



PERSONNEL POLICY MANUAL

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INTRODUCTION

This Personnel Policy Manual outlines current personnel policies for All Saints Church, Chevy Chase Parish (All Saints) other than policies relating to the All Saints Preschool which are set forth in the *All Saints Preschool Staff Handbook Policies and Procedures*. It is intended for employee and management guidance only and is not intended to be all-inclusive or to anticipate all contingencies.

All Saints reserves the right to make and enforce new policies and procedures and to enforce, change, abolish or modify existing policies and benefits as may be necessary with or without notice. Any changes or additions to this *Personnel Policy Manual* will be made by the Rector with the approval of the Vestry. Staff will be advised of any revisions to the policies contained in this manual and also will be provided with written copies of those revisions.

Employment at All Saints is on an **at-will basis** and may be terminated at any time by either All Saints or the employee. The policies and procedures contained in this *Personnel Policy Manual* do not create and are not intended to create any express or implied contract between any employee and All Saints. In the event of any perceived or actual conflict between the terms of a specific employment contract and the terms of this *Personnel Policy Manual*, the terms of the employment contract shall control.

POLICIES

SECTION 1: EMPLOYMENT OF THE RECTOR

The Rector is hired by the All Saints Vestry. An employment agreement shall be prepared that includes the job description, salary, benefits, and term of service of the Rector.

Using a process determined by the Vestry in consultation with the Rector, the Vestry shall undertake an annual evaluation of the work of the Rector. Such evaluation should be conducted in January or February of each year.

The employment of the Rector is at the discretion of the Vestry, subject to the Constitutions, Canons and Bylaws of the Episcopal Church, the Diocese of Washington and All Saints. All other employment is at the discretion of the Rector, who is accountable to the Vestry.

SECTION 2: EMPLOYMENT OF THE STAFF

Responsibility: The Rector is responsible for determining staffing needs and for hiring qualified staff to carry out the All Saints mission. The Rector may, in his or her discretion, establish a Personnel Committee to assist him as he deems appropriate in these matters. A position description describing the classification, work, essential job functions, supervisory responsibilities, and to whom the position reports, shall be drawn up for each position. Position descriptions are available at any time to any staff member.

Staff Recruitment: Prospective employees must submit a current resume and references in application for a position at All Saints. The candidate selected for the position will be identified by the Rector who may use a consultative process involving the current staff and Members of the All Saints Vestry, as the Rector may elect in his or her discretion. As a condition of employment, a background investigation report shall be obtained by All Saints (no earlier than following the conclusion of the first interview with the prospective employee), and the prospective employee shall sign and complete any necessary permission, waiver, authorization or release forms relative thereto. A final hiring interview with any selected candidate will be conducted by the Rector, or his or her designee, to establish the salary and administrative conditions of employment.

An employment letter or contract will then be prepared, along with the other forms necessary to begin employment. A copy of the employment letter or contract and all forms will be placed in the employee's personnel file. These include, without limitation:

- a) W-4 Income Tax Withholding Form
- b) 1-9 Form
- c) Employee and payroll forms as All Saints may direct
- d) A signed and dated *Personnel Policy Manual* acknowledgement form
- e) An employment letter or contract specifying the at-will status of the employer-employee relationship, the terms of employment, including position, starting date, employment status, immediate supervisor, job description, initial salary, benefits eligibility according to employment category, and any special provisions such as reimbursement for relocation expenses. The employee will sign and return one copy, which will be placed in his or her personnel file.
- f) Insurance forms regarding any health insurance, coverage, short term disability insurance coverage, group life insurance coverage, and/or other insurance coverage that may be provided by All Saints for those who are eligible and choose to receive such insurance.
- g) Forms for any retirement plan that may be provided by All Saints.

Background investigation reports shall be retained in a separate file kept in a secure location under the direct control of the Rector.

Child and Sexual Abuse Training: As a condition for employment, each employee must have completed child and sex abuse prevention training or shall complete such training within the first sixty (60) days of employment.

Additional Background Investigation Reports. All Saints shall be entitled to obtain, at its own cost and in its own discretion, subsequent and additional background reports on any employee at any time during the term of employment. Each employee shall cooperate with All Saints in obtaining such reports and shall sign and complete any necessary permission, waiver, authorization or release forms relative thereto.

Initial Employment Period: The first three months of employment are an initial employment period for all regular full-time and part-time employees. During this period, an employee will accrue paid time off and is entitled to sick and safe leave but is not eligible to use paid time off benefits until after successfully completing the initial employment period. An employee will be paid for all holidays observed by All Saints that fall within the initial employment period.

During the initial employment period the employee's immediate supervisor will provide orientation and training for the employee. At the end of the initial employment period, and earlier if necessary, the Rector and/or the employee's immediate supervisor will formally discuss the employee's job performance with the employee. The job description that was developed before the employee was hired shall also be reviewed and may be revised at this time. This evaluation is the final step of the hiring process. Only if the employee's performance and conduct satisfactorily meet the job requirements will the employee become a regular staff member.

If the Rector or the employee's immediate supervisor determines that the employee's performance or conduct is not satisfactory, or that the employee cannot adapt to work requirements, the employee can be terminated at any time during the initial employment period without further recourse. Similarly, if an employee concludes that the position does not meet her or his needs, expectations, or competencies, the employee can also terminate employment during the initial employment period. Even after successful completion of the initial employment period (assuming it is completed successfully), employment still remains at will, which means the employee may quit or be dismissed at any time and for any reason.

Employee Classification: Employees are classified as exempt employees or non-exempt employees in accordance with current guidance under the Federal Labor Standards Act. Except as otherwise provided in individual employment contracts, at the time of this writing, the All Saints' full-time workweek is defined as 35 hours per week. There shall be a break for a meal or for other purposes of one hour for each workday lasting more than 5 consecutive hours, which meal or break hours are not included in the 35-hour workweek calculation and are not compensable. Thus, in a sample 5-day workweek, an employee typically would have 35 hours of work, plus 5 one-hour meal breaks, for a total of 40 hours, of which only 35 hours are work hours for compensation or other purposes relative to employment.

Temporary Staff: There are two categories of temporary staff:

(a) **Contract Staff:** All Saints may undertake special projects that require flexibility in the employment of personnel. Personnel policies and procedures outlined in this Manual will ordinarily apply to contract staff; however, the precise terms of employment for contract staff will be clarified in a separate contract. Benefits not mandated by law will ordinarily not apply to contract staff who work part-time or who work full-time for fewer than three months or for fewer than any designated time period under any particular benefit program.

(b) Interns: All Saints may hire interns as the need occurs. Interns are hired on an hourly basis and are not eligible for any paid benefits. From time to time benefits may become available that are of no cost to All Saints. Interns who work at least a 5 (five) hour shift are entitled to one-half hour for lunch and breaks neither of which are compensable.

Change from Temporary to Regular Status: If an employee changes from temporary to regular status, she or he will be eligible for all normal insurance benefits at the beginning of the calendar month following the effective date of the change, based upon the number of hours worked and upon meeting all qualifications for such benefits. In addition, the employee will begin earning sick and safe leave and other annual leave from the date of the change, pro-rated according to the time of the applicable calendar year.

Employment Outside of All Saints: An employee who works elsewhere, in addition to his or her employment with All Saints, must ensure that this outside employment does not represent a conflict of interest and does not interfere with his or her ability to fulfill his or her responsibilities with All Saints. If such a conflict of interest or interference is deemed to exist in the sole discretion of the Rector, the Rector may take such actions or assert such requirements as he or she deems necessary to alleviate the problem, including termination of the employee. The Rector may designate evaluation responsibilities to others in his or her discretion.

Annual Evaluation: The Rector is responsible for an evaluation of staff members once a year or more frequently if necessary. The purpose of an evaluation is to assess the level of the staff person's functioning, to recognize outstanding achievements, to identify problems that need to be addressed, and to develop future work plans for the employee, within the context of All Saints' mission. Evaluations also serve to document an employee's service record, which may be used for granting promotions, raising salaries, writing references, placing an employee on probation, or terminating employment.

Personnel Records: All Saints maintains a personnel file for each employee (including temporary staff members) hired by All Saints. The Senior Warden of the Vestry maintains the personnel file for the Rector. In addition to the items listed in this Section 2 under "Staff Recruitment", the personnel file includes other documents related to an individual's association with All Saints, including but not limited to resumes, personnel action forms, evaluations, references, verification of requests, and other pertinent items. All information included in a personnel file will be considered confidential.

Any record subpoenaed by a court will be released in accordance with the instructions on the subpoena, unless contested by All Saints. Personnel records will be made available to others only when accompanied by an authorization signed by the employee or by an order of a court of competent jurisdiction.

Verification of Employment: All Saints will provide verification of employment by telephone, if the employee has notified the Rector, or his or her designee, in advance.

In addition, the caller must identify him or herself, the organization requesting information, and the purpose of the information. Information provided will be limited to dates of employment job title, and other information specified by the employee as proper to share.

At no time will an All Saints staff member release another employee's home address, telephone number or other information to anyone outside of All Saints without prior authorization.

SECTION 3: COMPENSATION, HOURS AND ABSENCES

Salary Plan: It is the responsibility of the Rector to develop a salary plan for the fiscal year as a part of All Saints' annual budget. The Rector shall be free to utilize the parish Finance Committee and/or Personnel Committee for such purposes.

Salaried Employees: Salaried employees are paid twice-monthly (24 pay periods per year) based on annual salary.

Hourly Employees: Hourly employees are paid twice-monthly (24 pay periods per year) based on hourly rate.

Work Hours: Employees are expected to perform their work duties during established hours (9 a.m. - 5 p.m.) unless otherwise arranged with the Rector or immediate supervisor. Flex time is permitted with the approval of the Rector. Employees engaged in ministry vocations are expected to carry out additional duties beyond the established hours.

Break Hours: As more fully explained in Section 2 (Employee Classification), regular employees who work longer than 5 consecutive hours are entitled to an hour of meal or break time for other purposes, subject to the terms and conditions described above. Such meal or break times are not considered as work hours for employment qualification or benefit purposes. All Saints will also allow employees to "express breast milk" and give them a time and place to do so in accordance with current guidance under the Federal Labor Standards Act.

Notification of Intended Absence: An employee who is unable to report to work on time or cannot report to work for her or his regularly scheduled hours is required to notify his or her immediate supervisor and the Rector before the beginning of the scheduled arrival time. Excessive tardiness may bring sanctions upon the employee, including termination, at the discretion of the Rector.

Working from Home or Offsite: Working from home or offsite during regularly established hours (9 a.m. - 5 p.m.) is not favored and shall be carried out only upon permission of the Rector in each instance. All Saints places great value upon collaboration that takes place when employees are together at the Church.

Section 4: BENEFITS - INITIAL EMPLOYMENT PERIOD

In addition to benefits that are mandatory under the law, employees will receive the following benefits during their initial employment period of employment. With respect to any benefits that are the subject of a written contract (e.g., health or other insurance plans, pension, disability), the terms and conditions of the plan govern and control over anything that is said in this manual. You should be familiar with and consult the terms of the benefit plan itself and not just rely on any summaries in this manual.

Paid Time Off Leave: Paid time off leave may be taken only after the employee has successfully completed the initial employment period. Paid time off days accrued during the initial employment period will not be paid to the employee if her or his employment is terminated during the initial employment period.

Holiday Leave: Paid holiday leave begins upon employment with All Saints.

Health Insurance: Health insurance, if provided by All Saints, goes into effect on the first day of the month following the initial employment date or as otherwise provided by the health insurance plan.

Short-Term Disability Insurance. Short-term disability insurance, if provided by All Saints, goes into effect on the first day of employment.

Workers' Compensation: Employees are covered by the Workers' Compensation Act of the State of Maryland. Employees who have accidents or who are injured in the actual performance of their work must report this immediately to the Rector or his or her designee. A written incident report obtained from the Rector or his or her designee must be completed by the employee and All Saints to preserve coverage.

Retirement Benefits: Qualifying regular employees may enroll in any retirement plan offered by All Saints, on the first day of employment or at any time thereafter as may be provided by the terms and conditions of any plan. Details of any retirement plan are available upon request by the employee.

Sick and Safe Leave: The rules relating to sick and safe leave set forth in Section 5 shall also apply during the initial employment period.

SECTION 5: BENEFITS - AFTER THE INITIAL EMPLOYMENT PERIOD

Health Insurance: Regular employees who work at least the requisite number of minimum hours per year are entitled to health insurance coverage according to the terms and conditions of any plan which may be offered by All Saints. Currently, All Saints offers coverage under one of the plans provided through the Diocese of Washington. In the future, All Saints may choose to change health insurance plans, and, in any event, the terms and conditions of any health insurance plan are subject to change. A detailed description of the health insurance currently offered by All Saints to employees is available upon request.

Life Insurance: Life insurance may be provided by All Saints to the employee. Currently, life insurance for qualified employees is provided as part of the Clergy and Lay Defined Benefit Plans established by the Church Pension Fund. A detailed

description of any life insurance currently offered by All Saints to employees is available upon request.

Workers' Compensation: Employees are covered by the Workers' Compensation Act of the State of Maryland. Employees who have accidents or who are injured in the actual performance of their work must report this immediately to the Rector or his or her designee. A written incident report obtained from the Rector or his or her designee must be completed by the employee and All Saints to preserve coverage.

Short-Term Disability Insurance: All Saints may provide short-term disability insurance to all its employees who work a minimum of 20 hours per week.

Retirement Benefits: Qualifying regular employees may enroll in any retirement plan offered by All Saints, on the first day of employment or at any time thereafter as may be provided by the terms and conditions of any plan. A detailed description of any retirement plan currently offered by All Saints to employees is available upon request by the employee.

Housing Allowance: The Vestry shall designate for each year as a housing allowance, in lieu of a parsonage, a portion of the regular compensation to employees who are ordained clergy who wish a housing allowance in accordance with Section 107 of the Internal Revenue Code. Such designation shall be made annually upon a request from a clergy employee.

Holidays: All Saints currently observes the following holidays:

- New Year's Day (January 1)
- Martin Luther King, Jr. Birthday
- Presidents' Day (3rd Monday in February)
- The day after Easter
- Memorial Day (last Monday in May)
- Independence Day (July 4)
- Labor Day (1st Monday in September)
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Friday following Thanksgiving
- Christmas Day
- The day after Christmas Day

All Saints follows federal government guidelines with regard to the observation of legal holidays. Full-time employees will be paid for such holidays. Part-time regular employees will be paid on a pro-rated basis, according to their employment letters or contracts.

Interns and other hourly workers may choose to work during holidays with the approval of the Rector but are otherwise not entitled to be paid for such holidays.

Sick and Safe Leave: As provided by Montgomery County law, sick and safe leave is granted for use for any of the following circumstances:

- To care for the employee's mental or physical condition.
- To care for a family member's mental or physical condition.
- To care for a family member who presents a risk to the community because of exposure to a communicable disease.
- To allow the employee or a family member to obtain preventive medical care.
- If the place of business is closed due to a public health emergency.
- If the school or childcare center of a family member is closed due to a public health emergency.
- To seek medical attention, legal services or any services provided by victim's organizations or to temporarily relocate due to domestic violence, sexual assault or stalking.

For the purposes of sick and safe leave, a "family member" includes:

- A biological, adopted, foster, step child or grandchild of the employee.
- A child that the employee has legal or physical custody of or for whom the employee is the primary caregiver.
- A biological, adoptive, foster or step parent of the employee or the employee's spouse.
- The legal guardian of the employee or the person who served as the primary caregiver of the employee when the employee was a minor.
- A spouse.
- A grandparent or the spouse of a grandparent of the employee.
- A biological, adopted or foster sibling or spouse of a sibling of the employee.

Each regular full-time employee is entitled to twelve (12) sick and safe days per calendar year, to be prorated according to when employment begins or ends during a calendar year. Part-time regular employees are entitled to the sick and safe leave set forth in their employment contracts; provided that employees who regularly work eight (8) hours or fewer hours per week are not entitled to sick and safe days. Sick and safe leave not used during a calendar year is forfeited except that sick and safe leave up to thirty (30) days may be accumulated from prior years solely for the purpose of covering the window period for any disability insurance policy provided by All Saints. _Sick and safe days may not be converted to financial compensation if not utilized. Any variation of these terms must be approved by the Rector in writing.

Documentation: If an employee uses more than three (3) days concurrently of sick and safe leave, the Rector or the employee's immediate supervisor may request reasonable documentation supporting the absence, including, for example in the case of

the employee's illness, a doctor's written excuse stating medical necessity and the date it is anticipated that the employee can return to work.

Additional leave: If an employee uses all her or his available sick and safe leave and needs additional sick and safe leave, the employee may use other leave available or may request from the Rector sick and safe leave without pay.

Return to Work: In order to return to work from sick and safe leave associated with an illness of the employee, the employee may be asked by the Rector, or the employee's immediate supervisor, to present a physician's statement that the employee is capable of return to his or her regular work. Any limitations must be stated clearly in the statement.

Sick and Safe Leave at Termination: At no time, including the end of employment, are employees entitled to payment for accrued sick and safe leave. Accrued sick and safe leave days may not be used to effect an early termination of services.

Paid Time Off Leave: Full-time regular employees accrue paid time off leave at a rate of eighteen (18) days a calendar year (.75 days per pay period). Part-time regular employees accrue paid time off leave on a pro-rated basis, in accordance with the employee's letter of employment. Arrangements for using paid time off leave are made in consultation with the employee's immediate supervisor and/or the Rector.

No more than five (5) days of paid time off leave may be carried forward cumulatively to any succeeding calendar year. Unused paid time off leave above this amount shall be considered forfeited. This provision is not asserted to be punitive, but rather to encourage employees to use paid time off leave time to be restored, renewed and vibrant.

Upon termination, except as provided in Section 7 of this *Manual*, employees will be paid for accumulated unused paid time off leave up to twenty (20) days, applying the factor of .75 days per pay period in determining the amount of unused paid time off leave earned in the then current calendar year.

Paid time off leave combines what was called vacation leave and personal days under prior All Saints personnel policies.

Short-Term Disability Leave: A full-time regular employee may apply for a non-work-related disability leave of absence beyond any insurance coverage that may be in effect—without pay—with a doctor's notice or other statement documenting the need. Disability leave may be granted initially for up to three months. All such grants of leave shall be at the discretion of the Rector.

Return to Work: In order to return to work from short-term disability leave, the employee may be asked by the Rector, or the employee's immediate supervisor, to present a physician's statement that the employee is capable of return to his or her regular work. Any limitations must be stated clearly in the statement.

Maternity/Paternity/ Adoption Leave: An employee who has worked full-time for at least one year and is designated the "primary child-care parent" will be granted up to eight weeks of paid leave in connection with the birth or adoption of a child. In the case of adoption, a "child" means a person who is under 18 years of age or who is disabled.

All group insurance and other benefits will be maintained during the paid leave at the level that existed before the beginning of the leave. Additional leave not to exceed four weeks may be taken without pay. During this latter period, the employee may elect to use paid time off leave.

An employee who has worked full-time for at least one year and is the "non-primary child-care parent" will be granted up to two weeks of paid leave in connection with the birth or adoption of a child. All group insurance and other benefits will be maintained during this time at the level that existed before the beginning of the leave. Additional leave not to exceed ten weeks may be taken without pay. During this latter period, the employee may elect to use paid time off leave.

Employees who have not worked full-time for at least one year will be authorized leave without pay - after the use of any accrued paid time off leave or sick and safe leave - for up to thirty (30) work days for maternity/paternity/ adoption leave.

The leave can take place before or after the birth or adoption of the child. Whenever possible, the arrangements will be made three (3) months before the leave is to be taken.

If both spouses are employed by All Saints, the combined leave period allowed shall not exceed twelve weeks.

If circumstances arise which invoke any disability policy provided by All Saints, any benefits to the employee under the policy shall serve as a setoff against amounts otherwise payable by All Saints' to the employee under this Section 5.

Limitation on Benefits During Leaves Without Pay: Sick and safe leave and paid time off leave do not accrue during any leave without pay. Except as otherwise required by law, All Saints will continue to pay health insurance premiums only for the first month of any leave without pay.

Other Leaves Without Pay: Other requests for a leave without pay will be considered on an individual basis. Such leaves without pay may be authorized by the Rector, up to a period of three months. All Saints does not guarantee that the employee's original position will be available to the employee upon returning to work after such a leave without pay.

Jury Duty: Leave for jury duty will be paid at regular salary rates, not to exceed the employee's normal or average number of work hours per week. Verification of service is required to receive pay from All Saints.

Military Leave: An employee who is a member of the National Guard or Reserves is entitled to leave to participate in any required or voluntary activity. Such leave shall be unpaid and will be in addition to any paid time off leave accrued by the employee. Limitations to the leave are defined by state and federal law.

Bereavement Leave: Employees will be paid for leave in the event of the death of a member of the employee's immediate family, defined as spouse, domestic partner, child, parent, sibling, grandparent, employee's guardian (if applicable), mother or father in-law, or relatives residing with the employee. The employee is expected to notify the supervisor or Rector within one working day of the death.

Up to a maximum of three (3) working days of bereavement leave may be granted to attend a funeral that does not require over-night travel. Up to a maximum of five (5) working days of bereavement leave may be granted to attend a funeral that requires overnight travel. Such grants shall be at the discretion of the Rector upon request of the employee.

With prior approval of the Rector, one (1) day's leave with pay may be granted in the event of the death of a loved one other than those listed above.

The Rector will determine any exceptions to this policy.

Clergy Study Leave: Clergy will be eligible to take paid time off for personal growth and professional advancement in each calendar year for up to five (5) days. Requests for such leave must be approved by the Rector in his sole discretion. Clergy Study Leave not used in a given year is not carried over to succeeding years.

Professional Lay Staff Study Leave: Professional lay staff will be eligible to take paid time off for personal growth and professional advancement in each calendar year for up to three (3) days. Requests for such leave must be approved by the Rector in his sole discretion. Professional Lay Staff Study Leave not used in a given year is not carried over to succeeding years.

Recordkeeping for Staff Leave: Staff Leave at All Saints Church is tracked according to the hours each person works per-week, per his or her employment contract. A "Leave Request Form" is filled out by an employee, indicating if he or she is requesting "Sick and Safe," "Paid Time Off," or "Other." Dates and hours of expected absence are provided, along with an explanation of absence. Once a staff member fills out the form, he or she gives it to the Parish Records Administrator, who checks the requested dates against the staff calendar to check for possible conflicts. The Parish Records Administrator then forwards the forms for Rector approval. Once requested leave has been approved, the Parish Records Administrator does two things: 1) Enters the dates and hours in a spreadsheet that draws down from the total allowed leave dates; and 2) Files the forms in a binder, subdivided by employee name.

SECTION 6: SUSPENSION

All employment is at will and the Rector may terminate an employee at any time. However, instead of terminating an employee, in certain situations involving, for example, an employee who has violated employment policies, the Rector, in his or her sole discretion, may suspend the employee for a period not to exceed two weeks without pay. A decision will be made by the Rector at the end of the agreed upon time whether to reinstate or terminate the employee. If retained as an employee, suspension will be followed by a period of probation, established at the time of reinstatement. If, following reinstatement, the employee's performance continues to be insufficient, her or his employment may be terminated, at the sole discretion of the Rector.

SECTION 7: TERMINATION

General: Employment at All Saints is on an at-will basis and may be terminated at any time by either All Saints or the employee.

On the last day of work of any employee, he or she must verify the return of all materials and the full satisfaction of all outstanding debts to All Saints. Building keys, security keys, company credit cards, cash, computers and all other personal property, documents, records, and equipment of every type and kind, without exception, must be returned at that time. All electronic and digital passwords or passcodes known by the employee shall be provided by the employee at the same time.

Employee Resignation: A lay employee wishing to resign is expected to give no less than two (2) weeks' notice in writing. The Rector is expected to give at least ninety (90) days' notice in writing and other clergy positions are expected to give at least thirty (30) days' notice in writing. Failure to give the notice required by this paragraph will result in the forfeiture of any right to be paid for accrued leave of any type or kind.

Termination for Cause: A termination for cause shall include a termination for unsatisfactory performance (as may be determined by employee evaluations, observations by the Rector, observations by a supervisor, or such other evidence the Rector may deem sufficient), or for a terminable offense, or for other cause of the fault, negligence or willfulness of the employee. In the event of a termination for cause, the employee shall not be provided severance pay and shall not be paid for any accrued leave of any type or kind.

For these purposes, the term "Terminable offense" may include but is not limited to, the following (all in the sole opinion and discretion of the Rector):

- a) habitual or excessive absences or tardiness;
- b) insubordination or intimidation;
- c) reporting to work under the influence of alcohol or drugs;
- d) providing false or misleading information when applying for employment, or at any time during employment;
- e) verbal or written release of confidential information without authorization;
- f) a negative background report;
- g) other actions causing harm to the operation of All Saints.

Termination Not for Cause. If an employee's employment is terminated by All Saints, other than for cause, the employee will be entitled to receive, in addition to unpaid compensation for time worked prior to the termination, a severance payment of 1) two weeks pay at their current salary or hourly rate; 2) continued health coverage for the month of termination plus one additional month; and 3) pay at their current salary or hourly rate for accrued paid time off leave in accordance with this *Manual*. Severance will be paid in a lump sum at the next regular payroll date. At termination, employees will not receive any other employee benefits.

SECTION 9: INFORMATION TECHNOLOGY

Electronic Mail, Internet Access, Telefax, and All Other Forms and Systems of Communications: All Saints provides electronic mail, internet access, telefax, and other forms and systems of communications and information access. Such provisions are made for the staff to carry out the work of the church and are governed by the following:

- All of All Saints' policies and procedures must be followed when using any electronic communications or information systems.
- Except as provided in the next sentence, All Saints' e-mail systems, computers and other machines and devices will only be used for All Saints-related communication or information purposes. Reasonable incidental personal use of these systems, computers and other machines and devices is permitted as long as it does not interfere with the employee's job performance, impose an undue burden on All Saints' resources, or conflict with any other provisions of this *Personnel Policy Manual*.
- Electronic mail will not be used to send or receive sensitive, proprietary All Saints information of any kind without prior authorization from a direct supervisor.
- All materials produced for All Saints are the property of All Saints.
- No All Saints employee should have any expectation of privacy regarding electronic mail, Internet or other electronic or digital usage. Employees' use of any electronic, digital, or other communications or information systems or devices, of any type or kind, is subject to monitoring for quality

assurance purposes, for legitimate business purposes, for investigation of suspected wrongdoing, or for any other lawful purpose.

- Use of the Internet or any other media or forms of communication or information processing for illegal purposes shall result in immediate discipline up to and including termination.
- All electronic and digital passwords or passcodes known by the employee shall be kept confidential for the benefit, use and purposes of All Saints.

SECTION 10: GENERAL POLICIES

Drug and Smoke-Free Workplace; Use of Alcohol: All Saints maintains a drug-free and smoke-free workplace. Smoking is not permitted in the All Saints offices, places of worships, public rooms or grounds. The unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance or alcohol is prohibited in the workplace. Appropriate personnel action, up to and including termination and/or prosecution, will be taken against any employee committing violations of such prohibition. In addition, alcohol shall not be used by an employee at All Saints except as approved by the Rector or his designee.

Workplace Environment: All Saints is committed to providing a work environment that is safe, productive and supportive of our mission. All Saints strictly prohibits any verbal or physical conduct that:

- Constitutes harassment because of age, color, disability, military status, national origin, pregnancy, race religion or gender,
- Results in disruption or interference with the performance of any employee of All Saints, and/or
- Creates an intimidating, offensive or hostile environment.

All Saints strives to provide a safe and healthful work environment for its staff members and visitors. Attaining this goal is dependent upon the personal commitment and alertness of each employee. There are several types of circumstances that can lead to an unsafe workplace environment, including general harassment and sexual harassment. Following are the procedures for notification and investigation of situations which an employee believes constitute harassment. Any disciplinary action taken pursuant to the procedures described below may include termination of employment.

General Harassment in the Workplace: Anyone employed by All Saints who believes the words or actions of any other employee, member or vendor serving All Saints constitutes unwelcome harassment has the responsibility to report the situation as soon as possible either to his or her immediate supervisor or to the Rector.

Sexual Harassment in the Workplace: Sexual harassment includes any unwelcome or unsolicited verbal, physical, or sexual conduct that is made a term or condition of employment, is used as the basis for employment or advancement decisions, or has the purpose or effect of unreasonably interfering with work or creating an intimidating, hostile, or offensive work environment. It is the policy of All Saints to

treat all employees fairly and equitably. As part of this commitment, All Saints will make every effort to provide to all employees a work environment that is free from all forms of sexual harassment and intimidation. Any and all employees are strictly prohibited from sexually harassing or making improper advances toward any and all other employees. Any individual who is found to have violated this policy will be subject to appropriate disciplinary action. Anyone employed by All Saints who believes that he or she has been the subject of sexual harassment is obligated to report the alleged act immediately either to his or her immediate supervisor or the Rector. Any employee who witnesses incidents of sexual harassment should immediately report the incident to the Rector. If the incident involves the Rector, the incident should be reported to the Senior Warden.

Procedures for Complaints Regarding Workplace Environment and Behaviors: Following the receipt of a complaint, a prompt and thorough investigation will be made. Allowing for a fair investigation, All Saints will use its best efforts to protect the confidentiality of all harassment complaints to the extent possible and to otherwise protect the privacy of all concerned. Employees of All Saints are required to cooperate with the investigation and to maintain confidentiality. Anyone who refuses to participate in the investigation of a complaint will be subject to disciplinary action. Retaliatory action against anyone filing a complaint of any type of discrimination is strictly prohibited. Anyone who violates this policy of non-retaliation will be subject to disciplinary action. Anyone who knowingly files a false complaint will be subject to disciplinary action. In addition, employees will be directed to the appropriate EEOC office where sexual harassment complaints may be made.

Reasonable Accommodation: All Saints is firmly committed to complying with the Americans with Disabilities Act and other federal and state legislation designed to ensure equal employment opportunities to persons with disabilities. All Saints will make reasonable accommodations for otherwise qualified persons with known disabilities unless doing so would result in undue hardship to the organization. This policy covers all aspects of employment.

Hazardous Weather Conditions: All Saints follows hazardous weather policies applicable to the Montgomery County School District 12-month employees, as announced by local media, on websites, or otherwise. If 12-month Montgomery County School District employees are excused from work or are allowed additional time to report to work, the same provision will obtain for All Saints. Information regarding Montgomery County School District hazard weather decisions may be found online at: <http://www.montgomeryschoolsmd.org/emergency/>.

If the Montgomery County Schools are open, employees who do not report to work will have the time away charged to paid time off leave or leave without pay, unless prior arrangements have been made with the employee's supervisor to work from home.

Church Funds: Employees are trusted with handling All Saints funds, All Saints property and All Saints records. All funds are vitally important to the existence of All Saints and should be handled accordingly. Specific procedures should be followed and

duties for handling any of the above should not be delegated without specific direction from a supervisor.

Confidentiality: In the course of their work, employees gain access to confidential information. Employees are not to share confidential information about All Saints, its staff or its parishioners outside All Saints without appropriate approval, or with anyone, even inside All Saints, who does not need to know the information. Violation of this policy will be considered grounds for immediate dismissal.

Appearance: All staff of All Saints are expected to be properly groomed and dressed in a manner appropriate to the work they are performing. Business attire is generally required for a professional appearance. Tee shirts, jeans, shorts, sneakers, sweatshirts and like apparel are not appropriate business attire.

Conflicts of Interest: All employees are prohibited from engaging in any outside activity, employment, private business, financial concern or other activity that may create a conflict of interest or appear to create a conflict of interest with All Saints. For further details concerning conflicts of interest and outside employment see Section 2 (Employment Outside of All Saints).

Public Relations: Each staff member plays an important role in representing All Saints to the local and broader community. All communications with news media, public appearances, and talks concerning All Saints must be approved in advance by the Rector. Written consent must be obtained from the Rector prior to any filming or photographing of All Saints property or of any staff members.

Reimbursements of Expenses: Employees will be reimbursed for *authorized* purchases. Reimbursement forms are provided for this purpose. The reimbursement forms, along with receipts, are to be submitted to the Parish Accountant for initialed approval.

Use of one's personal car for authorized All Saints business use is reimbursable at a rate not to exceed that approved by the Internal Revenue Service.

