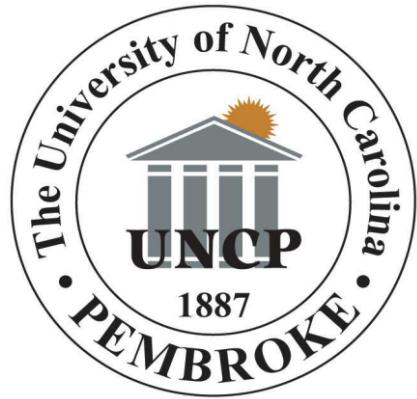


PERSONNEL POLICIES



FOR EMPLOYEES

EXEMPT FROM THE STATE PERSONNEL ACT

THE UNIVERSITY OF NORTH CAROLINA AT PEMBROKE

Revised June 28, 2011

Foreword

Effective July 1, 1981, the Board of Trustees at The University of North Carolina at Pembroke initially approved comprehensive personnel policies for designated administrative personnel exempt from the State Personnel Act and revisions and updates have been provided since that time. This handbook will provide the reader with basic information regarding the approved policies. You are also urged to review appropriate sections of the Faculty Handbook. As policies and procedures change, they will be distributed to covered personnel.

If there are any questions, please contact our campus Human Resources Office.

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1. Scope and Applicability of Employment Covered by These Policies

A. Scope of category

Employment positions within The University of North Carolina at Pembroke that are covered by these Policies (hereinafter “covered positions”) are those positions that are not subject to the State Personnel Act (G.S. Chapter 126) and are not otherwise categorized. This category does not include: (1) faculty positions subject to institutional tenure regulations; (2) positions within administrative categories of employment subject to G.S. 116-11(4), G.S. 116-11(5), or G.S. 116-14; (3) positions within the physicians or dentists category under G.S. 126-5; and (4) University students who are employed incident to their status as students, as in graduate teaching assistantships or work-study positions.

B. Applicability of policies

These Policies apply to all permanent covered positions.

II. Appointments to Covered Positions

A. Every appointment to a covered position within The University of North Carolina at Pembroke shall be made by the Chancellor and respective Vice Chancellor or on behalf of the Chancellor by means of a letter of appointment that fulfills the requirements of this Section II.

B. Every letter of appointment to a covered position shall include: (1) the title of a position; (2) the initial salary; (3) provision for periodic review of compensation¹; (4)

¹Subject to any compensation policies adopted by the Board of Governors or the Board of Trustees

provisions consistent with Sections II.C. and II.D., below, if contingencies based on availability of funding are applicable; (5) the annual leave entitlement of the employee; (6) notice that the employment conferred is either for a stated definite term or is an “employment at will” subject to continuation or discontinuation at the discretion of the Chancellor; and (7) notice that the employment is subject to these policies, as originally adopted and as they periodically may be revised from time to time, and a copy of the Policies shall be attached to the letter of appointment.

C. When a covered position is funded in whole or substantial part from sources other than continuing State budget funds or permanent trust accounts, the letter of appointment shall state that continuation of the employee’s service in that position is contingent upon the continuing availability of funds from such other sources to support that position, shall specify the source of such funds, and shall state that the effect of such contingency may apply without the additional notice otherwise required by Section III.A., III.B., and III.C., provided, that the affected employee shall be informed at the earliest practicable date of the occurrence of such a funding contingency.

D. 1. When an employee is to serve simultaneously in both a covered position and a position of University employment not covered by these Policies, with the result that two different prescriptions may appear to obtain with respect to a particular condition of employment or a right or responsibility of the employee, one position shall be designated the base position to determine the conditions of employment and the rights and responsibilities of the employee. If appointment

- to a covered position occurs subsequent to appointment to a position not covered by these Policies, the letter of appointment to the covered position shall embody the required designation of base employment; conversely, if appointment to a covered position precedes appointment to the other category of University employment, the letter of appointment or contract establishing the second employment shall embody the required designation of base employment. In either case, the designation of base employment shall specifically describe the different rights, duties, and compensation for each position and the relationship, if any, between the two positions.**
- 2. Any funding contingency of the type referred to in Section II.C. shall be set forth separately for the covered position and for the other position, since the operation of any such contingencies may be independent.**
 - 3. When an appointment to a covered position is to be accompanied by appointment to a faculty position that is intended to be nominal or honorary, or to create a faculty affiliation not entailing significant duties or compensations, the appropriate title designation used to identify that part of the faculty appointment shall be determined by the Provost and Vice Chancellor for Academic Affairs.**

III. Discontinuations of Employment in Covered Positions

All EPA discontinuations shall be issued and carried out by the respective vice chancellor, for those positions they have been delegated authority to issue appointment letters. “Issued and carried out” in this context means that their signature should be on the bottom of the discontinuation letter and that they should actually meet with the effected employee to let them know of the University’s decision to discontinue their employment.

A. Discontinuation of appointment, with notice

Employment within a covered position that is established by the letter of appointment to be an employment at will is subject to discontinuation at any time at the discretion of the Chancellor; provided, that such a discontinuation (as distinguished from discharge for cause, Section III.D.) shall be subject to advance timely notice of discontinuation, as follows: (1) During the first year of service, not less than 30 days notice prior to discontinuation of employment; (2) during the second and third years of service, not less than 60 days notice prior to discontinuation of employment; and (3) during the fourth and all subsequent years of continuous service, not less than 90 days notice prior to discontinuation of employment.

B. Expiration of term appointment

Employment within a covered position that is established by the letter of appointment to be for a stated definite term expires automatically at the conclusion of the stated term; such an appointment may be renewed or extended at the option of the employer, by written notice satisfying the requirements of Section II. If the employer intends not to renew or extend the term contract, (1) with respect to a term of one year or less, no notice of intent not to renew shall be required; (2) with respect to a term of more than one year but less than four years, notice of intent not to renew shall be transmitted in writing at least 60 days prior to the expiration date of the term; (3) with respect to a term of four years or more, notice of intent not to renew shall be transmitted in writing at least 90 days prior to the expiration date of the

term. Failure to provide written notice as required in subsections (2) and (3) shall result in the automatic extension of employment for a period, respectively, of either 60 days or 90 days, beyond the scheduled expiration date of the term.

C. Termination of employment because of financial exigency or program curtailment or elimination

Employment within a covered position that is established by the letter of appointment to be for a stated definite term may be terminated prior to expiration of the stated term because of (1) demonstrable, bona fide institutional financial exigency or (2) major curtailment or elimination of a program. “Financial exigency” is defined to mean a significant decline in financial resources of the University that compels a reduction in the institution’s budget. The determination of whether a condition of financial exigency exists or whether there shall be a major curtailment or an elimination of a program shall be made by the Chancellor, with advance notice to and approval by the President and the Board of Governors. If the financial exigency or curtailment or elimination of a program is such that the contractual obligation to an employee within a covered position cannot be met, the employment of the individual may be terminated, subject to the following notice requirements; (1) during the first year of service, not less than 30 days notice prior to termination; (2) during the second and third years of employment, not less than 60 days notice prior to termination; and (3) during the fourth and all subsequent years of service, not less than 90 days notice prior to termination.

D. Discharge for cause

Any employee occupying a covered position may be discharged for stated cause.

Discharge for cause is to be distinguished from discontinuation with notice (Section III.A.), automatic expiration of term (Section III.B.) and termination (Section III.C.).

Stated causes for discharge shall include, but not necessarily be limited to, incompetence, unsatisfactory performance, neglect of duty, or misconduct that interferes with the capacity of the employee to perform effectively the requirements of his or her employment. Discharge for cause is to be preceded by written notice of intent to discharge and is subject to invocation by the affected employee of the grievance procedures of Section IV of these Policies. When an employee occupying a covered position has been notified of the intention to discharge him/her for cause, the Chancellor may suspend his employment at any time and continue the suspension until a final decision concerning discharge has been reached by the procedures prescribed herein; the power to suspend shall be invoked only in exceptional circumstances and such suspension shall be with full pay.

IV. Review of Employment Decisions and Grievances

Employees in covered positions may secure review of decisions concerning discharge for cause or other disciplinary action, or of grievances concerning the interpretation and application of any provision of these Policies; provided, however, that grievances concerning discontinuations or terminations of employment with notice, pursuant to Sections III.A., III.B., or III.C., may be brought only upon allegations of violations of applicable notice requirements or violations of any provision of Section V or VI of these

Policies. Review of Decisions reached pursuant to such grievance procedures may be had in accordance with the provisions of Section 501C(4) of the University Code. Refer to the attached grievance procedures adopted by the Board of Trustees, The University of North Carolina at Pembroke, for processing and resolving the grievances of covered employees (ATTACHMENT A).

V. Equal Employment Opportunity

It is the policy and intention of The University of North Carolina at Pembroke that there be equal employment opportunity and freedom from unlawful discrimination in all employment within The University of North Carolina at Pembroke. There shall be no discrimination in covered positions on the basis of race, color, national origin, sex, religion, handicap, or age.² Employment in covered positions shall be conducted in accordance with all provisions of state or federal law or regulation prohibiting any such discrimination, and in accordance with applicable affirmative action plans.

IV. Political Activity

Employment in covered positions shall not be adversely affected by the exercise of rights guaranteed by the First Amendment to the United States Constitution or by Article I of the North Carolina Constitution; provided, that employees in covered positions shall be subject to any limitations on political activity established by Article 5 of N.C.G.S. Chapter 126. The Board of Governors Policy in this regard, as adopted on January 16,

²Bona fide occupational qualifications or other exceptions to those general prohibitions, specifically provided for by State or Federal law, may be applied to covered positions.

1976, and as may be revised from time to time, shall apply to covered positions (ATTACHMENT B).

VIII. Holiday and Leave Entitlement

A. Holidays

Employees in covered positions shall be subject to the same State-prescribed holidays given employees subject to the State Personnel Act.

B. Annual Leave

Basic leave policy

The amount of annual leave to which employees in covered positions shall be entitled is to be determined in accordance with the schedule set forth in Attachment C to these Policies. The scheduling of an employee's annual leave shall be subject to the approval of his or her supervisor. The maximum number of unused days of annual leave that may be accrued and carried forward from one year to the next shall be 30 work days; any annual leave in excess of 30 days will roll-over into the sick leave bank. An employee in a covered position who has accrued such unused annual leave as of the date of discontinuation of employment shall be paid for such unused annual leave, subject to the prescribed maximum of 30 such days.

Exceptions to basic leave policy

- a. With respect to an incumbent employee occupying a covered position as of February 13, 1981, if the employee's currently effective contract of employment specifies a period of annual leave more extensive than that to which the employee**

would be entitled under the provisions of Attachment A, the contractual commitment shall be honored; provided, that in no case shall maximum annual leave exceed 26 work days per year (year to mean the 12-month period dated from the employee's date of initial employment).

- b. With respect to a person first employed in a covered position after February 13, 1981, an exception may be made to grant annual leave entitlement in excess of that prescribed by the terms of Attachment A, such an exception must be based on an express finding that the extent of previous related professional experience of the affected employee or other compelling circumstance warrants such an exception; the granting of the exception must be recommended by the Chancellor and approved by the Board of Trustees or its designated committee; and such exceptional leave entitlement may not exceed either 26 work days per year or the amount of annual leave to which the employee was entitled in the employment held immediately preceding appointment to the University covered position, whichever is less.
- c. Each exception granted pursuant to either subsection a or subsection b shall be reported to the President, in accordance with administrative directions to be issued by the President (ATTACHMENT C).

C. Sick leave, civil leave, military leave, community service leave, voluntary shared leave, family medical leave act and workers' compensation Employees in covered positions shall be subject to the same provisions concerning sick leave, maternity leave, civil leave, military leave, community service leave,

voluntary shared leave, family medical leave act and workers' compensation, as are applicable to employees subject to the State Personnel Act (ATTACHMENT D).

D. Leave of Absence

Employees in covered positions may request leave of absence, without pay, subject to approval of such leave by the Chancellor.

E. Educational Entitlement

Employees in covered positions are entitled to the same opportunities as other University employees to invoke the privilege of tuition waiver conferred by N.C.G.S. 116-143 (ATTACHMENT E).

VII. Statutory and Other Rules of Employment

A. Privacy of personnel records

Employees in covered positions enjoy the protection of and are subject to the provisions of Article 7 of G.S. 126, entitled "The Privacy of State Employee Personnel Records".

B. Employment preference for veterans

Employees in covered positions enjoy the protection of and are subject to the provisions of G.S. 128-15 and 128-15.1, which provide for preference in employment for veterans of United States military service and their spouses and widows or widowers (ATTACHMENT F).

C. Employment of related persons

Employees in covered positions are subject to the Policy concerning employment of related persons as adopted by the Board of Governors on April 13, 1972, and as it may be revised from time to time (ATTACHMENT G).

D. Retirement

Employees in covered positions are subject to the provisions of Chapter 135 of the North Carolina General Statutes, entitled "Retirement System of Teachers and State Employees".

IX. Effective Date

The effective date of these Policies shall be July 1, 1981.

ATTACHMENT A

GRIEVANCE PROCEDURE

Employees in covered positions may secure review of decisions concerning discharge for cause or other disciplinary action, or of grievances concerning the interpretation and application of any provisions of these Policies. The review and grievances action will be initiated at the lowest supervisory level and continue through the appropriate administrative official(s) to resolve the matter. If these efforts fail, a formal grievance may be filed as outlined below.

- a. A person in a covered position who feels that she or he has a grievance may petition the Chancellor for redress within ten working days after the unfavorable action. This petition must be by certified mail, return receipt requested. An employee who has been discharged for cause or has experienced other disciplinary action may request a specification of reasons for the action taken if this has not already been provided. The petition shall be in writing and shall set for the following detail.
 1. Nature of the grievance
 2. Against whom the grievance is directed
 3. Efforts made to resolve the grievance
 4. Request for hearing
- b. If a timely written request for a hearing is made, the Chancellor will appoint a three-person ad hoc committee from among other persons serving in covered positions. (Chairperson will be selected by the Chancellor.)
- c. The hearing will be scheduled at least twenty working days from the date the request for a hearing is received. This should give the aggrieved employee adequate time to prepare her or his defense. The hearing shall be conducted in private with only the members of the Committee, the aggrieved employee, counsel (if desired), appropriate administrative official(s), as determined by the Chancellor, and such witnesses as may be called in attendance. A presentation will be made by the aggrieved employee based on the facts as specified in the request for hearing. Once this is completed, the appropriate administrative official(s) will be given the opportunity to rebut the aggrieved employee's testimony or make further explanation. Cross examination of all parties is permitted. (A tape recording of the

(hearing shall be made and submitted to the Chancellor along with all other records of the Committee.)

- d. At the end of such hearings, the Committee shall consider the matter in executive session. A written recommendation to the Chancellor must be made within five working days after the hearing is concluded.**
- e. The Chancellor will consider the written recommendation of the committee and will make the final decision for the University. This decision will be rendered within five working days after the Committee's recommendation is received. The aggrieved employee will be notified of the Chancellor's decision in writing (certified mail, return receipt requested.)**
- f. If the aggrieved employee is not satisfied with the decision of the Chancellor, she or he may appeal the decision through the Chancellor, she or he may appeal the decision through the Chancellor's to the Board of Trustees. Notice of appeal shall be filed within ten working days after the Chancellor's decision is received by the aggrieved employee. If the aggrieved employee is not satisfied with the Board of Trustees' decision, he or she may appeal the decision through the President to the Board of Governors. Notice of appeal shall be filed within ten working days after the Board of Trustees' decision is received by the aggrieved employee.**

ATTACHMENT B

POLITICAL ACTIVITIES OF UNIVERSITY EMPLOYEES

The board of Governors has adopted a resolution which sets forth rules and procedures for accommodating the interests of University employees in pursuing political activities.

The policy applies to all employees, including administrators, faculty and staff, who are exempt from the State Personnel Act.

A complete outline of the resolution provisions concerning candidacy for office holding is available for your review in the offices of the Chancellor, Vice Chancellors, and University Human Resources.

With respect to political candidacy, the policy presumes that candidacy for major political offices does interfere with the satisfactory performance of University employment; and one assumes candidate status by announcing the candidacy. Thus, to avoid the resignation requirement otherwise mandated by the presumption, a prospective candidate prior to announcing his or her candidacy must petition the University for a determination either (1) that the particular candidacy, in fact, will not conflict with University employment, contrary to the presumption, or (2) assuming such a conflict, that the employee can and should be granted a leave of absence coextensive with the period of candidacy. In the absence of a favorable determination of the type specified in either (1) or (2) above, a University employee who becomes a candidate will be deemed to have resigned his University employment.

With respect to the concurrent holding of a major elective or appointive political office, the policy presumes an interference with the satisfactory performance of University employment which necessitates the employee's resignation, unless an appropriate leave of absence is

requested and granted or, with respect to certain types of public offices, there is a determination in the particular case that no conflict, in fact, exists.

Most of the public offices currently held by University employees fall into the category of part-time offices for which compensation is only nominal: (e.g., membership on most city councils, schools boards, and boards of county commissioners). With respect to both candidacy for and holding of such offices, the Board policy presumes that there is no interference with the satisfactory performance of University employment; thus, in the absence of a contrary demonstration by responsible administrative officials, a University employee may run for or hold such an office concurrent with his employment by the University. However, an employee who believes that the office which he or she wishes to hold is of this exempt type is required to file with his immediate supervisor a statement concerning the compensation to which the holder of such office is entitled; that information is essential to a reliable determination of the exempt status of the office in question.

ATTACHMENT C

ANNUAL LEAVE ENTITLEMENT FOR COVERED POSITIONS

All permanent employees in 12-month positions and who work 20 hours or more per week are entitled to annual paid leave.

Annual leave is accrued at a monthly rate and is adjusted proportionately for permanent part-time employees who work halftime or more. Leave is earned monthly when an employee works or is on approved leave with pay at least half of the working days of the month.

EPA Non-Teaching positions are categorized into three groups: Senior Academic and Administrative Officers (SAAO) Tier I (positions that require Board of Governors approval for appointment and establishment of compensation), Senior Academic and Administrative Officers (SAAO) Tier II (positions for which decisions concerning appointment and compensation are delegated to the constituent institutions), and other EPA Non-Teaching positions not categorized as SAAO.

SAAO Tier I employees earn 26 days per year.

SAAO Tier II and all other EPA Non-Teaching employees earn 24 days per year, effective July 1, 2001.

Employees who were earning more than 24 days per year prior to July 1, 2001, will continue to earn at their current rate, up to a maximum of 26 days per year.

Annual leave is cumulative to a maximum of 240 hours (30 days) which can be carried over from one year to the next.

Any annual leave in excess of 30 days will be automatically converted to sick leave at the end of the year.

EPA Employees who are in 12-month positions and are required to work 40 hours per week will earn leave.

EPA EMPLOYEES ARE NOT ENTITLED TO OVERTIME COMPENSATION.

PAYOUT OF ACCRUED ANNUAL LEAVE

Employees who separate with 24 months or less of aggregate service, and who do not elect or are not eligible to transfer accrued leave to another state or local governmental agency, will be paid one day for each month worked B less the number of days taken during the employment period.

ATTACHMENT D

SICK LEAVE

Sick leave is earned at the rate of 96 hours (12 days) annually and is cumulative indefinitely. It may be taken in units of time appropriate and consistent with the responsibility of managing absences in keeping with operational needs. Upon retirement, unused sick leave may be used as retirement credit with 20 days equaling one month, for participants of the Teachers= and State Employees Retirement System (TSERS).

Sick leave may be used for personal illness, medical appointments, illness or death in the immediate family, childbearing, and adoption. (See HR Policy #1598 on HR webpage for details)

CIVIL LEAVE

You will be granted leave with pay to serve jury duty; this will not be charged against leave time. You are entitled to any Juror's pay in addition to your regular State salary for the period.

If you attend court as part of your job, no leave is required; however, any court fees you receive must be given to the University.

As a witness of the Federal, State, county, or city government, you may be granted leave with pay. Any fees received must be given to the University, or you may use annual leave and keep any fees received.

MILITARY LEAVE

Reserves in the armed forces are entitled to leave with pay, not to exceed 96 working hours (12 days) in any calendar year, when ordered to duty for annual training or other purposes. You

should always clear military leave with your supervisor and the Human Resources Office in advance.

COMMUNITY SERVICE LEAVE

In recognition of the State's diverse need for volunteers to support schools, communities, citizens and non-profit charitable organizations, each eligible employee shall be granted twenty-four (24) hours of Community Service Leave annually (pro-rated for part-time employees) to be used for volunteer participation in the above mentioned programs.

Employees have two options for using Community Service Leave (1) to volunteer their services for communities, citizens, schools and non-profit organizations or (2) they may elect to participate in a tutoring/mentoring program and receive one hour of leave each week that they tutor/mentor in a school approved program.

As with all leave, Community Service Leave must be approved by the Supervisor. The Supervisor or other University management may require that leave be taken at the convenience of the University.

Community Service Leave is non-cumulative; therefore, any leave not taken in a calendar year shall not be carried over into the next year calendar year but will be forfeited. (See HR Policy # 7100 on HR webpage for details)

VOLUNTARY SHARED LEAVE

The Voluntary Shared Leave program allows employees who earn leave to donate vacation leave to fellow employees who are affected by a medical condition that requires prolonged absence from their job, resulting in possible loss of income. Relatives of the affected employee may donate either sick or vacation leave in increments of no less than four (4)

hours; except Senior Academic and Administrative Officers, who may donate no less than eight (8) hours.

FAMILY MEDICAL LEAVE ACT

The Family Medical Leave Act of 1993 (FMLA) was passed by Congress to balance the demands of the workplace with the needs of families. FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to “eligible” employees for certain family and medical reasons. Employees are eligible if they have worked for a covered employer for at least one year. (See HR Policy # 0494 on HR webpage for details)

WORKERS’ COMPENSATION

University employees are fully covered under the Workers’ Compensation laws. This coverage provides for lost time and medical expenses at University cost if you have an accident or contract an occupational disease while working at The University of NC at Pembroke.

All accidents and injuries, no matter how slight, must be reported immediately to your supervisor. All accidents must also be reported to the Human Resources Office so that a claim can be filed on your behalf with the NC Industrial Commission. Workers’ Compensation law requires a seven day waiting period before weekly benefits will be paid. (See HR Policy # 1297 on HR webpage for details)

ATTACHMENT E

EDUCATIONAL ENTITLEMENT

Full-time permanent employees are eligible for Tuition Waiver (defined herein to include tuition and regular fees). Tuition Waiver may be waived for no more than one course (not to exceed four credit hours) during each fall and spring semester with appropriate supervisory approval. Tuition Waiver applies to summer school for night courses only and for credit and non-credit courses.

Enrollment in a course will not interfere with the employee's normal employment obligations.

In order to receive college credit, you must have been officially admitted through the Office of Admissions.

Please refer to Tuition Waiver Policy #HR0995, effective August 1, 1999.

ATTACHMENT F

EMPLOYMENT PREFERENCE FOR VETERANS

The University's policy on employment preference for veterans and their wives or widows is expressed in the North Carolina General Statutes, Chapter 128. It provides that all departments, or institutions of the State or their agencies, shall give preference in appointments and promotional appointments to qualified veteran applicants in filling vacant positions under the supervision of the State.

Qualified veterans are citizens of the State who served the United States honorably in any of the armed services in time of war and all citizens of the State who served in any of the armed services at any time between January 31, 1955, and the end of hostilities in Vietnam in which the United States was involved.

These provisions are further extended to spouses and widows or widowers of veterans.

ATTACHMENT G

EMPLOYMENT OF RELATED PERSONS

Consistent with the principle that University employees and prospective employees are evaluated on the basis of individual merit, without reference to considerations of race, sex, religion, national origin, or any other factors not involving personal professional qualifications and performance, the following restrictions designed to avoid the possibility of favoritism based on family relationships is observed with respect to covered personnel.

- 1. Related persons may not serve concurrently within the institution in any case where one such relative would occupy a position having responsibility for the direct supervision of the other relative.**
- 2. With respect to proposed employment decisions which should result in the concurrent service of related persons within the same academic department (or other comparable institutional subdivision of employment), a relative may not be employed if the professional qualifications of other candidates for the available position are demonstrably superior to those of the relative.**
- 3. With respect to the concurrent service of related persons within the same academic department (or other comparable institutional subdivision of employment), neither relative is permitted to participate in the evaluation of the other relative.**
- 4. The following relationships are sufficiently immediate to invoke the prohibitions against concurrent service of related persons.**
 - Parent and child**
 - Brother and sister**
 - Grandparent & grandchild**
 - Aunt, uncle, niece, nephew**
 - First cousins**
 - Step-parent & step-child**
 - Step-brother & step-sister**
 - Husband & wife**
 - Parents-in-law and children-in-law**
 - Brothers-in-law and sisters-in-law**

Guardian and ward

