

Personnel Policy Guide

for

All Souls Church, Unitarian
Washington, DC

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Introduction

This personnel guide lays out policies and procedures of All Souls Church, Unitarian (ASCU). Please familiarize yourself with the guide, as it provides answers to many questions you may have about your employment. Since every employment situation cannot be anticipated, this guide provides a general overview only.

It is your responsibility to comply with ASCU's policies and practices. If you don't understand or have questions about anything in this guide, ask your supervisor or the executive director to clarify it. Once you have read through this guide and have had any questions answered, please confirm your understanding by completing the statement on the final page, making a photocopy, and giving that copy to the executive director.

ASCU reserves the right, when necessary, to amend, add, or remove any provisions of this guide; you will be notified of any such changes in writing. The guide applies to all staff, whether full-time, part-time, hourly, contractual, or temporary, except where otherwise stated. Employment at ASCU is "at-will," which means that you or ASCU may terminate your employment relationship at any time for any reason, with or without notice.

This guide supersedes all previous employment policies, whether written or oral, expressed or implied. Also, nothing in this guide or in any other written or unwritten policies and practices of ASCU creates an express or implied contract, promise, or representation between ASCU and any employee.

If you have any questions or comments about this guide, or if you need more information, please ask your supervisor or the executive director. Your comments and suggestions are genuinely encouraged.

Equal Employment Opportunity

ASCU is committed to equal employment opportunity for all and to an inclusive workplace. Decisions about recruiting, hiring, training, promotions, compensation, benefits, and all similar employment issues will comply with all applicable federal and District of Columbia laws, without regard to actual or perceived race, color, religion, national origin, sex, pregnancy, age, marital status, genetic information, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, disability, matriculation, political affiliation, source of income, status as a victim of an intrafamily offense, or place of residence or business of any individual, or any other classification protected by law. ASCU is committed to identifying and implementing positive and persistent measures to ensure equal opportunities in recruiting, hiring, and promoting staff. Any discrimination in the workplace based upon any protected classification is illegal and against policy.

Wage and Hour Administration

Employment Classifications

For purposes of determining the applicability of various policies, practices, and benefits, you are classified by the nature of your position and by your regular work schedule.

After completing the initial 90-day review period, you are classified as a regular employee. If you are scheduled to work 40 hours per week, you are a regular full-time employee; if you are scheduled to work at least 20, but fewer than 40, hours per week, you are a regular part-time employee.

ASCU may also hire temporary employees and contract employees, who will be identified as such.

Your hire letter will tell you if you are “non-exempt” or “exempt.” If you are “non-exempt,” you are entitled to state or federal minimum wage and overtime. If you are “exempt,” you are not subject to such regulations and will not receive overtime.

Hours of Work

A normal, full-time workweek consists of 40 working hours from Monday through Sunday. Church work frequently requires flexibility on your part to accommodate the needs of the congregation. Your work schedule may vary, depending on the needs of the church. You should negotiate any changes with your supervisor. When your supervisor requests that you attend meetings and events, those hours will be considered time worked. You are expected to attend staff retreats or off-site events as specified by your supervisor. If you are a regular full-time employee, your supervisor has the sole discretion to determine what compensating time you may take when you have worked more than 40 hours in a week.

Timekeeping and Overtime

You must submit a standardized timesheet, signed by your supervisor, at the end of each pay period in order to be paid.

If you are a non-exempt employee and work overtime (more than 40 hours in any one workweek), you will be paid at the rate of 1.5 times your regular rate of pay. You must get prior approval from your supervisor to work overtime. Only time actually worked counts toward overtime; holidays, paid time off, and other leave do not count.

Exempt employees are not compensated for overtime.

Wages and Salary

You will be paid every two weeks.

Deductions made from your wages are reflected on your paystubs. Federal law requires deductions from pay for federal and state income tax, Social Security, and Medicare. Other deductions may include your portion of your health insurance premium, your retirement contribution, and wage garnishments.

You are responsible for promptly notifying the executive director of any changes to or errors in your deductions. Adjustments will be made as soon as practicable and will be reflected in your succeeding paychecks.

The following is a sample paystub (with fake numbers). You should familiarize yourself with its structure.

PERSONAL AND CHECK INFORMATION		EARNINGS		DESCRIPTION	HRS/UNITS	RATE	THIS PERIOD (\$)	YTD HOURS	YTD (\$)
You 123 Main Street NW Washington, DC 20011 Soc Sec #: xxx-xx-xxxx Employee ID: 123		Regular					60.96		631.89
Home Department: 100 Payroll		PTO						M156.00	
Pay Period: 09/24/18 to 10/07/18		Total Hours						156.00	
Check Date: 10/11/18 Check #: 206		Gross Earnings					60.96		631.89
NET PAY ALLOCATIONS		Total Hrs Worked							
DESCRIPTION	THIS PERIOD (\$)	YTD (\$)							
Check Amount	0.00	0.00							
Chkg 0000	86.44	927.61							
NET PAY	86.44	927.61							
TIME OFF (Based on Policy Year)									
DESCRIPTION	AMT TAKEN	TOTAL BAL							
PTO	56.00 hrs	6.72 hrs							
OTHER ITEMS		DESCRIPTION	THIS PERIOD (\$)	YTD (\$)					
Do not increase Net Pay		401kmatch	46.10	163.27					
		Group Term Life	12.24	237.60					
WITHHOLDINGS		DESCRIPTION	FILING STATUS	THIS PERIOD (\$)	YTD (\$)				
		Social Security		53.34	215.91				
		Medicare		5.86	52.11				
		Fed Income Tax	S 3	94.44	128.82				
		DC Income Tax	S 3	7.46	43.83				
		TOTAL		160.00	503.57				
DEDUCTIONS		DESCRIPTION	THIS PERIOD (\$)	YTD (\$)					
		401k		46.10	163.27				
		Medical		24.24	915.66				
		SmartBenefits		23.08	84.68				
		TOTAL		93.42	563.61				
NET PAY				THIS PERIOD (\$)	YTD (\$)				
				86.44	927.61				

Payrolls by Paychex, Inc.

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Adjustments to your salary or hourly wages will be considered once a year and generally implemented at the beginning of the fiscal year. You are not guaranteed an annual raise. Pay adjustments are usually based on such factors as performance, job responsibilities, available funds, and other appropriate factors.

All exempt employees are paid on a salary basis in conformity with the Fair Labor Standards Act (FLSA). Being paid on a salary basis means you receive a predetermined amount of compensation each pay period. The predetermined amount cannot be reduced because of variations in the quality or quantity of your work. If you are an exempt employee, you will receive, subject to the exceptions listed below, your full salary for any week in which you perform any work, regardless of the number of days or hours worked.

The executive director may deduct pay for absences of less than one week if you:

- are absent from work for one or more full days for personal reasons other than sickness or disability;
- for absences of one or more full days due to sickness or disability if the deduction is made in accordance with organizational policies;
- to offset amounts you receive as jury or witness fees, or for military pay;
- for penalties imposed in good faith for infractions of safety rules of major significance; or
- for unpaid disciplinary suspensions of one or more full days imposed in good faith for infractions of workplace conduct rules.

Also, ASCU is not required to pay the full salary in the initial or terminal week of employment or for any workweek in which an exempt employee performs no work. In addition, deductions from leave accruals for absences of less than a full day are acceptable and will be made in accordance with the applicable leave provisions set forth in this handbook.

Exempt employees who believe they have not been paid on a salary basis in violation of the law should notify the executive director. ASCU will reimburse employees for any inadvertent deductions made in violation of the salary basis rules.

Employee Benefits

The benefits outlined in this guide represent significant additional compensation to eligible employees. Outlined below is a summary of the types of employee benefits currently available through ASCU. This summary is not intended to and does not create an express or implied contract, promise or representation between ASCU and the employee. These benefits are subject to change at any time, with 30-day written notice, at the discretion of ASCU. In the event of any discrepancy between the description of benefits outlined below and the provisions of the benefit plan itself, the plan will govern. Any questions about employee benefits should be directed to the executive director.

Eligibility for Benefits

If you are a regular employee who works 20 or more hours per week, you are eligible for the following benefits.

- Health and dental insurance starting the first of the month following your start date; and
- paid time off (PTO) accrued from your date of hire and available to use after your initial review period of employment.

If you are an hourly employee working fewer than 20 hours per week but more than 960 hours in the year, you are eligible for the following benefits.

- PTO accrued on a prorated basis from your date of hire and available to use after you accumulate 960 hours of employment; and
- payment for hours you would have normally worked when ASCU is closed (Thanksgiving and December closures).

Temporary and contract employees do not receive any benefits other than those required by law, unless specifically agreed to in writing by ASCU.

Group Insurance

ASCU's insurance carriers establish minimum standards for eligibility for coverage under the various insurance benefit programs described generally below. You must meet these standards to receive coverage under ASCU's insurance plans.

Health and Dental

ASCU will pay 90% of the premium for the lowest cost health care and dental plan option. ASCU will pay an additional 25% for family coverage (including domestic partners). ASCU will also reimburse you for Medicare.

If you choose from additional plans offered by ASCU, you are responsible for covering the difference in the premium. You can get further information about the plans from the executive director.

Short-Term Disability, Long-Term Disability, and Life (full-time employees only)

ASCU is self-insured for short-term disability for full-time employees. After 30 calendar days of documented full disability, ASCU will cover 66 2/3% of your salary until you come off disability status or move to long-term disability coverage. You will be required to provide a physician's statement before returning to work. Prior to short-term disability, you may use PTO.

ASCU pays the premiums for long-term disability and life insurance for full-time employees. A full-time employee is eligible for long-term disability coverage on the first of the month after their start date. After 90 calendar days of documented full disability, the plan will pay 66 2/3% of your

monthly salary up to a maximum of \$6,000 monthly. You will be required to provide a physician's statement before returning to work.

You can get further information about these policies from the executive director and from the Unitarian Universalists Association (UUA) website (uua.org).

Workers Compensation Insurance

ASCU carries workers compensation insurance that pays for certain medical expenses and provides partial income protection if you experience an injury or illness arising out of or in the course of your employment.

You must immediately report an on-the-job injury or illness, regardless of its severity, to your supervisor and the executive director. You will be required to provide a physician's statement to receive workers compensation benefits and to return to work.

Retirement Benefits

The UUA provides a defined contribution qualified retirement plan to help eligible employees accumulate tax-deferred savings for retirement. You may enroll in the plan and begin making your own pre-tax contributions immediately. You are immediately fully vested in the plan.

If you are a regular, full-time (30+ hours per week) employee, ASCU will, after one year of your employment, contribute an amount equivalent to 10% of your earned compensation. For example, if you make \$24,000 per year, or \$2,000 per month, ASCU's will contribute \$200 to your retirement plan each month. You may also make additional pre-tax contributions from your salary in accordance with the current provisions of the tax laws. All contributions, whether made by ASCU or you, vest immediately and grow tax-free until withdrawal.

At the end of your employment at ASCU, you may leave the account where it is or roll it over, without charge, to another qualified plan.

You can get further information about this plan from the executive director and from the UUA website (uua.org).

Paid Time Off (PTO)

With the goal of reducing unscheduled absences and the need for constant supervisory oversight, ASCU provides PTO leave to eligible employees for use for any non-work-related activities, such as vacation, personal or family illness, doctor appointments for you or a family member, attendance at school-related events for your family members, liberal leave schedules related to local or federal government office closings, and other activities that you may choose.

PTO Notice Requirement

Where the need for PTO is foreseeable, you must request leave in advance by submitting a completed leave request form, which is available from the executive director. To use less than five days of PTO, you must submit the request at least one week in advance. To use five to nine days of PTO, you must submit the request at least two weeks in advance. To use ten or more days of PTO, you must submit the request at least one month in advance. You are encouraged to give as much notice as possible.

Your supervisor must approve all foreseeable PTO. Every effort will be made to accommodate your leave request. However, due to workload requirements, previously approved requests from other employees, or lateness of your request, it may not be possible to approve your request. You are encouraged to take PTO during the summer months when the church's programs and activities slow down.

Where the need for PTO is not foreseeable, such as for emergencies or illness, you must notify your supervisor before your normal reporting time or as soon thereafter as possible. If you take more than five consecutive days of unscheduled leave, you may be required to present a doctor's release or other pertinent documentation to the executive director before returning to work.

If you miss two or more consecutive days of work without notifying your supervisor, you may be considered to have voluntarily terminated employment.

Accrual of PTO

If you are a regular full-time employee, you will accrue PTO bi-weekly in hourly increments based on your length of employment, as set forth below. PTO is added to your PTO bank when your bi-weekly paycheck is issued. PTO you take will be subtracted from your PTO bank when used. You may use PTO in four-hour increments.

If you are a regular part-time employee, you will earn PTO on a pro rata basis.

Year	No. of days	Hours accrued per pay period
Year 1-2	22	6.80
Year 3-5	25	7.68
Year 6-9	27	8.32
Year 10 +	30	9.20

Additionally, you will receive your usual salary while the church is closed between Christmas and New Year's Day. If you have to work during this time, you will earn an equivalent amount of PTO.

You will not accrue PTO when you are on unpaid leave of any kind.

You can receive advances on your PTO as follows. If you are in your first year of employment, you will be advanced one-half of your PTO after successfully completing your 90-day review, with the remainder distributed on a prorated basis in the second half of your first year of employment. If you are a regular full-time employee who has completed at least one year of service, you will be advanced one-half of your PTO on January 1, with the remainder advanced on July 1. If you end your employment at ASCU having used more PTO hours than you have accrued, ASCU will deduct any advanced PTO from your final paycheck.

If you are an hourly, non-exempt employee, you can accrue PTO in two ways: 1) for every 87 hours worked, you will earn one hour of PTO, capped at three days of leave per year (accrues upon employment, available after 90 days); or 2) after working 960 hours, you will accrue 40 hours of PTO.

Rollover and Transfer of PTO

You may rollover a maximum of ten days (80 hours) of unused accrued PTO from one calendar year to the next. You will forfeit any unused PTO above that amount.

You may not transfer your PTO hours to another employee unless the transfer is approved by the executive director.

Payout of PTO upon Termination of Employment

If you are a regular full-time employee who has completed at least 90 days of employment, and you are either involuntarily terminated or you voluntarily resign after providing notice (as required by

ASCU's policy on Termination of Employment), you will be paid for accrued PTO. If you resign without giving advance notice, you will forfeit any accrued PTO, depending upon the status of your PTO leave.

Any questions regarding this policy or the amount of your accrued PTO should be directed to the executive director.

Sabbatical Leave

If you are a called minister, director of religious education, or director of music and arts, and you work full-time, you are eligible for sabbatical leave for the purpose of personal and professional development (including, but not limited to, formal study, writing, conferences, and retreats). The benefits of such leave should be in the best interests of both you and the congregation.

You become eligible for sabbatical leave after six years of employment at the church and after each six-year period following your return from sabbatical leave. You earn five months leave per six-year period, to be taken in the seventh year. You should take the five-month leave in the spring and summer (roughly, March 15 through August 15) to minimize the impact on the congregation. This schedule may be changed with the permission of the senior minister.

You must submit a sabbatical plan to the senior minister and Board of Trustees at least one year in advance. This plan must include a personal and professional development plan, a plan for covering your duties while you are on leave, and a detailed accounting of all financial costs associated with the sabbatical. In some cases, where changes to ASCU's budget are necessary to cover the costs of the sabbatical leave, you will not get final approval for your leave before the congregation approves those changes to the budget.

You will receive your regular salary and benefits while you are on leave. The Board of Trustees will make it a practice to set aside some money each year to fund sabbatical leaves.

You are expected to return from your sabbatical leave to serve at least one more year at ASCU.

No more than one eligible employee may be on sabbatical leave at the same time.

Non-PTO Leaves

Paid Holidays

You will be paid for the following 14 holidays, observed on the dates designated by ASCU each year. Holidays will be observed specifically as recognized by federal and local government.

- New Year's Day (January 1)
- Inauguration Day (January 20, every four years)
- Martin Luther King's Birthday (third Monday in January)
- President's Day (third Monday in February)
- DC Emancipation Day (April 16)
- Memorial Day (last Monday in May)
- Fourth of July (July 4)
- Labor Day (first Monday in September)
- Indigenous Peoples Day (second Monday in October)
- Veteran's Day (November 11)
- Wednesday before Thanksgiving (fourth Wednesday in November)
- Thanksgiving Day (fourth Thursday in November)
- Day after Thanksgiving Day (fourth Friday in November)
- Christmas Day (December 25)

If you are a part-time employee, you will receive pro-rata compensation if your regularly scheduled workday occurs on a holiday. You may be required to work on Christmas Eve and Martin Luther King's Birthday. If you are required to work on an observed holiday, you will be granted another day off.

Inclement Weather/Emergency Days

Inclement weather/emergency days will be observed specifically as recognized by the District of Columbia government/school closings. From time to time, weather or other emergencies in the Washington DC area may make commuting to or from work hazardous. Although you are expected to make a reasonable effort to report to work, you are also expected to use good judgment when assessing the possible hazards of commuting in such weather. Employees should confirm any office closure decision with the executive director.

Leaves of Absence

If the need for leave is foreseeable, you must request the leave in advance in writing and receive your supervisor's approval. Your written request must include the exact nature of the leave and its anticipated length. You may also be required to appropriate certification, as determined by ASCU. You are expected to return to work at the end of the leave as granted. If you are prevented from returning as expected, you must immediately notify your supervisor.

Parental Leave

If you are a full- or part-time salaried employee or an hourly employee who is scheduled to work at least 20 hours per week, and you have worked at ASCU for at least one year without a break in service immediately preceding your request for leave, you are eligible for parental leave. Parental leave is available after the birth of a child, an adoption of a child, or the placement of a foster child in your home. For purposes of this leave, "parent" means the mother or father of a child; a person who has legal custody of a child; a person who acts as a guardian of a child regardless of whether legally appointed as such; an aunt, uncle, or grandparent of a child; or a person who is married to or the domestic partner of one of the above.

You may take a total of six weeks of paid parental leave plus 16 weeks of unpaid parental leave during any 24-month period. You may substitute accrued PTO for any part of your unpaid leave. Accrued PTO leave may not be used to extend the parental leave beyond 16 weeks. The entitlement to parental leave expires 12 months after the birth or placement of the child.

If your supervisor agrees, you may take your parental leave on a reduced leave schedule, during which you may spread the 16 weeks of family leave over a period not to exceed 24 work weeks.

If you are a parent, DC law also entitles you to a total of 24 hours of unpaid leave during any 12-month period to attend or participate in school-related events at your child's school. School-related event means an activity sponsored by either a school or an associated organization such as a PTA. You should request this leave from your supervisor at least 10 calendar days in advance, unless the need to attend the event cannot be reasonably foreseen.

Medical Leave

If you are a full-time or part-time (scheduled to work at least 20 hours per week) employee who has worked at ASCU for at least one year without a break in service immediately preceding your request for leave, you are eligible for 16 weeks of unpaid medical leave.

Eligible circumstances for medical leave under DCFMLA include recovering from a serious illness that renders you unable to work.

Family Leave

If you are a full- or part-time salaried employee or an hourly employee who is scheduled to work at least 20 hours per week, and you have worked at ASCU for at least one year without a break in service immediately preceding your request for leave, you are eligible for family leave.

Eligible circumstances for family leave under DCFMLA include caring for a seriously ill family member. You may take up to 16 weeks to care for a seriously ill immediate family member. Two weeks of the leave will be paid, and 14 weeks may be unpaid.

Bereavement Leave

If you are a regular full-time employee, you may be eligible for a leave of absence for up to seven days with pay for the death of an immediate family member. Immediate family is defined as children, parents, siblings, spouses, and domestic partners. The executive director will determine the number of paid days off based on the circumstances.

Military Leave

If you are a member of the uniformed services of the United States (including the National Guard or other reserve unit), you will be granted unpaid leaves of absence in accordance with state or federal law to perform military duties on a voluntary or involuntary basis. You must request military leave in writing and provide verification of the duty call from military authority, the date the leave is to start, and the expected date of return.

You may choose to use any accumulated PTO for all or part of the military leave. Leaves longer than available PTO will be without pay. In accordance with applicable law, you will be reinstated to the same job upon returning from an authorized military leave of absence.

Jury Duty

If you are called for jury duty, you will receive your regular pay for up to 20 working days. You are expected to work upon being excused from jury duty on any day.

Professional Expenses

Under U.S. tax law, religious professionals may be reimbursed for certain professional expenses without that reimbursement being considered income. As a church employee, you may be provided with a professional expense account that reimburses you for spending directly relate to the programs and business of the church and that are consistent with the church's budget and your allotted expense account.

You must substantiate any such professional expenses in detail, including documents that attest to the amount, date, place, purpose, and, in the case of entertainment expenses, the business relationship of the person or persons entertained. Documents may include cash receipts, canceled checks, credit card slips, and other contemporaneous records. You must provide the executive director with an accounting of your professional expenses no less frequently than monthly.

The executive director and senior minister's expenses must be approved by the president of the Board of Trustees or his or her designee.

ASCU will not include any reimbursed professional expenses on your IRS Form W-2, and you should not report any such reimbursement as income on your Form 1040.

Allowable Expenses

In general, you are authorized to manage expenditures from your professional expense account, provided an expense is directly related to the ministry of the church or your professional

development and satisfies all criteria stated elsewhere in this policy. You should raise any questions about an expense with your supervisor or the treasurer.

The following list illustrates expenses that will normally be reimbursed by the church.

- Fees to attend professional conferences.
- Travel expenses, including airfare, taxis, parking, rental automobiles, lodging, meals, childcare, and incidentals. (Personal entertainment, clothing, toiletries, and alcohol are generally not covered. Where the purpose of travel is both personal and business, reimbursement may be pro-rated.)
- Entertainment, at home or in restaurants, of members, potential members, or guests of the congregation. (Pastoral care is normally expected to take place outside of restaurants; you should not expect to be reimbursed on a regular basis for meals.)
- Books and journals.
- Educational expenses.
- Dues for membership in professional organizations.
- The purchase and cleaning of religious garments.
- Insurance premiums for malpractice insurance.

No policy can anticipate every situation that might give rise to a legitimate business expense. You may incur reasonable and necessary expenses not listed above, being mindful that you are obligated to be a good steward of the congregation's charitable contributions. Your supervisor is responsible for using professional judgment to determine if an unlisted expense is reimbursable under this policy.

Reimbursement

You will be reimbursed within 30 to 60 days of your submitting an appropriately documented request.

If you have received advanced reimbursement, you must return any unused funds within 60 days; otherwise, you must declare that amount as additional income.

Notes

It is important not to confuse reimbursement of professional expenses with compensation such as salary or housing allowance. Reimbursement of professional expenses should never be folded into checks for those other items.

Basic items that you need to perform your job should be funded through an appropriate budget line. (For instance, you do not need to pay for office supplies or furniture with your professional expenses.)

Any items of enduring value that you purchase with your professional expense funds belong to ASCU's congregation; you must return them upon your departure.

Expenses for building staff cohesion and morale building may not be reimbursed as professional expenses. Instead, they must be submitted under the appropriate budget line.

Regular monthly cell phone expenses are not considered a professional expense unless otherwise agreed upon.

You may not be paid a year-end bonus or other payment that correlates to unused professional expenses.

Computers and related equipment costs may be treated as a business expense through a Section 179 deduction if the items are used 50% or more for professional activities. It is customary today to

consider computers and peripherals as essential for the performance of one's duties. However, they belong to ASCU.

Automobile expenses while on official business (such as to meetings, hospital or home visits, trips for educational purposes or to purchase supplies, travel with a youth group or a church school class, etc.) are reimbursable at the standard IRS mileage rate in effect at the time. The costs of commuting to and from home to work are not allowable as business automobile expenses. A log of total miles per day and enumeration of their general purpose will suffice to substantiate automobile mileage, but under no circumstances will commuting mileage between the employee's home and the church or parking when at work be reimbursed.

Professional Development Policy

If you are full-time staff, you are encouraged and expected to complete (at no cost to yourself) the following development activities. You will be paid for the hours spent in professional development. Completion of these activities will affect your performance evaluation.

- 16-30 hours of multicultural, multiracial training aligned with ASC's 8th Principle
- Leading/co-leading a project/event that builds our beloved multicultural and multiracial congregation
- Sexual misconduct/abuse training

You may also participate in the following optional professional development opportunities (costs may be covered or subsidized by ASC; talk to the executive director).

- 16-30 hours of training in your direct field
- 16-20 hours of training in American Sign Language

Complaints and Grievances

Prohibited Behaviors

ASCU is committed to promoting and maintaining a healthy working, learning, and social environment where everyone is treated with civility and respect. The following behaviors are prohibited and will not be tolerated.

Sexual Harassment

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

- submission to the conduct is made either explicitly or implicitly a term or condition of employment;
- submission to or rejection of the conduct is used as a factor in employment decisions affecting an individual; or
- conduct that interferes with an individual's employment or creates an intimidating, hostile, or offensive employment environment.

Some examples of conduct which may constitute sexual harassment, depending on the circumstances, include but are not limited to:

- repeated unwelcome suggestions regarding, or invitations to, social engagements or social events;
- any indication, expressed or implied, that an employee's job security, work assignment, conditions of employment, promotions, or opportunities to increase salary depends or may

depend on the granting of sexual favors or on a willingness to accept or tolerate conduct or communication of a sexual nature;

- unwelcome or coerced physical proximity or physical contact that is of a sexual nature or sexually motivated;
- the deliberate use of offensive or demeaning terms which have a sexual connotation; or
- inappropriate remarks of a sexual nature.

This policy applies to sexual harassment by or against members of any gender.

Discrimination

ASCU prohibits workplace conduct that shows hostility or aversion toward anyone because of actual or perceived race, color, religion, national origin, sex, age, marital status, genetic information, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, disability, matriculation, political affiliation, source of income, status as a victim of an intrafamily offense, or place of residence or business of any individual, or any other classification protected by applicable law, and that:

- has the purpose or effect of creating an intimidating, hostile, or offensive work environment;
- has the purpose or effect of unreasonably interfering with an individual's work performance; or
- otherwise adversely affects an individual's employment opportunities.

Some examples of conduct which may constitute discrimination, depending on the circumstances, include but are not limited to:

- epithets or slurs;
- threatening or intimidating acts;
- written or graphic material; and
- written, verbal, or physical acts that purport to be jokes or pranks.

Bullying

Bullying is a pattern of repeated behavior that a reasonable person would find hostile or offensive. Bullying behavior may take many forms, including physical, verbal, or written acts or behaviors. Workplace bullying often involves an abuse or misuse of power. A single physical, verbal, or written act or behavior generally will *not* constitute bullying unless especially severe and egregious.

Examples of bullying include:

- persistent or egregious use of abusive, insulting, or offensive language, including on social media;
- spreading misinformation or malicious rumors;
- behavior or language that frightens, humiliates, belittles, or degrades, including criticism or feedback that is delivered with yelling, screaming, threats, or insults;
- making repeated inappropriate comments about someone's appearance, lifestyle, family, or culture;
- regularly teasing or making someone the brunt of pranks or practical jokes;
- interfering with someone's personal property or work equipment;
- circulating inappropriate or embarrassing photos or videos via e-mail or social media;
- unwarranted physical contact; and
- purposefully excluding, isolating, or marginalizing someone from normal work activities.

It is important to distinguish between bullying behavior and appropriate workplace supervision. Reasonable supervisory actions, when carried out in an appropriate manner, include:

- providing performance appraisals;
- coaching or providing constructive feedback;
- monitoring or restricting access to sensitive information for legitimate business reasons;
- scheduling ongoing meetings to address performance issues;
- setting aggressive performance goals to help meet departmental goals;
- counseling or disciplining an employee for misconduct; and
- investigating alleged misconduct.

Differences of opinion, interpersonal conflicts, and occasional problems in working relations are an inevitable part of working life and do not necessarily constitute workplace bullying.

Threats and Violence

Threats, threatening behavior, or acts of violence against persons by anyone on church premises will not be tolerated.

Anyone who verbally or physically threatens another, exhibits threatening behavior, or engages in violent acts on church property will be removed and be required to remain off church property pending the outcome of an investigation. If ASCU determines that a violation of this policy has occurred, ASCU will take appropriate disciplinary action up to and including termination of employment, and/or legal action as appropriate.

You should inform the executive director, the senior minister, and your supervisor of any behavior that you have witnessed or experienced, which you regard as threatening or violent.

Illegal, Fraudulent, Dishonest, or Unethical Activities

If you reasonably believe that you are aware of illegal, fraudulent, dishonest, or unethical activities committed by ASCU staff, trustees, officers, or other leaders, you are encouraged to report that information to the executive director. If your report relates to the executive director, you should report the information to a member of the Board of Trustees or the senior minister.

Examples of actions or behavior that employees should report include:

- fraud or deliberate error in, or misrepresentation about, the preparation, evaluation, review, or audit of any ASCU financial statements or accounting records;
- deviation from full and fair reporting of ASCU's financial condition;
- stealing or misappropriating ASCU's assets or the funds or assets of its donors or programs;
- deficiencies in, or non-compliance with, ASCU's internal accounting controls; and
- suspected violation of law by any ASCU employee.

When reporting such activity, you should act in good faith and have reasonable grounds for believing the information that you are sharing. Although you are not expected to prove the truth of your allegations, you must demonstrate reasonable grounds for concern. No investigation will be made of unspecified wrongdoing or vague and overbroad allegations.

Reporting and Resolution

You are encouraged to report any of these behaviors before they become severe or pervasive. If you believe you have been sexually harassed, discriminated against, bullied, or threatened by another employee, supervisor, agent of ASCU, or any other person encountered on the job, or if you witness such behavior, you should report that conduct immediately to your supervisor, the executive

director, the senior minister, or the president of the Board of Trustees. All reports will be treated with the utmost confidentiality.

You may submit a report anonymously, but you are encouraged to identify yourself to help the investigation. Anonymous complaints, especially, should be as detailed as possible, as follow-up questions will not be possible. It should include the following. What is the suspected violation? Who did the wrongdoing? When did it occur? Did it happen more than once? Is it ongoing? Where did it happen? Does anyone else know about it? Is anyone else involved? What enabled it to happen? All available evidence should be attached.

If you are a supervisor who has become aware of conduct that may violate this policy, you must report it immediately to the executive director.

After you report a possible violation of this policy, an investigation will begin within 48 hours.

If you report any of these behaviors, you will have the options of facilitated early resolution or formal investigation.

Facilitated Early Resolution

Where appropriate, ASCU encourages early resolution. When all parties agree to resolve the situation collaboratively, ASCU will assist you in reaching a mutually agreeable resolution.

Early resolution may include a review of the facts, but typically does not involve a formal investigation. Means for early resolution will be flexible and encompass a full range of possible appropriate outcomes.

Options for early resolution may include:

- obtaining an agreement between the parties;
- physically separating the parties;
- changing reporting lines;
- referring the parties to counseling and coaching programs;
- negotiating an agreement for personnel action;
- conducting targeted educational and training programs; and/or
- following up with the parties after some time to assure that the resolution has been implemented effectively.

While ASCU encourages early resolution, it does not require it. If the parties cannot work collaboratively, or if the executive director determines that early resolution is inappropriate, a formal investigation will take place instead.

Formal Investigation

If you have reported a violation of this policy and early resolution is unsuccessful or inappropriate, you may request a formal investigation. The executive director may also initiate a formal investigation after a preliminary review of the facts even if you have not requested one.

Formal investigations of reports will follow these procedures.

1. The respondent will be advised of the relevant allegations.
2. The investigation may include interviews with the parties involved and other witnesses, and a review of relevant documents and other evidence.
3. Disclosure of facts to parties and witnesses will be limited to what is reasonably necessary to conduct a fair and thorough investigation. Participants in an investigation may be advised to maintaining confidentiality when essential to protect the integrity of the investigation.

4. The complainant and the respondent may each request to have a representative present when they are interviewed. At any time during the investigation, the investigator may recommend that ASCU provide interim protections or remedies for the complainant or witnesses. These protections or remedies may include separating the parties, placing limitations on contact between the parties, or making alternative work arrangements. Failure to comply with the terms of interim protections may be considered a separate violation of this policy.
5. The executive director will make every effort to complete the investigation as quickly as possible. Generally, the investigation will be completed within 60 calendar days from the date the formal investigation was requested.
6. Following the completion of the investigation, the investigator will prepare a written report that, at a minimum, includes a statement of the allegations and issues, the positions of the parties, a summary of the evidence, findings of fact, and a determination by the investigator as to whether the conduct at issue violated this policy. The executive director will submit the report to the appropriate ASCU supervisor and determine and implement the actions necessary to resolve the complaint.
7. The complainant and the respondent will be informed when the investigation is completed and whether the complaint was substantiated. Actions taken to resolve the complaint, if any, that are directly related to the complainant, such as an order that the respondent not contact the complainant will be shared with the complainant. In accordance with ASCU policies protecting individuals' privacy, the complainant may be notified generally that the matter has been referred for disciplinary action but will not be informed of the details of the recommended disciplinary action without the respondent's consent.
8. The complainant and the respondent may request a copy of the investigative report pursuant to ASCU policies governing privacy and access to personal information. In accordance with ASCU policy, the report will be redacted to protect the privacy of personal and confidential information regarding all individuals.

Remedies

If the investigation finds that a violation of any prohibited behavior has occurred, ASCU will take timely, appropriate action.

Findings of violations may be considered in determining remedies for individuals harmed and will be referred to the appropriate supervisor. Investigative reports made pursuant to this policy may be used as evidence in subsequent complaint or grievance resolution processes or disciplinary proceedings.

On an annual basis, the executive director will provide the Board of Trustees and the Audit Committee a written report identifying all complaints reported under this policy during the preceding year. Records of all complaints must be maintained in accordance with ASCU's document retention policy. Any questions, concerns, or suggestions regarding this policy should be addressed to the executive director or the Board of Trustees.

ASCU has distinct procedures for investigating and resolving complaints against congregants. The executive director will, when appropriate, refer reports of prohibited behaviors by congregants to the Committee on Right Relations.

Whistleblower Protection

Retaliation or reprisal against any employee who reports or participates in the investigation of violations of this policy is prohibited and will not be tolerated. Any retaliation or reprisal will be treated as a serious matter and will result in disciplinary action up to and including termination.

Other Employer Policies

Personnel Record

You are required to provide current personal and emergency contact information. You should promptly notify the executive director of any changes in personal information, including:

- your address and telephone number;
- your marital status (including legal separation);
- a legal change in your name;
- your dependents;
- changes in your beneficiaries;
- the person to notify in case of emergency, including telephone number; and
- any changes in your licensing or education.

ASCU keeps a personnel file for each employee. Your file may contain performance reviews and appraisals, letters of commendation and reprimand, records of complaint, disciplinary actions, and other appropriate documents. You may inspect the contents, except for documents deemed appropriately sensitive by the executive director, in the office at reasonable times at the schedule of the executive director, but they may not be removed.

Initial Review Period

When you are newly hired, or newly transferred to another position, you must complete a review period of 90 days, which may be shortened or lengthened at ASCU's discretion. Upon completing this period, you will be considered a regular employee. Employees who do not complete the initial review period will not receive payment for accrued unused paid time off. Satisfactory completion of the review period neither alters the employment-at-will relationship nor guarantees continuation of employment after the period.

Performance Evaluation

Your supervisor is expected to provide you with on-going feedback about your job performance. You can expect more formal performance evaluations following your initial review period and once per year thereafter. In addition to addressing your job performance, the evaluation will recognize professional development and new skill acquisition (including integration and advancement of the 8th Principle achievement), address areas in need of improvement, and establish goals. Your supervisor may conduct an informal review or out-of-sequence evaluation whenever he or she deems it appropriate.

The evaluation will be based on your current job description. You will be asked to provide input about your own performance. Your supervisor may also solicit feedback from individuals with whom you regularly come into contact when on the job. Your supervisor will write the evaluation, and then meet with you to discuss it. You will be asked to sign the evaluation to acknowledge that the review has taken place; this does not necessarily mean that you agree with the whole evaluation or any its parts. The evaluation will then become part of your personnel record and you will receive a copy for your own records. If you do not agree with the conclusions of the performance review,

you may, within 30 days, provide your supervisor with a written statement to be attached to the evaluation.

Professional Behavior

You should maintain a professional attitude and appearance appropriate to your position with ASCU. Good grooming and personal hygiene are essential. You are discouraged from receiving personal mail and non-essential telephone calls at work.

You are expected to be prompt and regular in your attendance at work. You should, if possible, schedule personal appointments before or after work hours. Your supervisor must approve all scheduled absences in advance. If you cannot report to work at your scheduled time, you must call your supervisor as soon as possible to report the absence and the time you expect to return to work. You must call in each day you are absent, unless otherwise authorized by your supervisor.

Unscheduled absences (such as returning late from lunch or leaving work before the end of the workday) must be approved by your supervisor. If you expect to be absent the following day, you should inform your supervisor of that fact at the same time.

If you fail to report to work without notice for two or more consecutive days, you may be considered to have voluntarily terminated employment, effective immediately.

You must observe certain minimum guidelines to protect the integrity of ASCU's congregation. The following is a not all-inclusive list of unacceptable conduct in the workplace.

- Failure to perform work in a manner acceptable to ASCU
- Absenteeism or tardiness
- Leaving work during work hours without permission
- Failure to report absences as required
- Creating or contributing to unsafe or dangerous working conditions
- Sexual harassment, bullying, or other workplace harassment
- Drinking alcohol other than at church-sponsored functions
- Unauthorized disclosure of confidential information
- Smoking in unauthorized areas
- Failure to report on-the-job injuries
- Working another job while absent
- Failure to accurately complete or letting another person complete your timecard
- Theft or dishonesty
- Falsifying records or information (or misuse or unauthorized manipulation of any computer or electronic data processing equipment or system)
- Discourteous treatment of others
- Taking or using ASCU property without payment or without written permission
- Reckless, careless, or unauthorized use of ASCU property, equipment, or materials
- Insubordination
- Fighting, violence, or other disorderly conduct
- Violation of any other ASCU policy

You are prohibited from engaging in any other conduct not set forth above that could be detrimental to the operations of ASCU. You must avoid any kind of action or behavior that would impair ASCU's operations or reflect adversely upon ASCU or its activities.

Covenant of Right Relations

You must follow the Employee Covenant of Right Relations at work and in all your public communications. Negative public statements on personal social media about All Souls, fellow employees, or congregants will be treated as a break in the covenant.

Termination of Employment

As stated above, employment at All Souls Church, Unitarian is at-will, which means that either you or ASCU may terminate your employment relationship at any time, for any reason, with or without notice.

ASCU requests that you give at least two weeks' written notice of resignation so that ASCU can find a suitable replacement.

Internet Policy

ASCU provides you with Internet access (including e-mail) to facilitate business communications and work-related research. These services are for legitimate business use only. Any electronic information you create, send, forward, receive, or save on ASCU's electronic information systems is the property of ASCU and not your private communication. ASCU reserves the right to view and monitor all such electronic information without notice. In addition, all electronic information on ASCU's system may be retrieved and disclosed at any time for litigation discovery, law enforcement, and other regulatory investigations.

You may use the electronic information system for incidental personal use that does not violate these policies and does not hamper or conflict with the transaction of ASCU's business.

You may not use the electronic information system to create, maintain, or send offensive material. Offensive material refers to any inflammatory material; material with abusive language; sexually, culturally, or racially offensive or insulting material; and obscene, vulgar, or profane material.

You may not use the electronic information system for any business not related to your employment at ASCU, including, but not limited to:

- unrelated commercial activities;
- unauthorized solicitations of any kind;
- partisan political messages;
- transmitting or accessing copyrighted information in a way that violates the copyright;
- downloading or accessing software or data from another source that has not been determined to be free of viruses;
- personal gain;
- chain letters; and
- illegal activities.

You must get prior written authorization from the executive director before introducing any software into ASCU's computer system.

The director of communications and authorized staff members and volunteers may communicate on ASCU's website and social media. You must not represent your personal views/opinions as those of ASCU, including on any social media such as Facebook, Twitter, blogs, or the like. Any violation of this policy may result in disciplinary action up to and including termination of employment.

Use of Church Property

You should keep personal phone calls to a minimum. You may not charge personal long-distance phone calls to ASCU. You are subject to the same building use and grounds use restrictions as church members. When your employment ends, you must return all keys, documents, guides, and correspondence.

Personal Property

ASCU cannot be responsible for damage to or loss of your personal property on church premises. You should report lost items to the executive director so the item can be returned. If you find an item, you should immediately turn it in to the executive director.

Inspection Rights

You may not store unauthorized alcohol, illegal drugs, or drug-related paraphernalia on church premises. All office equipment, including computers, the voicemail system, office furniture, and office space are provided for your business purposes, although reasonable personal use is permitted. ASCU reserves the right to open and inspect any desk, file cabinet, storage closet, storage area, or other item, equipment, or area at any time and without prior notice or consent.

Confidentiality

In the course of your work, you may have access to confidential information about ASCU, other employees, congregants, and friends. In fact, all information obtained on the job is confidential. You may not release, disclose, remove from ASCU's premises, copy, transmit, or in any other way use such information for any purpose outside the scope of your employment, both during your employment and after its termination. You should direct all requests for information concerning past or present employees to the executive director.

Conflicts of Interest

You are expected to avoid conflicts of interest. These are situations where your professional, financial, or personal interests may influence your actions and judgments and interfere with your ability to act in the best interest of ASCU. You must report any potential or actual conflict of interest to the executive director or, if it involves the executive director, to the senior minister.

Outside Employment

You must not engage in any business activity that conflicts with your duties, functions, responsibilities, or performance as an ASCU employee. Activities that may constitute a conflict include but are not limited to using ASCU's time, facilities, equipment, or supplies, or using any title, prestige, or influence that comes with your job for private gain or advantage. You must not engage in any outside business activity that, by its nature, hours, or physical demands, impairs the performance of your duties. If you have a question about whether outside employment violates this policy, consult with the executive director or the senior minister.

Employment of Relatives and Members

Members of your family may be considered for employment; however, relatives may not supervise one another. "Relative" means a spouse, domestic partner, parent, sibling, child, grandparent, or grandchild.

As a general policy, employment with the church is not open to members of the congregation.

Employment Authorization

Federal law requires that you show proof of eligibility to work in the United States when applying for a position. When applicable, you must provide an original document or documents to your supervisor to establish identity and employment eligibility.

Employment Verification

If a prospective employer or other person requests verification of your employment, ASCU will confirm only your dates of employment, your last or present job title, and the fact of your employment. Additional information will only be provided if you provide a written release.

Media Inquiries

All requests for information about ASCU from newspapers, television, and radio media should be directed to the senior minister or executive director.

Safety and Accidents

The safety of employees, as well as members and visitors, is of paramount concern. You are expected to abide by accepted safety standards at all times, including knowing the locations of fire extinguishers, first aid kits, and defibrillators.

ASCU provides storage facilities such as desks, file cabinets, closets, and storage areas for your use; however, ASCU can make no assurances that they will always be secure.

You should immediately report any unsafe condition, equipment, or practice you observe to your supervisor or the executive director. You should immediately report all on-the-job accidents or injuries, no matter how minor, to the executive director. In the event of a fire or other emergency, the fire department and/or police should be called immediately, and everyone should leave the premises.

No Smoking Policy

No smoking is allowed on church premises.

Personnel Guide Acknowledgment Form

I hereby acknowledge that I have received a copy of the Personnel Policy Guide of All Souls Church, Unitarian. I understand that it is my responsibility to read and understand the guide.

I specifically understand and agree that my employment is at-will and for an unspecified period of time and that either ASCU or I may terminate the employment relationship, at any time, with or without reason and with or without notice. I specifically understand that no representations may be made contrary to the foregoing at-will employment policy

I understand that this guide supersedes all previous policies, written or oral, express or implied. I also understand that this guide is neither a contract of employment nor a legal document, and that ASCU reserves discretion to add, change, or rescind any policy, practice, or rule at any time with or without notice.

I understand that my signature below indicates that I have read and understood the above statements and have received a copy of the Personnel Policy Guide, dated January 2019.

Employee Name (Signature)

Employee Name (Print)

Date