by the staff member nor renewed annually.

- B. Probationary Period: There shall be a probationary period for all employees to provide an opportunity to ascertain whether or not the job and the worker are suited to each other. The probationary period shall be the first three (3) months of employment. The end of the probationary period shall be marked by an appraisal interview between the Conference Minister and the employee at which time, if continuation of employment is desired, work expectations and/or goals for the remainder of the first year shall be agreed upon. Paid sick leave may be granted during the probationary period. No vacation benefits will be allowed any employee who is release from employment or resigns during the probationary period.
- C. Payroll Administration: Payroll checks for all employees are issued twice a month, on the 15th and on the last day of the month. If either of these days fall on a weekend or holiday, salaries are paid on the last work day. When less than the normal half-month is worked, the pay rate will be calculated on a daily rate on the basis of 260 working days per year as related to the annual salary.

If an employee is on vacation during a pay day, salary for time worked may be advanced if requested of the Conference Minister one week before leaving on vacation.

The Conference is required to make deductions for pay in accordance with appropriate federal and state laws. Staff members are required to complete the necessary form of employment.

- D. Performance Evaluation: A system of performance appraisal and review shall be administered by the Conference Minister for all support staff, in consultation with the Personnel Committee. The Conference Minister shall conduct an annual performance review of all professional staff based on the staff position and job description and the professional and support staff goals accepted by the Personnel Committee. A written report will be made on each evaluation with a copy to the person being evaluated.

The Conference Minister shall receive an annual performance review by the Personnel Committee and an evaluation prior to re-nomination.

The performance of each staff member will be evaluated before March of each calendar year. A record of evaluation shall be placed in the employee's personnel folder.

- E. Records/Personnel Folders: A personnel folder shall be established for each Conference employee and maintained by the Conference Minister. The folder shall contain the letter of employment, job description, performance evaluations, and other personnel information. The folders shall be secured in the Conference Minister's office and made available only to the employee, Conference Minister, or members of the Personnel Committee.

VIII. EMPLOYEE BENEFITS

- A. Time Off

1. Vacation

- a. The Kansas-Oklahoma Conference will provide vacation with full pay for all regular full-time and part-time, professional and support staff.
- b. Professional Staff receives one (1) month vacation per calendar year.
- c. Support staff accrues vacation at the following rate:

| | | | | | | | | | | | | | | | |
|-------------------|----|----|----|----|----|----|----|----|----|----|----|----|----|----------|-------------------|
| Years Worked | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 25 | Consecutive Years |
| # of Working Days | 10 | 12 | 13 | 15 | 16 | 18 | 18 | 19 | 19 | 20 | 20 | 20 | 20 | +15-Day, | 1 time bonus |

- d. For support staff, employed less than one (1) year, no vacation time shall be earned for the first two (2) months of employment. Vacation time shall be granted on a one-day per-month-worked basis, beginning with the first full day worked in third month of employment. Vacations will be figured on a calendar-year basis.
- e. Vacation time is not cumulative from year to year.
- f. Pay in lieu of vacation time will be allowed only in those instances when an employee is laid off, discharged, or resigns with due notice.
- g. Vacation time can be taken at the discretion of an employee, in consultation with the supervisor, and with regard to the efficient operation of work demands and requirements.
- h. Holiday falling within vacation or unavoidable work time are credited as additional days of leave.

2. Personal Leave Days

- a. Each employee of the Kansas-Oklahoma Conference is entitled to up to three (3) personal Leave days with pay during a calendar year.
- b. Personal Days are not cumulative from year to year.
- c. Personal days are to be used for such absences as:
 - Death in the family
 - Attendance at weddings for funerals
 - Medical and dental appointments
 - Religious observances

Emergency illness in the family
Personal business
Other absences of an emergency nature

- d. Personal leave may be taken in quarter-day increments.
- e. Personal leave days are to be scheduled with the supervisor and shall be recorded in the personnel records.

3. Holidays

a. The Kansas-Oklahoma Conference recognizes certain days during the year as paid holidays for its employees. The schedule of holidays shall be as follows:

| | |
|-------------------------------|-------------------------------|
| New Year’s Day | Memorial Day |
| Martin Luther King’s Birthday | Independence Day |
| President’s Birthday | Labor Day |
| Good Friday | Thanksgiving and Friday after |
| Monday after Easter | Christmas Day |

- b. Holidays occurring on a Saturday or Sunday will be observed on the following Monday or previous Friday.
- c. If work is required of Regular or Regular part-time support staff on a holiday, it shall be compensated through compensatory time approved by the supervisor. An employee is required to work the regularly scheduled hours preceding and following the holiday in order to receive compensatory time, unless the day(s) before and after is (are) vacation time.

4. Maternity/Paternity Leave

- a. Maternity/Paternity leave with pay for a period of up to four (4) weeks may be taken by arrangement with the Conference Minister.
- b. The Maternity/Paternity leave is normally taken during the last weeks of pregnancy and or the period immediately following deliver. Employees who do not return to their regular duties following the Maternity/Paternity leave will either be granted a leave-of-absence (without salary benefits) or their employment will be terminated.

5. Sick Leave

- a. The Kansas-Oklahoma Conference may provide Sick Leave with full salary to eligible employees, for one (1) day per month beginning with the last day of the first month of employment, accumulated at the rate of one (1) day for each full month of employment.
- b. A maximum of twelve (12) sick days are allowed in any one year of service.

- c. Sick Leave is not cumulative from year to year.
 - d. In the event that an employee with a least one (1) full year of service has exceeded the allowed sick days (12) in a given year, the Conference Minister is empowered to arrange for full salary during illness up to four (4) weeks; the Personnel Committee up to a maximum of twelve (12) weeks; and the Conference Council for any period longer than twelve (12) weeks.
 - e. In the instance of the illness of the Conference Minister, the Personnel Committee is empowered to arrange for full salary of up to four (4) weeks; and the Conference Council for any period longer than four (4) weeks.
 - f. In the case of a Long Term Disability of an employee covered by the Life Insurance and Disability Income Benefit Plan of the United Church of Christ, the Conference will be responsible for full salary and benefits (housing, Pension, Life Insurance and Disability Income Benefit Plan, Group Life, Social Security and Health Insurance) for the period which is defined as the “waiting period” prior to benefit coverage by disability insurance.
 - g. Part-time employees are eligible for Sick leave on a pro-rated basis.
6. Leave of Absence
- a. An employee who is not able to continue employment or who chooses to interrupt his/her employment for a period of time may be granted a leave-of-absence by the Conference Minister and the Personnel Committee upon the recommendation of the supervisor after maternity/paternity leave, sick leave and vacation days have been depleted.
 - b. During the Leave-of-absence, salary and benefits are not paid. When a person on leave-of-absence requests to return to employment, he/she will be given a preference when an appropriate position opens. This person’s service to the conference will be reinstated from the point at which leave-of-absence was granted, and they will not be subject to the probationary period or the waiting period for selected benefits.
 - c. Leave of absence shall normally not exceed for (4) calendar weeks except by special approval of the Personnel Committee.
7. Sabbatical Leave (see VI, D)
- a. In its commitment to the growth and development of its employees, the Conference Minister, along with the Personnel Committee, shall administer a Sabbatical leave program to be applied to all professional employees according to

specifically developed plans and as may be appropriate to the responsibilities of the employee.

- b. The Conference Minister and other professional staff, after each five (5) years of service, are permitted to apply for a Sabbatical leave with full salary, for up to and the equivalent of four (4) months, plus regular accrued vacation.
- c. A plan for the use of the Sabbatical leave shall be worked out with the Conference Minister and shall be implemented in consultation with the Personnel Committee.
- d. A report on the Sabbatical experience shall be submitted to the Conference Minister, and through him/her, to the Conference Council.
- e. It is normally expected that a person will continue in the service of the Kansas-Oklahoma Conference for a period of a least one (1) year following the Sabbatical leave.
- f. The period allowed for Sabbatical leave may be taken on a flexible basis, in less than four (4) month full time, at the discretion of the employee and the approval of the Conference Minister. Other elements of this provision would still apply to a flexible program.
- g. Sabbatical time is not accumulative and must be utilize in the sixth year.

B. Other Benefits

1. Annuity and Retirement Fund

All eligible employees shall be enrolled in the appropriate pension plan with the Pension Boards of the United Church of Christ, subject to the policies, rules, and provisions of the Pension Boards, effective on the day of employment, at the rate of fourteen percent (14%) of base salary (plus housing for professional staff).

2. Social Security

- 1. The Kansas-Oklahoma Conference shall pay the employer's share of the Social Security Tax for all non-professional employees, as required by law.
- 2. Professional employees are eligible to enroll in Social Security on a self-employed basis, and are required by law to pay the Social Security Tax directly.

3. Worker's Compensation Insurance

The Kansas-Oklahoma Conference shall provide Worker's Compensation Insurance coverage to all employees who would qualify under the law.

4. Group Health, Life and Accident Insurance

- a. The Kansas Oklahoma Conference shall provide UCC health insurance coverage for all full-time employees through participation in the Group Health Insurance Plan carried by the United Church of Christ. No Monetary compensation will be offered in lieu of this coverage.
 - b. After three (3) months' employment, the Kansas-Oklahoma Conference shall provide a United Church of Christ Group life insurance and disability plan for all eligible employees based on 1 ½ % of salary.
 - c. The Kansas-Oklahoma Conference shall provide one hundred thousand dollars (\$100,000) worth of accident insurance coverage for professional staff that is required to travel. This coverage is in addition to the life insurance provided in the Group Plan note above.
5. Physical Examinations

All professional full-time staff persons shall have a comprehensive physical examination annually. The Kansas-Oklahoma Conference shall pay the full deductible as established by the UCC Insurance Guidelines toward the costs of such physical examinations. A report saying such examinations have occurred must be submitted to the Conference Minister and kept on file.

IX. SEPARATIONS

A. Retirement

- 1. Employment may be continued after the age of sixty-five (65) upon recommendation of the Conference Minister, and the approval of the Conference Council, on a year-to-year basis.
- 2. Employees may choose to receive retirement benefits at the age of sixty-two (62), subject to the rules, policies, and provisions of the Pension Boards of the United Church of Christ, and the laws pertaining to Social Security, as may be appropriate.

B. Resignation

- 1. The Conference Minister may resign by submitting a letter of resignation to the Kansas-Oklahoma Conference President at least ninety (90) days before the effective date, or otherwise by mutual agreement.
- 2. The Associate Conference Minister may resign by submitting a letter of resignation to the Kansas-Oklahoma Conference President, at least ninety (90) days before the effective date, or otherwise by mutual agreement. Upon the resignation or other termination of the Conference Minister, it is expected that the Associate Conference Minister will tender his/her resignation to be processed by the Conference Council.

3. All other professional staff may resign by submitting their resignations to the Kansas-Oklahoma Conference President at least ninety (90) days before the effective date, or otherwise by mutual agreement.
4. Support staff may resign by submitting a letter of resignation to the Conference Minister at least four (4) weeks in advance or by mutual resignation.
5. No severance pay is given to employees who resign.

C. Other Separations

1. Unsatisfactory Performance

- a. Separation of employees for unsatisfactory performance is a last resort, and shall be undertaken only after all other efforts to enable an employee to meet the requirement of employment have failed.
- b. Separation of support staff because of unsatisfactory performance shall take effect after at least two (2) weeks' notice, in writing, or payment of salary in lieu of such notice.
- c. Separation of the Conference Minister and other professional staff shall take place after three (3) months' written notice, or payment of equivalent salary in lieu of such notice.
- d. No severance pay is given to employees who are separated for unsatisfactory performance.
- e. At the time of separation, employees separated due to unsatisfactory performance shall receive vacation benefits computed as of the time of service, pro-rated from the beginning of the anniversary date of employment.

2. Reduction in Work Force

- a. In the event that a reduction in the work force becomes necessary, the separation of support staff shall take effect with a least four (4) weeks' notice, or payment of equivalent salary in lieu of such notice.
- b. The separation of the Conference Minister and other professional staff shall take effect after at least three (3) months' notice, or payment of equivalent salary in lieu of such notice.
- c. All employees being separated due to a reduction in the work force will be provided with assistance and support in seeking other employment.

- d. Employees leaving the employment of the Kansas-Oklahoma Conference during the notice period will not be paid beyond the last day of actual service.
 - e. Severance pay will be given in the amount of one (1) weeks' salary for each full year of service, up to fifteen (15) weeks of unemployment. This provision will be factored by eligibility considerations and other compensation available due to unemployment insurance or Worker's Compensation.
 - f. Severance pay provisions will cease either when an employee secures another position, or up to the end of fifteen (15) weeks of unemployment, whichever comes first.
 - g. At the time of separation, employees separated due to reduction in the work force shall receive vacation benefits computed as the time of service, pro-rated from the beginning of the anniversary date of employment.
3. Death
- a. In the event of the death of an employee, the surviving spouse, or, if there is no spouse, the dependents, will receive, share and share alike (apart from Section VII, B. 1 – Employee Benefits), a gift equal to one- (1) months' salary.
 - b. A “dependent” is defined as a person for whom the employee was entitled to claim a Federal Income Tax exemption.

X. COMPLAINT AND GRIEVANCE PROCEDURES

- A. In those instances in which either the Policy is deemed unfair, or in which an employee feels aggrieved in the Implementation of the Policy or by actions outside the Policy, the Kansas-Oklahoma Conference establishes a Complaint and Grievance Procedure by which all employees can seek redress.
- B. The Complaint and Grievance Procedures of the Executive Council of the United Church of Christ have been adapted for use as the grievance procedures of the Kansas-Oklahoma Conference.
 - 1. The Kansas-Oklahoma Conference is committed to making every effort to resolve problems prior to the initiation of a formal complaint.
 - 2. Nevertheless, it is the intention of the Kansas-Oklahoma Conference to provide a reasonable and acceptable vehicle for employee use in presenting formal complaints.
 - 3. The following Complaint and Grievance Procedure is established to provide recourse for employees, both professional staff and support staff, who feel they have been treated unjustly:

- Within six (6) working days of the grievance, oral or written complaints will be submitted to and received by the Conference Minister.
- The Conference Minister will document efforts made to resolve the issue.
- If the employee feels the Conference Minister has failed to resolve the complaint satisfactorily with twelve (12) working days for the filing of the grievance, the employee may put the issue in writing to the Personnel Committee within six (6) working days.
- The Personnel Committee will gather information from all parties involved, and make its decision within twelve (12) working days.
- If satisfaction is not reached, the employee may submit the grievance in writing to the Conference Council, through the President, for resolution. Upon receipt of the grievance, the Conference Council will investigate and render its decision.

4. Arbitration for all professional staff shall be governed by the following.

- a. All professional staff has the right to arbitration.
- b. Upon written appeal, the Conference Council will proceed within thirty (30) days to establish an arbitration panel of three (3) members, each party choosing one member and those two choosing the third member.
- c. The panel will receive evidence through witnesses, exhibits, and records.
- d. Based upon the evidence, the panel will issue a decision which will close the grievance.
- e. Each party will bear expenses for evidence presented on its own initiative.
- f. Upon final decision, the arbitration panel may assign costs as it deems just.
- g. The arbitration panel shall include in its findings and final decision any adjustment of expenses it deems advisable, with regard to costs for presentation of evidence related to the arbitration activity.

XI SEXUAL MISCONDUCT

- A. It is the policy of the Kansas-Oklahoma Conference to prohibit sexual harassment of its employees in the work place by any person. Sexual harassment is defined as unwelcome sexual flirtations, advances, or propositions; verbal abuse of a sexual nature; graphic verbal comments about an individual's body' sexually degrading words used to describe an individual' the display in the work place of sexually suggestive objects or pictures; and sexually suggestive or explicit behavior.

- B. It is the responsibility of every supervisor to maintain a work place free of sexual harassment. This includes discussing this policy with all employees and assuring them that they are not required to endure insulting, or exploitative sexual treatment. No supervisor shall threaten or insinuate, either explicitly or implicitly that an employee's refusal to submit to sexual advances will adversely affect the employee's employment, evaluation, wages, advancement, assigned duties, or any other condition of employment or career development.
- C. If any employee believes that she or he has been the subject of sexual harassment the alleged act should be reported to the supervisor or the Chair of the Personnel Committee immediately. Every effort should be made to insure that complaints of sexual harassment are resolved promptly and effectively. Employees wishing to state a complaint should follow the Complaint and Grievance Procedure in this policy.
- D. Any allegation of sexual misconduct by a professional employee of the conference will be handled according to the guidelines and procedures of the Conference Sexual Misconduct Response Team.