



EPISCOPAL CHURCH IN CONNECTICUT  
PARTICIPATING IN GOD'S MISSION

# **Human Resources Policies and Practices**

A Manual for the Employees of  
St. James' Episcopal Church

2018



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## SECTION 1 – WORKPLACE VALUES

### ENGAGING IN GOD'S MISSION

#### 1-1.1 EXPECTATIONS

Employees of St. James', all according to assigned responsibilities and personal talents, serve God's mission of restoration and reconciliation in St. James' and beyond. In various roles each member seeks to promote the right ordering of relationships by fostering the principles of personal dignity, justice, accountability and participation. Through these principles St. James' staff seeks to promote both the dignity of the individual and the overarching common good entrusted to us in God's mission in the World. Believing in the call to participate in God's mission to restore all people to unity with God and each other in Christ, St. James' seeks to provide employment environments that offer:

- Fair pay and benefits
- Written employment policies
- A safe workplace in compliance with the law
- A workplace free of harassment and violence
- Performance appraisals based on established goals and written job descriptions
- Training and development

As an employer, St. James' expects from each employee:

- Teamwork
- Performance to fullest potential
- Observance of the law and our workplace values
- A commitment to quality
- Honesty, truthfulness and integrity
- Support of the mission of the organization

#### 1-1.2 LAY AND ORDAINED LEADERS WORKING TOGETHER

St. James' staff is composed of lay and ordained employees working together. This Manual recognizes that some policies and practices vary among different classes of employees, i.e., clergy and lay personnel. Where such distinctions are required by law, or are otherwise clear, separate sections are provided by class of employee. In other sections, the Manual specifically notes such differences individually.

#### 1-1.3 USE OF THIS MANUAL

- This Manual provides direction for St. James' employees with respect to Human Resources policies and practices. Questions are to be raised with your immediate supervisor.
- St. James' reserves the right to change these policies and practices at any time in its sole discretion without prior notice.
- This Manual supersedes any and all previous personnel policies manuals, and any other St. James' policies and practices, whether written or oral, concerning topics covered in this Manual.

#### 1-1.4 EMPLOYMENT AT WILL

The relationship between all employees is referred to as "employment at will." This means that an employee's employment can be terminated at any time, for any reason, with or without cause, with or without notice, by the employee or St. James'. No manager, supervisor, or employee of St. James' has authority to enter into any agreement contrary to the foregoing "employment at will" relationship. Only the Bishop has the authority to make such agreement, and then only in writing. Nothing contained in this Manual creates an express or implied contract of employment.

The statements in this Manual do not create any type of contractual relationship between St. James' and employees.

## 1-2 GENERAL POLICIES RE: EMPLOYMENT AND WORK ENVIRONMENT

### 1-2.1 EQUAL EMPLOYMENT OPPORTUNITY POLICY

St. James' adheres to this Equal Employment Opportunity Policy adopted by Diocesan Convention:

"It is the policy of the Episcopal Diocese of Connecticut to provide equal employment and volunteer service opportunities to all persons without regard to race, color, age, sex, religion, sexual orientation, marital status, or those who have AIDS, AIDS related Complex (ARC), or who test positive for the HIV antibody, national origin or ancestry, qualified handicapped or veteran status; in all employment matters, including hiring, training, compensation, promotions, transfers, terminations, or retirement practices; except with respect to those bona fide instances which require active Episcopal Church membership. Further this policy shall apply, as appropriate, to appointments to all Boards and Commissions."

### 1-2.2 HARASSMENT

#### 1-2.2.A OVERVIEW

All St. James' employees have the right to be treated with respect and dignity. St. James' supports employees' right to work in an environment free from unlawful discrimination, including the freedom from sexual harassment. It is St. James' policy that no employee nor contractor, vendor or volunteer, may harass another. Additionally, harassment is illegal when it is based on age, color, disability, gender, national origin, race, religion, ancestry, sexual orientation, or any other legally protected class.

#### 1-2.2 B SEXUAL HARASSMENT

Sexual Harassment is defined as:

*Any unwelcome sexual advances or requests for sexual favors or other conduct of a sexual nature when:*

- a) *submission to such conduct is made either explicitly or implicitly a term or condition of employment or as a basis for employment decisions, or*
- b) *such requests or conduct have the purpose or effect of substantially interfering with an individual's work performance by creating an intimidating, hostile, humiliating or offensive work environment.*

Conduct constituting sexual harassment may be verbal, visual/non-verbal, physical, or other forms of behavior. See Appendix A for specific examples of sexual harassment. The behavior of individuals engaging in such conduct, or supervisors or decision-makers, who knowingly allow such behavior to continue, will not be tolerated.

#### 1-2.2 C REPORTING SEXUAL HARASSMENT

All allegations of sexual harassment shall be placed in writing and referred to the Canon who will shepherd the matter through the Grievance Procedure. Reports of sexual harassment will be immediately investigated and, to the extent possible, treated as confidential. Retaliation against anyone who in good faith reports an incident of alleged sexual harassment or who cooperates with an investigation will not be tolerated.

#### 1-2.2 D OTHER FORMS OF HARASSMENT

Harassment other than sexual harassment is defined as:

*Conduct that denigrates or shows hostility or aversion toward an individual because of his or her protected status, or that of his or her relatives, friends, or associates, and that (a) has the purpose or effect of creating an intimidating, hostile, or offensive working environment; (2) has the purpose or effect of unreasonably interfering with an individual's work performance; or (3) otherwise adversely affects an individual's employment opportunities.*

All allegations of harassment other than sexual harassment shall be referred to an employee's immediate supervisor. If the immediate supervisor is the subject of the allegations, then these allegations shall be referred to the Canon.

### **1-2.2 E CONSEQUENCES OF HARASSMENT**

If an individual is found to have violated this policy, he or she will be subject to disciplinary action, including, where appropriate, suspension or dismissal.

Additionally, ordained employees may be subject to Ecclesiastical Discipline pursuant to Title IV of the Canons of The Episcopal Church. If the misconduct involves a third party, such as a volunteer or vendor, that third party may be barred from St. James' property.

### **1-2.3 POLICY AGAINST VIOLENCE**

This policy strictly prohibits violent behavior or the threat of violent behavior in the workplace or during a work-related function. Such behavior can include, but is not limited to, any action, word or object that has the effect of hurting or intimidating another person directly or indirectly. Employee behavior that threatens the safety of other employees, consultants, volunteers, clergy, parishioners, or others who may be in the workplace will not be tolerated. Such behavior warrants disciplinary action, up to and including dismissal. This policy against workplace violence applies to all employees.

Behavior prohibited under this policy includes, but is not limited to:

- Repeated hang-up telephone calls at work
- Threat of a physical act or verbal abuse
- Stalking or following another person in the workplace or to and from their place of employment
- Blocking a path for the purpose of intimidation
- Any part of physical contact that is intended, or does result in injury;
- Bringing any type of weapon into the workplace
- Joking about bringing a weapon to or using violence in the workplace

The Bishop will promptly investigate all such complaints and take appropriate action. The Bishop may engage the Canon and Advisory Committee.

Employee reports will remain confidential to the extent possible, and St. James' will not tolerate any form of retaliation against an employee for making a good faith report.

### **1-2.4 WEAPONS PROHIBITED IN THE WORKPLACE**

St. James' bans weapons, including but not limited to firearms, on its workplace property to protect the health and safety of everyone in the workplace, to maintain a climate of respect and cooperation among employees, and to protect property. Therefore, it is against St. James' policy to use or possess weapons, concealed or otherwise, in the workplace or during a work-related function. This ban does not apply to law enforcement professionals serving in their professional capacity.

### **1-2.5 DRUG-AND-ALCOHOL FREE ENVIRONMENT**

St. James' provides a drug-and-alcohol free, healthful, safe and secure work environment. The use of controlled substances and alcohol by employees constitutes a serious threat to the health and safety of the workplace. For these reasons, St. James' has established the following policy:

**Prohibited Acts include:**

- The unlawful or unauthorized manufacture, distribution, sale, dispensation, possession or use of a controlled substance or alcohol by employees are strictly prohibited on St. James' property during regular working hours.
- No employee shall work, report to work or be present on St. James' property, during working hours, or while engaged in St. James' activities, while impaired by a controlled substance, alcohol or any substance which could compromise job performance or safety.
- Violations of these rules will result in discipline, up to and including immediate termination of employment.

If an employee is using prescription drugs or over-the-counter medications, he/she is responsible for using them only as legally prescribed and is expected to be aware of any potential effects of such drugs that could compromise job performance or safety. The employee is responsible for reporting any potential side effects to his/her supervisor before reporting to work.

If, upon reasonable suspicion, St. James' believes an employee may be under the influence of alcohol or controlled substances on the job or that the employee is currently engaging in the illegal use of controlled substances or alcohol which could compromise job performance or safety, St. James' may require the employee to submit to a drug and/or alcohol test. A refusal to submit to a drug test alcohol test, and/or a positive test result will result in discipline, up to and including immediate termination of employment.

**1-2.6 SMOKE-FREE ENVIRONMENT**

The Commons of St. James' is a nonsmoking environment. Smoking is allowed outside the building only and at a respectful distance from all entrances and pedestrian traffic area. Smoking refuse must be disposed of properly.

**SECTION 2 – PROFESSIONAL STANDARDS**

**2-1 TRAINING AND CONTINUING EDUCATION**

In the process of Annual Reviews and setting of goals, all employees are encouraged to identify areas of continuing education/staff training needed to:

- Enhance ability to perform functions of current job,
- and/or -
- Develop professional abilities beyond the current job demands that will also enhance the capacity to perform the current job. (This could include course work needed to complete an educational goal or degree.)

Generally, funding for staff training is provided by St. James'. These funds are to be used to enhance job related work skills. Accessing these funds is dependent on supervisor approval and availability.

**2-2 INFORMATION AND TELECOMMUNICATIONS SYSTEMS (ITS)**

St. James' recognizes the benefit of the organization's computer network, internet and email, and encourages its use by employees where appropriate. St. James' is committed to having its Information and Telecommunication Systems (ITS) used in a responsible, efficient, ethical, and legal manner and to safeguard its information assets. At the same time, St. James' is committed to making certain that, to the extent possible, confidential information shared in a pastoral or similar communication is kept confidential.

St. James' ITS includes, but is not limited to, computers, networks, internet access, email accounts, telephone, voice mail, St. James' issued or owned cellular phones, PDA, Blackberry, smartphone-like devices or any other means of communication known or hereafter developed.

### **2-2.1 USE CONSTITUTES CONSENT**

Use of St. James' ITS constitutes consent by the user to all terms and conditions in this Manual. All questions are to be raised with your immediate supervisor.

Violation of the terms may result in disciplinary action, including loss of the privilege to use the St. James' ITS systems and/or immediate termination from employment. In some situations, violations of the terms of the Manual may subject employees to civil and criminal liability.

### **2-2.2 CONFIDENTIAL AND/OR PROPRIETARY INFORMATION**

All data on the St. James' ITS is classified as confidential and/or proprietary information.

### **2-2.3 UNAUTHORIZED USE, DESTRUCTION AND MODIFICATION PROHIBITED**

Unauthorized use, destruction and/or modification of the St. James' ITS is strictly prohibited.

### **2-2.4 DISCLAIMER**

The internet includes a worldwide network of computers that contains millions of pages of information. Users are cautioned that many of these pages include offensive, sexually explicit, and inappropriate material. In general, it is difficult to avoid at least some contact with this material while using the internet. Even innocuous search requests may lead to sites with highly offensive content. Additionally, having an email address on the internet may lead to receipt of unsolicited email containing offensive content. Users accessing the internet do so at their own risk and St. James' is not responsible for material viewed or downloaded by users from the internet or for material viewed by employees on other users' terminals.

### **2-2.5 PERSONAL USE OF ITS**

Personal use of the St. James' ITS is permitted if such use is occasional, limited and does not:

- Interfere with the employee's job performance;
- Violate any other St. James' policy, provision, guideline or standard;
- Interfere with St. James' operation of its information technologies or compromise or interfere with the security or integrity of the St. James' computer system;
- Interfere or disrupt the work of other employees.

Personal use of the computer is a privilege that may be revoked at any time. Users are always responsible for the professional, ethical and lawful use of the computer system.

### **2-2.6 DUTY NOT TO DAMAGE**

All Employees have a duty not to damage or waste the St. James' ITS. In fulfilling this duty employees must:

- Appropriately access the internet. To ensure security and avoid the spread of viruses, users accessing the internet through a computer or other device attached to St. James' network must do so through an approved internet firewall or other security device. Bypassing St. James' computer network security by accessing the internet directly by modem or other means is strictly prohibited unless the computer you are using is not connected to the St. James' network.

- Comply with virus detection. Files obtained from sources outside the organization, including flash drives brought from home, files downloaded from the internet, newsgroups, bulletin boards, or other online services, files attached to email, and files provided by customers or vendors, may contain dangerous computer viruses that may damage the St. James' computer network. Users should never download files from the internet, accept email attachments from outsiders, or use flash drives from non-St. James' sources, without first scanning the material with the organization-approved virus checking software.

### **2-2.7 NO EXPECTATION OF PRIVACY AND MONITORING USAGE**

St. James' ITS and all information contained therein are St. James' property. Information created, sent, received, accessed or stored using these systems is the property of St. James'.

Employees should have no expectation of privacy in anything they create, store, send or receive using the St. James' ITS. This includes, but is not limited to documents, voice mail, email, text messages, posting, whether of a business or personal nature.

St. James' reserves the right to monitor any and all aspects of its ITS to the extent permitted by law. This includes monitoring content, as well as any and all use by employees. All use of St. James' ITS is subject to viewing, downloading, inspection, release, and archiving by St. James' officials at all times. St. James' has the right to inspect any and all files stored in private areas of the network or on individual computers or storage media in order to assure compliance with St. James' policies and state and federal laws. St. James' will comply with reasonable requests from law enforcement and regulatory agencies for logs, diaries, archives, or files on individual internet activities, email use, and/or computer use.

Employees who wish to maintain their right to confidentiality must send or receive such information using some means other than St. James' systems or St. James' provided internet access.

### **2-2.8 BLOCKING OF INAPPROPRIATE CONTENT**

St. James' has the right to utilize software that makes it possible to identify and block access to Internet sites containing sexually explicit or other material deemed inappropriate in the workplace.

### **2-2.9 SECURITY AND PASSWORDS**

Individual passwords and access codes must be kept strictly confidential. No employee should give a username, password or access code to another person, unless instructed to do so by a supervisor, in which case the employee must immediately provide the requested information. Employees must log off any secure, controlled-access computer or electronic device, when you leave such computer or device unattended.

Any attempt to circumvent St. James' security procedures is prohibited.

### **2-2.10 COPYRIGHTED MATERIALS**

Employees may not agree to a license or download any material for which there is a registration fee without prior express permission from your supervisor.

### **2-2.11 ELECTRONIC COMMUNICATION**

Electronic communications enhance the exchange of information and support the functions and pastoral activities of St. James'. Use of electronic communication also raises questions concerning responsibility and privacy. When communicating electronically, St. James' requires adherence to the organization's professional standards and a commitment to excellence. No communication by email should contain foul or abusive language or be used to transmit objectionable, lewd or pornographic material. This applies to all forms of electronic communication including, but not limited to, email, text messages, Facebook, Twitter and other forms of "social networking." Abuse infringes on personal productivity and may also create legal risks and liabilities.

All electronic communications should be job- related, to the point, and professional in tone and content. Employees should exercise sound judgment and common sense when distributing email messages and ensure that the correct email address is used for the intended recipient(s).

#### **2-2.12 RECOMMENDED ETIQUETTE FOR EMAIL AND ELECTRONIC COMMUNICATIONS**

**The following is recommended etiquette for all email and electronic communications:**

- Check the in-boxes of all forms of communication regularly.
- Keep messages short and to the point.
- Be professional and careful regarding what you say about others.
- If you receive a communication that is angry, critical or reflects hurt feelings, consider responding with a phone call, a hand-written note, or, in certain circumstances, with silence, rather than the form in which the message was received. When the right course of action is not clear, consult with a supervisor or colleague.
- Make sure appropriate persons are copied on communications.
- As a general rule, do not forward messages without the authorization of the sender, unless sending the message to a more appropriate recipient with an explanation both to the new recipient and the sender.
- Do not treat electronic communications as confidential; they are neither secure nor private.

#### **2-2.13 USE OF SOCIAL MEDIA**

Responsible use of social media can further God's mission by sharing information, building community and creating online collaborations. Social media includes, but is not limited to, social networking sites such as Twitter, Facebook, Instagram, Snap Chat, LinkedIn and YouTube.

When using social media employees should:

- Maintain appropriate professional boundaries with youth, clergy and colleagues in accordance with Diocesan Recommended Norms of Digital Communications, available on the ECCT website;
- Comply with St. James' policies concerning confidentiality. If an employee is unsure regarding the confidential nature of information that they are considering posting, the employee should consult with their immediate supervisor;
- Use appropriately respectful speech in their social media posts.

When using social media employees should NOT:

- Use St. James' logos or shield in their personal posts;
- Use harassing, defamatory, abusive, discriminatory, threatening or other inappropriate language;
- Use St. James' social media communications for private financial gain, political, commercial, advertisement or solicitations purpose;
- Use St. James' sponsored social media communications in a manner that misrepresents personal views as those of St. James', or in a manner that could be construed as such.

Failure to follow these Recommended Norms of Digital Communications may result in disciplinary action including termination of employment.

## **SECTION 3 – THE WORK DAY**

### **3-1 EMPLOYEE CLASSIFICATIONS**

#### **3-1.1 REGULAR EMPLOYEES**

Regular Employees work at least 20 hours per week on a regular basis.

#### **3-1.2 TEMPORARY AND PART-TIME EMPLOYEES**

Temporary and Part-Time Employees work fewer than 20 hours per week, or fewer than 3 months per year, are not considered regular employees and are not eligible for any but the statutory benefits (e.g., Social Security). All sections of the Manual apply to Temporary and Part-Time employees except the sections on vacation/personal time, other leaves, benefits, and retirement.

#### **3-1.3 EXEMPT AND NON-EXEMPT EMPLOYEES**

In addition to the above classifications, employees are categorized as either "exempt" or "nonexempt" for purposes of federal and state wage and hour laws. Employees classified as exempt do not receive overtime pay; they generally receive the same weekly salary regardless of hours worked. Such salary may be paid less frequently than weekly. The employee will be informed of these classifications upon hire and informed of any subsequent changes to the classifications.

### **3-2 HOURS OF WORK**

#### **3-2.1 FLEXIBLE WORK SCHEDULES**

St. James' is committed to helping employees face the demands of juggling work, family, and life-related issues by offering a flexible approach to work arrangements. This provides employees increased flexibility in their work schedule while allowing St. James' to maintain a progressive and productive work environment.

#### **3-2.2 CLOSING AFTER CERTAIN HOLIDAYS**

St. James' closes the week after Christmas (until the day after New Years' Day), and the Monday and Tuesday after Easter.

#### **3-2.3 EMERGENCY CLOSINGS AND LATE OPENINGS**

Extreme conditions, such as severe weather, power outages, or other unforeseen emergencies, may necessitate an emergency office closing or late opening. This decision is made by the Rector. An emergency closing or late opening decision will be made as soon as possible. Employees should check their text messages, email and can call the voice mail of the Rector for an emergency closing message.

#### **3-2.4 TIME RECORDS AND TIME SHEETS**

In accordance with law, a record of actual hours worked each day as well as time taken off for allowable benefits such as sick days, vacation/personal time, etc. will be kept by each non-exempt employee and failure to do so could result in disciplinary action. Time sheets must be reviewed and signed by the employee's immediate supervisor on a bi-weekly basis.

### **3-2.5 BREASTFEEDING**

St. James' will provide a reasonable amount of time each day to an employee who needs to express breast milk for her infant child and provide accommodations where an employee can express her milk in private.

## **3-3 PAY PERIODS**

### **3-3.1 PAY DATES**

Compensation is paid bi-weekly. Direct deposit is required.

### **3-3.2 PAYCHECK DEDUCTIONS**

Deductions for Federal and State Income Tax are withheld from pay checks according to instructions given by employees on W-4 forms. FICA (Social Security) deductions are withheld at the current rate for all lay employees and matched by the employer. For ordained employees, an allowance for Social Security is provided according to the rate established by Convention. Other deductions, such as Tax Sheltered Annuities, Individual Retirement Accounts, Flexible Spending Account for Medical and Dependent Care expense may be arranged through the Benefits Administrator.

### **3-3.3 FINAL PAYCHECK**

Employees who terminate employment with St. James' will be given their final pay check as per Connecticut Department of Labor Wage and Workplace Standards on the next payday. Employees who have been terminated by St. James' will receive their final pay the following business day.

## **SECTION 4 – TIME AWAY FROM WORK**

### **4-1 OVERVIEW**

St. James' urges all employees to attend to interests, concerns, joys and responsibilities beyond those encompassed in their roles as St. James' employees. To facilitate this, St. James' provides various types of leaves from work. Some are paid, some are unpaid. Unless otherwise noted, all types of leaves may be taken in one hour increments.

### **4-2 VACATION/PERSONAL TIME**

All eligible employees are encouraged to take vacation/personal time away from their St. James' responsibilities on an annual basis. All regular employees (those who work at least 20 hours per week on a regular basis) are entitled to paid vacation/personal time. Vacation/personal time is prorated by FTE (Full Time Equivalent) for employees who work 20 hours or more per week and less than full time. Vacations may be taken at any time during the year that is agreeable to the employee and his/her immediate supervisor. Before approving vacation requests, all supervisors should ensure that there is adequate coverage to maintain the functioning of the Church.

Vacations may not be waived and double salary drawn for the vacation period. Normally vacation time may not be carried over to the next year and unused vacation/personal time will not be paid out at the end of the calendar year. In extreme circumstances, an employee may carry over some vacation time with prior written approval by the employee's immediate supervisor or other authorized person. All employees are encouraged to take off at least one week of five consecutive business days of vacation at some point each year. Scheduled holidays do not count as vacation days.

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Vacation/personal time does not count as hours worked for overtime purposes. Accrued, but unused, vacation/personal time will not be paid out upon termination of employment, except as set forth below in Section 9.

### **4-2.1 VACATION ACCRUAL: NON-EXEMPT EMPLOYEES**

Non-Exempt employees accrue vacation/personal time on a bi-weekly basis in accordance with each pay period. With prior written approval by the immediate supervisor, non-exempt employees may use vacation time before accrual not exceeding that which would be accrued during a twelve month period. Non-exempt employees hired during the course of the year earn prorated vacation during their first calendar year. Non-exempt staff members accrue vacation time as follows:

- 15 days of vacation/personal time per calendar year if they have been employed by St. James' for less than 3 years on the anniversary date of employment.
- 17 days of vacation/personal time if they have been employed by St. James' between three to five years on the anniversary date of employment.
- 22 days of vacation/personal time if they have been employed by St. James' five or more years as of the anniversary date of employment.

Adjustments in the amount of vacation/personal time accrued are made on the first of the month in which the anniversary date of hire falls.

### **4-2.2 VACATION ACCRUAL: EXEMPT EMPLOYEES**

Full Time Exempt employees serving full time receive five calendar weeks (25 work days) of paid vacation per year irrespective of length of service on St. James' staff. All other Exempt employees receive vacation based on an accrual rate stated in their Letter of Employment.

## **4-3 HOLIDAYS**

The Church is closed on the following days:

- New Year's Day
- Martin Luther King Jr.'s Birthday
- President's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day (federal)
- Thanksgiving Day and Day After (in lieu of Veteran's Day)
- Christmas Day

If the holiday falls on a Sunday, it is observed on the following Monday. If the holiday falls on a Saturday, it is observed on the preceding Friday.

When day of Holiday Observance falls on a part-time employee's scheduled day off and employee does not work this day the employee is not paid for the holiday.

Part-time employees are paid for a holiday only if the holiday falls in the employee's normal work schedule or according to their LOE.

If a regular non-exempt employee works on the Holiday or day of Holiday Observance the employee will get paid time and a half.

Holidays do not count as hours worked for overtime purposes.

#### **4-4 SICK TIME**

All employees who are sick or injured are encouraged to rest and recuperate before returning to work for their own wellbeing and that of their coworkers. All exempt and non-exempt full time employees may take up to 80 hours of leave at 100% pay for illness or injury. Paid sick time can be used in one-hour increments.

Unused sick time may be carried over each year to a maximum of 240 hours. Accrual and carryover of sick leave is prorated by FTE for exempt and non-exempt regular employees. Unused sick time will not be paid out during employment or upon termination of employment.

Sick leave is defined as absence due to: the employee's own illness or injury, or for medical treatment or preventative care for the employee; or the illness or injury of the employee's spouse or child, or for medical treatment or preventative care for the employee's spouse or child, grandchildren, mother or father.

A supervisor may require documentation of an illness or injury for which an employee wishes to use sick time.

Advanced notice of this leave should be given to the employee's supervisor.

Sick time does not count as hours worked for overtime purposes.

#### **4-5 NATIONAL GUARD AND MILITARY RESERVE LEAVE**

Any employee who serves in the National Guard or Military Reserve may leave work to attend mandatory exercises or meetings that occur during the employee's regularly scheduled hours of work. This leave will not reduce vacation time. St. James' may require documentation of such mandatory attendance for which up to two weeks' pay will be provided.

#### **4-6 ACTIVE MILITARY LEAVE**

Leave without pay will be granted for the purpose of fulfilling activity duty military requirements.

#### **4-7 FAMILY VIOLENCE LEAVE**

Family violence leave is available to an employee who is the victim of family violence and needs time to seek medical care, counseling, victim services, relocate due to family violence, or participate in civil or criminal court proceedings. Family violence leave can be taken for up to 12 days per calendar year.

Family violence leave is unpaid. An employee could choose to use available vacation/personal time or sick time to be compensated for this time away from work.

If the need to take family violence leave is foreseeable, the employee should give prior notice to his/her supervisor.

#### **4-8 PARENTAL LEAVE**

Parental leave is for the purpose or issues related to parenting. Twelve weeks of paid parental leave is available to regular employees after twelve months of employment following the birth or adoption of a child. Leave benefits for regular employees working over 20 hours and less than full time are pro-rated based on FTE.

The twelve weeks shall be taken consecutively. Employees who wish to use this time are expected to provide their supervisor with reasonable advance notice. If the supervisor determines that scheduling leave as requested is a major problem, an alternative proposal shall be developed to meet the work requirements of St. James'. However, eligibility for such leave ends twelve months after the birth or adoption.

## **4-9 FAMILY LEAVE**

### **4-9.1 PURPOSE**

Family Leave is available for one or more of the following reasons:

- To care for a spouse, offspring, or parent, if the spouse, offspring or parent has a serious health condition
- Because of a serious health condition of the employee
- To serve as an organ or bone marrow donor.

### **4-9.2 ELIGIBILITY & DURATION**

Sixteen weeks of Family Leave is available to regular employees after twelve months of employment during any 24 month period.

Leave benefits for regular employees working over 20 hours and less than full time are prorated based on FTE.

### **4-9.3 PAY & BENEFITS**

Family Leave is unpaid. St. James' requires an employee to substitute any accrued vacation/personal or sick time.

### **4-9.4 FORESEEABILITY**

If the need for medical treatment is planned, an employee shall make reasonable efforts to schedule the treatment so as not to unduly disrupt the functioning of St. James', and will give the immediate supervisor as much advanced notice as possible.

### **4-9.5 CARE FOR CURRENT MEMBER OF ARMED FORCES**

Eligible employees may take a one-time Family Leave of 26 workweeks to care for a spouse, son, daughter, parent or next of kin who is a current member of the armed forces and is undergoing medical treatment, recuperation or therapy, is on outpatient status, or on the temporary disability retired list due to a serious injury or illness incurred in the line of duty.

### **4-9.6 DOCUMENTATION**

An employee may be required to provide documentation to verify the need to take Family Leave.

## **4-10 BEREAVEMENT LEAVE**

Full-time exempt and non-exempt staff may take up to three (3) consecutive days bereavement leave to attend the funeral and take care of personal matters related to the death of an immediate family member which includes a parent, child, spouse, grandparents, partner, sibling, parent-in-law, partner's, spouse's child, or grandchild. Such leave must be arranged in consultation with a supervisor and cannot be carried over from year to year. Bereavement leave does not count as hours worked for overtime purposes.

## **4-11 JURY DUTY**

A regular employee who gives prior notice to his/her supervisor will be made whole for time spent on Jury Duty if documentation of Jury Duty is provided. Time spent on Jury Duty leave does not count as hours worked for overtime purposes.

## **SECTION 5 – COMPENSATION**

### **5-1 DEFINING A JOB**

The job description frames the employee's role and accountability, and generally includes no more than 12-20 tasks clearly setting forth the core elements of the job. They provide a description of the major functions of the job for candidates, clarify employer expectations and provide an unambiguous basis for measuring performance. St. James' may amend the job description from time to time in its sole discretion.

### **5-2 ANNUAL REVIEW**

Each employee is eligible for an Annual Review of performance based on their job description and agreed upon goals. This regular review is intended to provide support for the employee, to improve performance by giving an objective and constructive assessment of performance, to assist in the development and fulfillment of the individual's career or occupational goals, and to provide information for a salary recommendation. The Annual Review is part of an ongoing process in which achievements are noted and the employee may be counseled on further steps necessary for meeting goals. An employee who disagrees with his/her performance evaluation may prepare written comments and give them to the supervisor within seven business days after the review date. The employee's comments will be placed along with the evaluation in the employee's personnel file.

A successful annual review does not guarantee continued employment, modify the at will nature of employment, or result in an automatic wage increase.

When the Annual Review results in significant changes to the role of the employee, the job description should be revised and a decision made as to whether or not the changes should result in any change in compensation.

Supervisors should complete Annual Reviews for employees during the months of September and October.

### **5-3 MERIT PAY**

Salary increases will be based on prevailing community practices, job performance, and available resources.

### **5-4 EXPENSE REIMBURSEMENT**

All employees will be reimbursed for reasonable business expenses they incur in carrying out their work responsibilities. Employees who are asked by their supervisor to use their personal automobile for official errands will be reimbursed at the mileage rate established by Convention.

To receive reimbursement, employees must submit a report of mileage traveled and other professional expenses no later than 90 days after incurring such expenses, accompanied by a mileage log.

#### **5-4.1 NON-EXEMPT EMPLOYEE TRAVEL TIME**

Travel time that constitutes work time must be compensated as such, according to the Fair Labor Standards Act.

Normal travel from home to work and travel from work to home at the end of the workday is not considered hours worked.

Travel time will be paid from home to work and travel from work to home on weekends or days when the employee is not regularly scheduled.

## **SECTION 6 – EMPLOYEE REQUIREMENTS**

### **6-1 REQUIREMENT FOR BEHAVIORAL QUESTIONNAIRE AND BACKGROUND CHECKS**

All St. James' employees are required to complete a background screening questionnaire prior to employment and periodically thereafter. Background checks include a written application, a public records check conducted by a company designated by St. James', an interview and reference checks, and any additional components as may be delineated in Health Church Practices.

### **6-2 SAFE CHURCH TRAINING**

All St. James' employees are required to attend Basic Safe Church Training within Three months of commencement of employment, or provide a current certificate of completion of Basic Safe Church Training. Thereafter, employees are required to attend Recertification Safe Church Training at least every five years and provide the certificate of completion of such training.

### **6-3 PERSONNEL FILES**

St. James' maintains a personnel file on each employee. These files are kept confidential to the extent possible. Employees may review their personnel file upon request.

## **SECTION 7 – ENDING EMPLOYMENT**

### **7-1 VOLUNTARY RESIGNATION**

#### **7-1.1 NON-EXEMPT EMPLOYEES**

Non-Exempt employees planning to voluntarily terminate their employment are requested to give at least two weeks' notice. Accrued but not used vacation/personal time will be reimbursed only if the employee has given the Rector notice, at least two weeks prior to the planned termination date. If the employee has used vacation/personal time that has not yet accrued, pay for the used and unaccrued time may be deducted from the last payment of wages.

#### **7-1.2 EXEMPT EMPLOYEES**

Exempt employees planning to voluntarily terminate their employment are requested to give written notice at least one month prior to the planned termination date. Earned but not used vacation days will be reimbursed on a prorated basis only if the employee has given appropriate notice. If the employee has used vacation/personal time that has not yet accrued, pay for the used and unaccrued time may be deducted from the last payment of wages.

### **7-2 INVOLUNTARY RESIGNATION**

#### **7-2.1 EMPLOYMENT AT WILL**

All employees are employees at will. As such, employees may resign at any time with or without reason, and may have their employment terminated at any time with or without reason.

## **7-2.2 TERMINATION FOR UNSATISFACTORY PERFORMANCE**

An employee is subject to discipline up to and including discharge for unsatisfactory job performance or attendance.

Any written warning regarding unsatisfactory performance or attendance shall be by the supervisor with copies given to the employee. If the employee disagrees with any of the information contained in a disciplinary action or termination, the employee may submit a written statement explaining his or her position, which shall be maintained as part of the employee's personnel file.

If an employee does not show sufficient improvement and no solution is indicated in a timely manner, the employee may be discharged from employment.

## **7-2.3 TERMINATION FOR CAUSE OTHER THAN UNSATISFACTORY PERFORMANCE**

Dismissal may be for cause. Such cause may include, but is not limited to, misconduct, insubordination, failure to follow policies or procedures, violations of law, theft, or harassment in the work place.

Dismissal can occur at any time and is effective as of the time notice is given. No payment is made except for earned and accrued salary for time employed since the last pay period and any accrued, unused vacation/personal time.

Employees discharged for cause other than unsatisfactory performance are not entitled to separation pay.

## **7-2.4 REDUCTION IN FORCE (RIF)**

### *7-2.4 A. EARLY WARNING*

When a potential staff reduction is identified, employees affected shall be given early warning. Ideally, such early warning will be given as soon as practical.

### *7-2.4 B. SEPARATION NOTICE*

- When position(s) identified for separation are approved by the Rector, the supervisor and/or the Rector will notify each employee of his/her status and separation date.
- Notice Period Options: The Rector may implement any one of the following options in satisfying the separation notice:
  - a. Total Notice: The Rector will give each employee notice of his or her specific separation date. If an employee secures other employment, he or she may be separated before the end of the notice period. Payment of salary will continue until the end of the separation period specified in the notice.
  - b. Total Pay in Lieu of Notice: This option will be used when conditions dictate such action. Circumstances such as no work available or the immediate removal of the employee for residual staff morale, are two examples. The Rector will inform the affected employees if they are to be immediately separated. If so, full pay in lieu of standard notice will be given.
  - c. Combination of Notice and Pay in Lieu of Notice: This option is an exception to be used only when unusual conditions dictate such action. It may be used to help St. James' work schedules and/or the employee's schedule in seeking outside employment.
  - d. Time off during notice period: The Rector will grant reasonable time off for interviews to the employee so that he or she may seek other employment.

#### *7-2.4 C. EMPLOYEES NOT SEPARATED*

Employees not expected to be separated will be so informed by the Rector after separated employees have been notified of their status.

### **7-3 SEPARATION PAY**

St. James' employees are not eligible for federal or state unemployment compensation. Therefore St. James' provides the following:

#### **7-3.1 SEPARATION PAY FOR UNSATISFACTORY PERFORMANCE**

Non-exempt St. James' employees who are terminated for unsatisfactory performance may be granted severance pay equal to two weeks of salary and any accrued, unused vacation/personal time.

Exempt St. James' employees involuntarily terminated for unsatisfactory performance may receive, at the bishop's discretion, either a one- month notice period or one month's salary.

#### **7-3.2 NO SEPARATION PAY FOR CAUSE OTHER THAN UNSATISFACTORY PERFORMANCE**

Any employee discharged for cause other than unsatisfactory performance is not entitled to separation pay. No payment is required except for earned and accrued salary for time employed since the last pay period and any accrued, unused vacation/ personal time.

#### **7-3.3 SEPARATION PAY FOR RIF**

Separation pay for all employees terminated due to a RIF is based on length of employment by St. James' from anniversary of hire:

- 0-5 years of service receives 2 weeks of pay per year of service up to 10 weeks of pay.
- 6-20 years of service receives 10 weeks of pay plus one additional week of pay for each year of service between 6-20 years.
- 21 or more years of service receives 26 weeks of pay.

### **7-4 BENEFITS STATUS UPON SEPARATION**

#### **7-4.1 TERMINATION FOR UNSATISFACTORY PERFORMANCE**

The Rector may decide, on a case by case basis, whether to provide any benefits during the period of separation pay. In lieu of continuing benefits through St. James', the Rector has the option of providing funds to the employee to obtain benefits outside the St. James' system.

If benefits are not provided by St. James', an extension of benefits is available through the Church Medical Trust. To exercise this option an employee should contact the Church Medical Trust before St. James' provided benefits terminate.

#### **7-4.2 TERMINATION FOR CAUSE OTHER THAN UNSATISFACTORY PERFORMANCE**

Generally, benefits terminate immediately upon termination of employment. Although accrued, unused vacation/personal time will be paid, benefits are not provided for this time period.

If benefits are not provided by St. James', an extension of benefits is available through the Church Medical Trust. To exercise this option an employee should contact the Church Medical Trust before St. James' provided benefits terminate.

### **7-4.3 TERMINATION DUE TO RIF**

All benefits will continue while the employee is on notice or is receiving salary continuance in the form of pay in lieu of notice (since they are, in fact, still on active employee status.) If the employee is paid a lump sum for the separation notice period, the employee is considered to be on an active status and benefits will continue until the end of the separation period. Unused accrued vacation/personal time will be paid upon separation, but benefits will not usually extend past the separation period.

The Rector has discretion to extend benefits beyond the separation period and will make this determination on a case by case basis. In making such decisions, the Rector will strive to treat all employees separated due to the RIF in a fair and equitable manner while taking into account individual circumstances. In so doing, the Bishop has the option of providing funds to the employee to purchase benefits outside the St. James' system.

If benefits are not provided by St. James' an extension of benefits is available through the Church Medical Trust. To exercise this option an employee should contact the Church Medical Trust before St. James' provided benefits terminate.

### **7-5 SEPARATION PROCEDURES**

Voluntary separation interviews are conducted with terminating St. James' employees during the final week of employment by the employee's supervisor or individual designated by the Bishop.

Return of Property: at the time an employee leaves employment of St. James', the immediate supervisor or Human Resource Administrator will collect all St. James' property such as St. James' credit card, keys, cell phones, tablets, laptops, passwords to all devices, etc.

APPENDIX A

Examples of Sexual Harassment

St. James' prohibits all forms of sexual harassment. Specific examples of sexual harassment are set forth below:

**Verbal:**

- Repeated sexual innuendos, sexual epithets, derogatory slurs, off-color jokes (for example, jokes that include sexual language, innuendo, references, scenarios, etc.);
- Proposition, threats, or suggestive or insulting sounds (for example, comments about body, sexuality, etc., including insults and innuendo) even if the comment is about someone else;
- Inappropriate email (for example, email that includes sexual jokes or other references of a sexual nature about any person, gossip or speculation about a person's sexuality, sexual practices, sexual health, pregnancy, virility, etc.). This includes email that was sent accidentally, for example by hitting the "forward" button instead of "reply", or forgetting that a particular individual or worker is on one of your group lists.

**Visual/Non-Verbal:**

- Derogatory posters, cartoons or drawings (for example, cartoons and calendars that include nudity, sex acts, provocative poses, innuendo, sexual language, etc.);
- Suggestive objects or pictures (for example, photographs that include nudity, sex acts, provocative poses; wallpaper, screensavers, or other electronic displays of sexual nature);
- Graphic commentaries; leering; or obscene gestures (for example, vulgar gestures simulating sexual acts, "shooting the finger," kissing the air toward someone or licking the lips in a sexually suggestive or provocative manner).

**Physical:**

Unwanted physical contacts (including touching, interference with an individual's normal work movement, unwelcome displays of romantic or sexual affection, aggressive physical contact or assault); and

**Other:**

Making or threatening reprisals to an individual who opposes, objects to or complains about sexual harassment, possession of inappropriate material of a sexual nature in the Church or its display, duplication, or transmission

These examples are taken from Model Policies for the Prevention of Sexual Harassment of Church Workers, Church Pension Group, NY, NY, 2008

**ACKNOWLEDGMENT OF RECEIPT**

**Acknowledgement of Receipt for Employee Handbook (Employee Copy)**

I acknowledge that I have received a copy of the Human Resources Policies & Practices Manual for employees of St. James' Episcopal Church in Glastonbury, Connecticut. I understand that I am responsible for reading the information contained in the Manual and am responsible for complying with all the provisions. I understand by signing this it is not a contract and that my employment is at will.

\_\_\_\_\_ (Signature of Employee)

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

\_\_\_\_\_ (Date)

\_\_\_\_\_ (Signature of Rector)

**ACKNOWLEDGMENT OF RECEIPT**

**Acknowledgement of Receipt for Employee Handbook (Office Copy – Keep with personnel file)**

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\_\_\_\_\_ (Signature of Employee)

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

\_\_\_\_\_ (Date)

\_\_\_\_\_ (Signature of Rector)