

**Personnel Manual**

**For**

**The Unitarian Universalist Church  
Of Nashua, New Hampshire**

Revised  
May 21, 2019

### CHANGE HISTORY

DATE	CHANGE SUMMARY
October 28, 2009	Initial Issue
May 30, 2014	New termination review process, minor revisions to several areas
February 9, 2015	changed all instances of minister/supervisor to minister,
January 29, 2016	Update the complaints section
February 19, 2016	Update section on members as employees; start on vacation
November 14, 2017	Change to Parental Leave
January 11, 2018	Update section on members as employees
May 21, 2019	Changes all instances of minister to minister/executive director Updates to Section 1.2 Applicability Updates to Section 1.3 Administration Updated Section 1.4 with new mission Updated Section 2.4 with reference to new 2.4.1 Added Section 2.4.1 Updates to Section 2.14 Updates to Section 2.17.2.3 to add reference to new 2.4.1 Updates to Section 2.26 to reference Safe Congregation Policy Updates to Section 3.1 to remove table of positions and reference job description Updates to Section 3.2 to remove references to specific positions Updates to Section 3.3 to reflect current procedures Updates to Section 3.4 to reflect current procedures Removed Section 4.1.4 and 4.6 as these benefits are specified in individual letters of agreement

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## **SECTION 1 INTRODUCTION**

### **1.1 STATEMENT OF PURPOSE**

In this manual, the terms “we,” “our,” or “us” are understood to mean the employer (the Unitarian Universalist Church of Nashua, New Hampshire). Likewise, the terms “you” and “your” are understood to mean the employee.

We prepared this Personnel Manual (the “manual”) to more formally state our policies and procedures, and to help you understand them. You should familiarize yourself with the manual as it provides answers to questions you have about your employment.

While we will attempt to apply these policies consistently, we reserve the right to deviate from normal policy in certain situations. If an employment situation develops for which we have no specific written policy, we will present a solution to the situation that is in keeping with the general thrust of this manual, and is consistent with our mission statement quoted below.

From time to time, changes in this manual may become necessary. Therefore, we reserve the right to amend, supplement, or rescind any provisions of this manual as necessary.

Nothing in this manual, or in any other of our written or unwritten policies and practices, creates an express or implied contract, promise, or representation between you and us. This manual is not a contract and can be modified or changed at any time. The relationship between employer and employee is legally defined as “employment at will,” which means that such employment may be terminated without penalty by either party for any reason, with or without notice.

If you have any questions or comments about this manual, or if you need more information, please ask the Minister/Executive Director.

### **1.2 APPLICABILITY**

This manual applies to all full-time, part-time, and hourly employees, except the Minister/Executive Director or where otherwise stated. Some employees may be employed through letters of agreement that take precedence over some provisions of this manual. Certain portions of this manual may apply to the Minister/Executive Director through their explicit reference by the Minister/Executive Director’s letter of agreement or by governing policies enacted by the Board of Trustees.

This manual supersedes all previous written or oral, expressed or implied employment policies. If any provisions of this manual are found to be invalid or unenforceable, the remaining provisions will remain in full force and effect.

### **1.3 ADMINISTRATION**

As head of staff, the Minister/Executive Director holds all administrative responsibilities associated with this manual.

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## **1.4 OUR MISSION**

We are a welcoming community of faith, inspiring lives of wonder, generosity, and courage, serving the world through love in action.

## **SECTION 2 EMPLOYMENT POLICIES AND PRACTICES**

### **2.1 EQUAL EMPLOYMENT OPPORTUNITY**

We affirm our commitment to equal employment opportunity for all individuals, but reserve the right to consider religion as a protected category in relation to the hiring process. We will make decisions about recruiting, training, promotions, compensation, benefits, and all similar employment decisions in compliance with all federal, state, and local laws and without regard to race, color, sex, national origin, age, disability, or any other classification protected by law.

If you have questions about discrimination in the workplace, or believe this policy has been violated, report your concerns immediately to the Minister/Executive Director. Retaliation against individuals who make a claim of discrimination or participate in the investigation of such a claim is prohibited by this policy and will not be tolerated.

### **2.2 SEXUAL HARASSMENT**

Sexual harassment is prohibited and is not tolerated. This policy applies to sexual harassment by members of the same gender as well as opposite genders. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitutes sexual harassment when:

- Submission to the conduct is made either explicitly or implicitly a term or condition of employment; or

- Submission to or rejection of the conduct is used as a factor in employment decisions affecting an individual; or

- The conduct unreasonably interferes with an individual's employment or creates an intimidating, hostile, or offensive employment environment.

Examples of conduct that constitute sexual harassment, depending on the circumstances, include:

- Repeated and unwelcome suggestions regarding, or invitations to, social engagements or social events

- Any indication, expressed or implied, that any aspect of employment conditions 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 that have a sexual connotation

- Inappropriate remarks of a sexual nature

If you believe another employee, or any other person encountered in the course of your employment, has sexually harassed you, report that conduct immediately to the Minister/Executive Director. If the complaint involves the Minister/Executive Director, or if the Minister/Executive Director is unavailable, you should immediately report it to the president or vice-president of the congregation, or to the

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Personnel Team if one is in place.

We investigate every complaint or report of sexual harassment promptly. Although investigations are conducted with sensitivity to confidentiality issues, investigative information is communicated as appropriate to those with a need to know. Appropriate action is taken quickly if the investigation indicates that a violation of this policy has occurred.

Retaliation or reprisal against employees who report sexual harassment claims is prohibited and is not tolerated. Any violation of this policy is a serious matter and will result in disciplinary action, up to and including termination.

### **2.3 HARASSMENT**

We prohibit conduct that shows hostility or an aversion toward you because of your race, color, religion, sex, national origin, age, disability, sexual orientation or any other classification protected by law, and that:

- Has the purpose or effect of creating an intimidating, hostile, or offensive work environment; or
- Has the purpose or effect of unreasonably interfering with your work performance; or
- Otherwise adversely affects your employment opportunities.

Examples of conduct that constitute harassment, depending on the circumstances, include:

- Epithets or slurs
- Threatening or intimidating acts
- Written or graphic material
- Written, verbal or physical acts that purport to be jokes or pranks

If you believe another employee, or any other person encountered in the course of your employment, has harassed you, report that conduct immediately to the Minister/Executive Director. If the complaint involves the Minister/Executive Director, or if the Minister/Executive Director is unavailable, you should immediately report it to the president or vice-president of the congregation, or to the Personnel Team if one is in place.

We investigate every complaint or report of harassment promptly. Although investigations are conducted with sensitivity to confidentiality issues, investigative information is communicated as appropriate to those with a need to know. Appropriate action is taken quickly if the investigation indicates that a violation of this policy has occurred.

Retaliation or reprisal against employees who report harassment claims is prohibited and is not tolerated. Any violation of this policy is a serious matter and will result in disciplinary action, up to and including termination.

### **2.4 RESOLUTION OF EMPLOYEE COMPLAINTS (OTHER THAN SEXUAL AND OTHER HARASSMENT)**

Effective communication is essential for productive working relationships. In all cases of problems and complaints, you are encouraged to discuss problems first with the people directly involved, using the



UUCN's Covenant of Right Relationship as a guide. In the event that individual conversations do not solve the problem satisfactorily, you should follow these procedures.

Here we break problems into three categories that depend on who else is involved. We encourage you to discuss concerns in the order described for each of these categories.

**Problems with committees/teams or congregation members and friends.**

- A. If at all possible, discuss your concern directly with the committee, committee chair, or individual involved.
- B. If individual discussions are unproductive, meet with your supervisor (if different from the Minister/Executive Director) to discuss the problem, applicable rules or policies, and possible resolution.
- C. If discussions with your supervisor do not resolve the problem, meet with the Minister/Executive Director to discuss the problem, applicable rules or policies, and possible resolution.

**Problems with fellow employees who are not your supervisor.**

- A. If at all possible, discuss your concern directly with the employee involved.
- B. If individual discussions are unproductive, meet with your supervisor (if different from the Minister/Executive Director) to discuss the problem, applicable rules or policies, and possible resolution.
- C. If discussions with your supervisor do not resolve the problem, meet with the Minister/Executive Director to discuss the problem, applicable rules or policies, and possible resolution.

**Problems with your supervisor**

- A. If at all possible, discuss your concern directly with your supervisor.
- B. If your supervisor is not the Minister/Executive Director, meet with the Minister/Executive Director to discuss the problem, applicable rules or policies, and possible resolution.
- C. If your supervisor is the Minister/Executive Director and the problem cannot be resolved by discussions with the Minister/Executive Director, you may meet with the president of the congregation to discuss the problem for the purpose of determining if Paragraph 2.4.1 should be invoked..

In all cases, it will be helpful in your discussions to have the issues you are discussing documented with specific problem instances, your opinion of why the occurrence was inappropriate, and your ideas for how the problem should be resolved.

Remember that under Policy Governance, while the Board of Trustees has the final say about many things (subject to the will of the congregation), their role is largely one of setting strategies and setting policies. While an appeal to the president or the board may be appropriate in especially egregious cases, generally discussions with the president or the board should be about failure of executive team members to follow policies or adhere to limitations set by the board, or about suggestions for additional policies or limitations.

It is expected that each person take personal responsibility for promoting attitudes that allow the workplace and these problem-solving procedures to function effectively. Respect for the feelings and

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privacy of each person involved in a complaint generally implies that what is said in any meeting or hearing under these procedures should be held in confidence by those in attendance, although additional persons may be asked to attend. In addition, refraining from discussing a situation known to be the subject of a complaint provides an opportunity for the process to function without the distraction of having to quell rumors.

#### **2.4.1 Conflicts and Disciplinary Issues that Warrant Intercession by the Board of Trustees**

In the special case where grievances, conflicts, or disciplinary measures associated with an employee cannot be satisfactorily resolved through discussions with the Minister/Executive Director, the process described in this paragraph may be initiated at the discretion of either the Minister/Executive Director or the Board of Trustees. These special cases include an employee being terminated, suspended, placed on probation or on a corrective action plan, an employee filing a formal grievance against the Minister/Executive Director, and a conflict arising between an employee and the Minister/Executive Director that has the potential of escalating to a termination, probation, corrective action plan, or formal grievance. In the event of an employee appealing his/her own termination in accordance with paragraph 2.17.2.3, this process is mandatory.

The steps of this process include the following:

1. Each party involved in the issue presents their cases separately to the Board of Trustees or a sub-committee of the Board that has been approved by the Board for this purpose. If documentation pertaining to the case is requested by the Board (or its sub-committee), the requested party shall provide such documentation to the best of its ability.
2. Step 1 may be iterated as many times as the Board (or its sub-committee) deems necessary to resolve the issue. The Board (or its sub-committee) may also request joint discussions with both parties involved.
3. The Board (or its sub-committee) may, at its discretion, investigate claims made by either party, exercising appropriate discretion about issues that they deem to be personal or confidential.
4. The full Board makes a determination on the binding resolution of the issue.

#### **2.5 INTERNET POLICY**

We provide Internet access (including e-mail) to you to assist and facilitate business communications and work-related research. These services are for legitimate business use in the course of assigned duties. All materials, information and software created, transmitted, downloaded or stored on our computer systems are our property and may be accessed only by authorized personnel.

Inappropriate Internet use includes, but is not limited to:

Transmitting obscene, harassing, offensive or unprofessional messages

Accessing, displaying, downloading, or distributing any offensive or inappropriate messages including those containing racial slurs, sexual connotations or offensive comments about race, color, religion, sex, national origin, age, disability or any other classification protected by law

Transmitting any of the Employer's confidential or proprietary information, including member/friend data or other materials covered by the Employer's confidentiality policy.

We reserve the right to monitor your use of the e-mail system or the Internet at any time.

Any software or other material downloaded to our computers may be used only in ways consistent with the licenses and copyrights of the vendors, authors, or owners of the material.

Only authorized staff members may communicate on the Internet on our behalf. You may not express opinions or personal views that could be misconstrued as being those of the church.

## **2.6 MEDIA INQUIRIES**

All requests for information about us from newspapers, television, radio and other media should be directed to the Minister/Executive Director or president of the congregation. An appropriate response to a media inquiry would be, "I'm not the best person to answer that question. May I contact the appropriate person and have that individual get back to you?"

## **2.7 CONFIDENTIALITY**

You may be given access to confidential information, including but not limited to personal information (e.g., names, telephone numbers, addresses, e-mail addresses) about members, friends, or other staff members. Such information must remain confidential and may not be released, removed from our premises or computers, copied, transmitted, or in any other way used for any purpose by you outside the scope of your employment. All requests for information concerning past or present employees received from organizations or individuals should be directed to the Minister/Executive Director.

## **2.8 CONFLICTS OF INTEREST**

You are expected to avoid conflicts of interest, defined as any situation where you might attain personal gain or which could serve as a detriment to us, either monetarily or to our public image, because of the use of information or personal contact that is not generally available except through your employment.

You may not engage in any business or transaction, and shall not have a financial or other personal interest that is incompatible with your employment duties or that would impair your judgment or actions in the performance of your duties for us. If you have questions about whether an activity violates this policy, you should discuss the matter with the Minister/Executive Director.

## **2.9 OUTSIDE EMPLOYMENT**

You may not engage in any outside activity that, by its nature, hours, or physical demands, would impair the performance of your duties; reflect discredit on us; or tend to increase our payments for sick leave, worker's compensation benefits, or long-term disability benefits.

## **2.10 EMPLOYMENT OF RELATIVES AND MEMBERS**

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

## **2.11 HIRING CHURCH MEMBERS**

UU Nashua policy is that we do not hire members of the congregation. The exception to this is for youth staff. Youth in the congregation who are members may be hired to serve in one of our youth staff roles.

This policy does not preclude members from temporarily filling staff roles on an as needed basis.

If any of your family members attend or are members of the congregation, they can not serve on any church board or committee/team that has any sort of supervisory or evaluative role regarding the Minister/Executive Director or any staff members.

## **2.12 PERSONNEL RECORD**

You should keep all personal information in your personnel file up to date. This information is essential for many reasons, including benefits administration, mailing and e-mailing information to you, and contacting friends or family in case of emergency. The Minister/Executive Director and office administrator should be promptly notified of any changes in:

- Address and telephone number
- Marital status (including legal separation)
- Legal change in your name
- Dependents
- Changes in beneficiaries
- Person to notify in case of emergency
- Any relevant changes in licensing or education

## **2.13 INITIAL REVIEW PERIOD**

New employees and employees who are transferred to another position may be required to complete an initial review period of 90 days, which may be shortened or lengthened at our discretion. You will be considered a regular employee at the successful completion of this period. Satisfactory completion of the initial review period does not alter the employment-at-will relationship. You must continue to perform satisfactorily even after the initial review period is completed. There is no guarantee that any job position will continue indefinitely. Any position may be eliminated at any time at our discretion.

## **2.14 PERFORMANCE EVALUATION**

You will receive a written performance evaluation once each year that will be maintained in your permanent personnel file. Factors considered in assessing performance include but are not limited to quality and quantity of work, dependability, attendance and punctuality, effective interpersonal relationships with the congregation, and personal conduct.

The evaluation will be based on your job description and on specific goals that you will participate in creating for each year. The Minister/Executive Director or your supervisor designs and performs the evaluations.

## **2.15 ATTENDANCE AND PUNCTUALITY**

You are expected to be prompt and regular in your attendance at work. The Minister/Executive Director or your supervisor is responsible for monitoring work attendance. The Minister/Executive Director or your supervisor must approve unscheduled absences.

## **2.16 WORK AND DISCIPLINARY GUIDELINES**

### **2.16.1 Inappropriate Behavior**

Job performance and conduct acceptable to the church must be maintained in the work environment. You are responsible for learning the norms of professional performance and behavior that are appropriate to the position. Some examples of behavior considered inappropriate are listed below. These examples are intended only as a guide and are not all-inclusive.

- Absenteeism or tardiness

- Failure to perform assigned work

- Leaving work without permission

- Failure to report absences as required

- Sexual harassment or harassment described in this manual

- The use, possession, or sale, or being under the influence of alcohol or controlled substances (other than those used for bona fide medical purposes) while working or while on our premises (including meal and other breaks)

- Unauthorized possession of weapons

- 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 permitting another person to complete your timecard

- Arrest and conviction for criminal offenses that are job-related, including those that may affect your ability to perform your job

- 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 church property without permission

- Reckless, careless or unauthorized use of our property, equipment or materials

- Improper or profane language

- Violation of any other policy

If you do not demonstrate accepted behaviors or maintain satisfactory performance, your supervisor may warn you of the need for change through counseling, oral reminders and/or written warnings. However, a pattern of increasingly serious disciplinary measures is not necessary prior to any particular

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disciplinary action, including termination. Appropriate types of discipline cannot always be anticipated. The facts and circumstances in each case should be considered in the supervisor's determination of an appropriate form of discipline.

Although progressive discipline is not always required, supervisors are responsible for providing feedback to you and establishing corrective action plans *with you* where necessary. Each problem should be evaluated so that the facts of the situation are known and considered before disciplinary measures are imposed or you are terminated. When disciplinary action is taken it should be corrective rather than punitive and should be appropriate to the offense. The supervisor shall take care to respect the dignity of the employee in all cases.

## **2.16.2 Suspension**

In cases of unsatisfactory performance, you will be given a written notice that you have 30 days in which to improve and sustain improvement or you may be discharged from employment. When there is a need to remove you from the workplace to conduct an investigation (such as an instance where all of the facts are not immediately available), or to protect the health, safety or welfare of others, you may be suspended if, in the judgment of the supervisor, immediate action is required. If you are suspended, you will be asked to surrender all church property, and advised that, effective at the start of the next working day, pay may be suspended until the situation is reviewed and final action is taken. The Minister/Executive Director shall immediately make a full report of the reasons for the suspension to the Board of Trustees.

## **2.17 TERMINATION OF EMPLOYMENT**

### **2.17.1 Voluntary Termination or Resignation**

If you plan to resign, please give us at least two weeks' written notice in order for us to find a suitable replacement. The notice should state the reason for separation and the last active working day. You may be asked to participate in an exit interview.

If you are absent for three consecutive days without notifying the Minister/Executive Director or your supervisor, or fail to report to work on or before the expiration of a leave, you will be deemed to have resigned, consistent with applicable law.

### **2.17.2 Involuntary Termination**

#### **2.17.2.1 Reduction in Job Force or Job Elimination**

If your employment is terminated due to a reduction in the work force or the elimination of your position, you will be given at least one month's advance notice. If you have worked continuously as a regular employee for more than one year, you will be eligible for separation pay equal to two weeks regular pay.

#### **2.17.2.2 Involuntary Termination For Cause**

You will receive a written notice by your supervisor if your work performance is deemed unsatisfactory and you are past the initial review period. You will have 30 days to improve specific work performance

issues and sustain the improvement. You will be asked to sign the notice as acknowledgement of receipt of the warning. Your refusal to sign the warning does not constitute non-receipt. One copy shall be given to you and one copy will be filed in your personnel file. If after the 30-day improvement period you have not made a sustained consistent improvement, you may be discharged from employment.

The requirement for a written warning and a 30 day improvement period may be waived where a termination is for unacceptable behavior as listed in Paragraph 2.16, or illegal behavior. The requirement, however, can also be waived for any non-discriminatory reason deemed to be sufficient in the discretion of the Minister/Executive Director.

The written warning requirement does not apply to employees in an initial review period.

The church is not required to notify you of the decision to terminate prior to the effective date of separation. You will be paid your salary through the effective date. You will not receive separation pay if you are involuntarily separated for reasons other than a reduction in force or job elimination.

### **2.17.2.3 Appeal from Involuntary Termination**

If you feel you have been unfairly terminated and want to appeal, you must file an appeal in writing to the church president, with a copy to the Minister/Executive Director, within 14 days of the termination citing the reasons why you believe the termination was unfair. The Board of Trustees will then invoke the process described in paragraph 2.4.1.

This policy does not apply to those who have been terminated during the initial review period or to employees whose termination is the result of a reduction in force or position elimination.

### **2.17.3 Post-Termination: Voluntary and Involuntary**

If you have six months or more of service, you will be paid for accumulated unused annual leave, up to a maximum of 21 days. No payment for unused sick leave will be made. You are not entitled to payment for accumulated unused annual leave if you have less than six months of service.

Continuing access to participation in health plans is available under circumstances defined by Federal law. You are responsible for taking necessary steps concerning taxes, payroll and pension matters, and for requesting any post-termination benefits.

You must return all keys and other church property.

## **2.18 SAFETY AND ACCIDENTS**

The safety of employees, staff, visitors, and other persons using the facilities is of paramount concern. You are expected to be familiar with and abide by the contents of the safety committee's Safety Manual at all times.

In general, you should know the whereabouts of all fire extinguishers and first aid kits. You should know how to summon city emergency personnel. When an emergency occurs, you should ensure that the facility is completely vacated.

You should report unsafe conditions and procedures to the Minister/Executive Director if you cannot

immediately remedy the situation.

Accident reports are typically required by police, safety personnel, and insurance companies. You should be ready to record all pertinent information as soon after an incident as is practical.

## **2.19 PERSONAL PROPERTY**

We cannot be responsible for damage to or loss of personal property, including loss or damage to vehicles or other property in or on church property. You should report any lost items to the church office so that the item can be returned if it is found. If you find an item, turn it in to the church office immediately.

## **2.20 WORKPLACE THREATS AND VIOLENCE**

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

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

You must inform the Minister/Executive Director of any threatening or violent behavior you have witnessed or experienced when that behavior is job-related or connected to your employment.

## **2.21 REPORTING SUSPECTED CHILD ABUSE AND NEGLECT**

You are required by law to report any suspected incidences of child abuse or neglect. Violation of this policy will result in disciplinary action and possible criminal sanctions.

## **2.22 ACCUSATION OF CHILD ABUSE**

If you are accused of child abuse you will be placed on leave, or given a job that does not require interaction with children. No determination of guilt will be made until the investigation is complete.

## **2.23 PROFESSIONAL BEHAVIOR**

You should maintain a professional attitude and appearance appropriate to your position. Wear your name badge when you are on duty on Sunday.

Personal mail, e-mail, and non-essential telephone calls at work are discouraged.

## **2.24 INSPECTION RIGHTS**

We reserve the right to open and inspect any desk, file cabinet, storage closet or storage area at any time and without prior notice or consent. You may not use personal locks on church-owned desks, cabinets, closets or storage areas.



## **2.25 AUTHORIZATION**

Federal law requires that prospective employees show proof of eligibility to work in the United States in the position for which they are applying. When applicable, you must provide an original document or documents to the Minister/Executive Director establishing identity and employment eligibility from the date employment begins.

## **2.26 SAFE CONGREGATION POLICY**

All employees shall adhere to the church's Safe Congregation Policy and participate in an annual Safe Congregation Training..

## **SECTION 3 WAGE AND HOUR ADMINISTRATION**

### **3.1 EMPLOYMENT CLASSIFICATIONS**

For purposes of determining the applicability of various policies, practices, and benefits, employees are classified by their position and by the hours they work. The classifications are:

- Independent contractor
- Full-time salaried
- Part-time salaried
- Part-time hourly

Independent contractors' pay and benefits are administered through the terms of their contracts.

The full-time salaried classification is defined as 40 hours/week, 52 weeks per year.

The part-time salaried classification includes professional staff that works less than full time. Their compensation is based on the percentage of full time they are expected to work.

The part-time hourly classification includes personnel who are not expected to work the number of hours that would subject them to state and federal overtime laws.

Your employee classification is included in your job description.

### **3.2 HOURS OF WORK**

Your work schedule to perform the required tasks determines the percentage of the "full-time" salary and benefits you may receive (see table in 3.1).

We are a church, not a Monday to Friday business. All staff work is related directly or indirectly to congregational programs and worship activities that may take place at night and on weekends. To the extent that you provide direct leadership or support of such activities, you are expected to be present at such times to fulfill your job responsibilities, or see that they are performed. Indirect support, such as the Sexton resetting the Sanctuary from a Saturday night activity in preparation for Sunday morning worship, will also be sometimes required. All such time is considered a normal workweek and time worked will be paid at your normal rate. There is no overtime.

Your attendance at meetings at the request of the Minister/Executive Director is considered time worked. You are also expected to attend any staff retreats or other off-site activities that may be required as part of your job performance.

You may attend off-site job-related activities to improve skills or to network with similar professionals. At the discretion of the Minister/Executive Director, you may restructure your work time for the following week to account for time spent at the off-site activity.

### **3.3 TIME KEEPING**

All hourly employees must submit a record of your time worked at the end of each week to your supervisor. All non-exempt salaried employees must keep a record of time worked in a format accessible to your supervisor.

### **3.4 PAY AND ADJUSTMENTS**

Generally, pay adjustments are considered for all employees once a year with pay increases appearing in paychecks issued for the first full pay cycle of the new fiscal year (July 1). There is no guarantee of an annual pay adjustment. Pay is based on factors such as individual performance, job responsibilities and other appropriate factors. Salaried employees are generally paid every two weeks. Hourly employees are paid every two weeks or at the pay period following submission of their time sheet.

The church strives to follow the salary recommendations of the UUA.

Wage deductions are reflected on your pay stub. Federal law requires deductions from pay for income tax, Social Security and Medicare. Other deductions may include state and/or local taxes or wage garnishments. Some deductions are optional and are made only if you have authorized them.

You should notify the Administrator promptly of any changes to, or errors in, your deductions. Necessary adjustments usually are reflected in your next paycheck.

## **SECTION 4 EMPLOYEE BENEFITS**

This benefits summary creates no express or implied contract, promise, or representation between you and us. Refer to Para. 3.1 for assistance in determining your eligibility for these benefits. These benefits are subject to change at any time at our discretion. In the event of any discrepancy between the benefits outlined below and the plan itself, the plan will govern. Any questions about employee benefits should be directed to the Minister/Executive Director.

### **4.1 GROUP INSURANCE PROGRAMS**

#### **4.1.1 Health Insurance Benefits**

If you work at least half time (see para. 3.1), you may choose to participate in the Unitarian Universalist Association (UUA) Health Plan. If you elect to participate in the UUA Health Plan, the entire cost of the plan will be deducted from your present salary. For information about the UUA health plan, including how it works, benefits, eligibility, and premiums, go to [www.uua.org/leaders/healthplan/21780.shtml](http://www.uua.org/leaders/healthplan/21780.shtml).

#### **4.1.2 Group Dental, Long-Term Disability, and Life/Accidental Death and Dismemberment Insurance**

If you work at least half time (see para. 3.1), you may choose to participate in the dental insurance, long-term disability, and Live/Accidental Death and Dismemberment insurance through the group plans sponsored by the UUA. If you elect to participate in these plans, the entire cost of each plan will be deducted from your present salary. Further information concerning these policies is available at:

<http://www.uua.org/careers/compensation/group/index.shtml>

#### **4.1.3 Workers' Compensation Insurance**

Our church carries workers' compensation insurance that pays for certain medical expenses and provides partial income protection in the event of illness or injury arising out of or in the course of employment.

You should immediately report all on-the-job injuries or illnesses, regardless of severity, to the Minister/Executive Director or your supervisor. You may be required to provide a physician's statement in order to receive worker's compensation benefits, and/or to return to work.

### **4.2 RETIREMENT BENEFITS**

The Unitarian Universalist Association (UUA) maintains a defined contribution qualified retirement plan to assist employees in accumulating tax-deferred savings for retirement. Under the plan, we contribute a percentage of the employee's wages, and you have the option of making annual voluntary contributions on a pre-tax basis.

You must meet the eligibility requirements summarized below to become a plan participant. A more complete packet of information is available in the church office for review and will be provided to all

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participants. You should review this material carefully and discuss any questions with the Minister/Executive Director, a member of the personnel team if one is in place, or with the appropriate staff members at the UUA.

Pensions are funded with pre-tax dollars within guidelines set by the IRS and agreed to by the UUA, the Plan's trustee and administrator, and TIAA-CREF, the Plan's financial management. Both the UUA and TIAA-CREF are responsible for maintaining those guidelines.

**Eligibility.** Employees of UU congregations who are 18 years of age or older are eligible to participate after one year of employment in which they work 1,000 hours or more.

**Enrollment.** Note that 70% of all eligible employees of a congregation *must* be enrolled in order for *any* employee to be enrolled. Because Children's Winter Garden with White Wing School uses the church's Employer ID Number with the IRS, eligible Children's Winter Garden with White Wing School employees must also be included when determining the percentage of participation.

**Contributions.** Unlike typical 401(k) plans, primary contributions to the UUA Plan are made by the employer/congregations in addition to wages paid. Employer contributions must be the same percentage for each participant. If the employer contributes the equivalent of at least 10%, the employee may make additional contributions up to the total that is within IRS guidelines and may vary yearly.

The packet provided by the Plan administrator (UUA) provides answers to questions regarding withdrawals, loans, and retirement options as well as listing sources of information regarding ever-changing tax and pension law.

Applications and packets are available through the church office.

### **4.3 VACATION**

All salaried employees receive paid vacation time. Hourly employees do not receive paid vacation time.

You will be entitled to use your prorated vacation time after the first day of the seventh month following the date of your employment. Thereafter prorated vacation time may be used as it is accumulated.

Vacation time must be requested in advance and may only be taken with the approval of the Minister/Executive Director or your supervisor.

If you resign with at least two weeks' notice, you will receive payment for the accrued vacation days that have not been used.

Vacation credit may only be accumulated for a maximum of 12 months, calculated from the employee's anniversary date.

Vacation accrual is calculated as follows:

1 work week = assigned number of paid hours worked/week

1 vacation week = assigned number of paid hours worked/week

Example:

Employee A works 10 hours/week and Employee B works 30 hours/week as designated in the job descriptions. One week of paid vacation is 10 hours for Employee A and 30 hours for Employee B.

You will receive paid vacation at your regular rate of pay based on your length of service as shown below.

<b>Length of Service</b>	<b>Accrued Vacation Time Per Year</b>
1 through 3 years	Two weeks
4 through 9 years	Three weeks
10 or more years	Four weeks

#### **4.4 HOLIDAYS**

The following paid holidays are observed each year:

- Martin Luther King Day
- Presidents Day
- Memorial Day
- Fourth of July
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Day
- New Year's Day

The church offices may be closed between Christmas and New Year's Day at the discretion of the Minister/Executive Director. The church staff is expected to ensure that their work gets done (i.e., phone calls get returned, programs are planned as necessary, etc.); it is a work week, not time off.

If you are required to work on an observed holiday, you generally will be granted a different day off.

In the case of a long holiday weekend, Sunday is not considered a holiday and you may only take the day off at the discretion of the Minister/Executive Director.

#### **4.4.1 Personal Time**

You may request personal time off for critical personal and family matters such as house moving, family crises, funerals or memorial services for family or close friends, teacher conferences, preparation for one's wedding, or religious observances. Medical or dental appointments that are known in advance are counted as personal time not sick time, unless you are being treated for a chronic or serious illness, in which case medical appointments may be counted as sick time. Time off for emergency medical appointments is considered sick time. Personal time off is not to be taken for "mental health days."

You are eligible for 3 days, prorated, of personal time off per calendar year. You are credited these hours on January 1st each year. For example, an employee regularly scheduled to work 20 hours per week would be credited with personal time off proportionate to his/her regularly scheduled employment hours, or 12 hours per year (4 hours/day x 3 days). New employees are credited with personal time off on a prorated basis from the first day of the month that they begin employment.

Personal time off must be approved in advance by the Minister/Executive Director. If the Minister/Executive Director determines the reason does not qualify as personal time off, he or she may grant the employee vacation time, if available, or time without pay, depending on the work needs of the department.

#### **4.4.2 Flexible Time Off**

In addition to the Hours of Work requirements of paragraph 3.2, you may be asked to work beyond your normal allocated hours of work per week to handle unplanned or emergency work requirements. The Minister/Executive Director or your supervisor may choose to grant you Flexible Time Off equal to the extra hours you worked for special projects, or during normally scheduled off time.

All Flexible Time Off earned must be taken in the three month (90 day) period following the end of the workweek during which the Flexible Time Off was earned. You cannot accrue more than 40 hours of Flexible Time Off without express permission of the Minister/Executive Director or your supervisor.

You must request the use of accrued Flexible Time Off from the Minister/Executive Director or your supervisor and it must be granted within a reasonable period after making the request. The Minister/Executive Director or your supervisor may delay or deny the request if its use will "unduly disrupt" the operation of the church. You may also be required to take Flexible Time Off in order to manage the accrual limitations.

Unused Flexible Time Off will not be paid out upon termination of employment.

#### **4.5 LEAVES OF ABSENCE**

Leaves of absence should be requested in advance in writing and require the approval of the Minister/Executive Director. The exact nature of the leave and its anticipated length must be included in the written request. If you are unable to return as expected, you should notify the Minister/Executive Director in a timely manner.

#### **4.5.1 Medical Leave With Pay**

All full-time employees accrue one day of paid medical leave for every month worked, up to a maximum of 10 days per calendar year. One year's worth (10 days) of medical leave may be carried forward into the following year. Part-time employees who work more than 20 hours per week accrue medical leave at a rate proportional to the full-time employee. For example, a half-time employee (20 hours per week) would accrue sick time at the rate of one day for every two months worked.

You should use sick leave with pay when you are unable to work due to your own illness, injury or other medical condition. It can also be used to care for family members or for routine dental or medical appointments. Sick leave with pay can be used on an hourly basis, e.g., 1.5 hours of sick time for a dental appointment can be used to replace 1.5 hours of work time.

Notify the Minister/Executive Director or your supervisor as soon as you can if you are ill and unable to come to work. After five days, you may be required to provide a physician's statement regarding your medical condition and reasons for being unable to work. We reserve the right to request that employees who are repeatedly absent for illness or injury be examined by a physician of our choice at our expense.

#### **4.5.2 Medical Leave Without Pay**

Unpaid medical leave may be granted in instances where your medical condition requires an absence from work for more time than the amount of available unpaid medical. This leave requires the approval of the Minister/Executive Director. Sufficient evidence, such as an authorization to speak with the treating physician, is required for a medical leave. The maximum unpaid medical leave time that can be granted is three months or until a physician releases the employee to return to work, whichever is shorter. We also reserve the right to request a second opinion from a physician chosen by us regarding any medical leave.

#### **4.5.3 Personal Leave Without Pay**

If you have been employed either full- or part-time for at least one year, you may be given unpaid personal leave of five days per year, which must be approved in advance by the Minister/Executive Director or your supervisor. Personal leave time cannot be carried into the next year.

#### **4.5.4 Military Leave Without Pay**

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 an unpaid leave of absence in accordance with state or federal laws. Requests for military leave of absence must be made in writing and should include verification of the duty call from a military authority.

You may choose to use accumulated vacation time for all or part of the period of military service. Leaves of absence in excess of available vacation time will be without pay. In accordance with applicable law, eligible employees (see Para. 3.1) will be reinstated to the same job upon returning from an authorized military leave of absence.



#### **4.5.5 Funeral Or Bereavement Leave With Pay**

Full- and part-time employees are eligible for a leave of absence for up to three days with pay for the death of an immediate family member. The number of paid days off will be determined, based on the circumstances, by the Minister/Executive Director or your supervisor.

#### **4.5.6 Jury Duty Leave With Pay**

Full- and part-time employees called for jury duty will still receive regular pay for up to 20 working days. Any day you are released early from jury duty, you should appear for work.

#### **4.5.7 Parental Leave With Pay**

Full- and part-time employees who become parents are eligible for a paid leave of absence of up to 12 weeks, and an additional 4 weeks unpaid. This leave must begin within 12 weeks of becoming a parent.

#### **4.6 WEATHER CLOSING**

The church offices will be closed when the Nashua schools are closed for reasons of weather.

The church staff is expected to ensure that their work gets done (i.e., phone calls get returned); it is not considered paid time off. Employees will use their best judgement regarding whether to come in or not for times when the Nashua schools are not in session.

**ATTACHMENT A**  
**PERSONNEL MANUAL ACKNOWLEDGMENT FORM**

*This page should be signed by the employee and placed in the employee's personnel file.*

I, \_\_\_\_\_, hereby acknowledge that I have received a copy of the Personnel Policy Manual of May 21, 2019. I understand that it is my responsibility to read the manual and to comply with the policies, practices and rules of the employer.

\_\_\_\_\_  
Employee Name (Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Signature