



ARLINGTON  
STREET CHURCH  
Unitarian Universalist

# Employee Handbook

As approved by the Prudential Committee  
March 2006

Arlington Street Church, *Unitarian Universalist*  
351 Boylston Street  
Boston, Massachusetts 02116

617-536-7050 • [www.ASCBoston.org](http://www.ASCBoston.org)





# ARLINGTON STREET CHURCH

Unitarian Universalist

Rev. Kim K. Crawford Harvie, Senior Minister

Dear Staff,

Thank you for joining me in the good work of Arlington Street Church. The staff plays a critical role in our spiritual community, supporting the life of the congregation, and, when appropriate, initiating new directives. We are charged with excellent communication, and to do all that we can to foster an environment in which each ASC member can serve and be served.

As a member congregation in the Unitarian Universalist Association, we covenant to affirm and promote the seven principles of Unitarian Universalism:

- The inherent worth and dignity of every person;
- Justice, equity and compassion in human relations;
- Acceptance of one another and encouragement to spiritual growth in our congregations;
- A free and responsible search for truth and meaning;
- The right of conscience and the use of the democratic process within our congregations and in society at large;
- The goal of world community with peace, liberty, and justice for all;
- Respect for the interdependent web of all existence of which we are a part.

Our staff is dedicated to this work and, in turn, the congregation is dedicated to our staff, seeking to encourage both our professional and personal development.

We look forward to your contributions as a staff member (please see our Staff Covenant, in the Introduction section). Again, welcome!

Faithfully yours,

Rev. Kim K. Crawford Harvie, Senior Minister

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*Gathered in love and service for justice and peace*

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# I. Introduction

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The purpose of this Handbook is to provide Arlington Street Church (“ASC”) employees with general employment guidelines and an overview of employee benefits. The handbook is a “living document,” and the information can be changed as circumstances demand. ASC reserves the rights to amend, delete, revoke, or add to all or any part of these policies, practices, and procedures at any time with or without notice. We will, however, try to keep you apprised of changes as they occur.

This handbook is merely a guide to ASC’s policies and is not a contract of employment between the ASC and you. All employment at ASC is employment at will and may be terminated by either party at any time for any reason.

In the event of any conflict between this handbook and any actual benefit plan or policy document, the latter will control. Please note that any items where the manual identifies the business administrator as the contact person may be addressed with the senior minister if the business administrator is unavailable or if you feel the business administrator is not the appropriate person in a given situation. Issues relating directly to the senior minister may be addressed with a member of the Prudential Committee.

## **Staff Covenant**

We encourage each other to be effective as a staff team. Our expectations for each other are reasonable and clear. When there is unspoken tension, we seek resolution.

We strive to empower our members for ministry. We seek to fulfill the directives of our job descriptions, communicate effectively, work collaboratively, and, when invited, to support other staff members’ initiatives.

We speak with one voice to the congregation.

We covenant out of faithfulness to the mission, affirmation and covenant of Arlington Street Church.

## **Mission Statement**

Gathered in Love and Service for Justice and Peace

## **Affirmation and Covenant**

Love is the spirit of this congregation,  
And service is our gift.  
This is our great covenant:  
To dwell together in peace,  
To speak our truths in love,  
And to help one another.

# II. Employment Policies

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## Equal Employment Opportunity Policy

ASC is an equal opportunity employer. We recruit, train, and promote candidates based on their qualifications regardless of race, color, religious creed, gender, gender identity, sexual orientation, national origin, ancestry, age, disability, veteran or marital status, or other status protected by state or federal law. ASC's commitment to equal opportunity is a guiding principle in all of our employment practices and policies, including those related to recruiting, advertising, applications, hiring, benefits and compensation, training, transfers, promotions, demotions, upgrades, terminations, and lay offs, as well as in the administration and operation of our programs.

The business administrator is ASC's EEO officer. As such, he or she is responsible for the overall direction of ASC's equal opportunity policies and practices. Questions regarding these policies or reports of any digressions from this policy should be brought to the business administrator.

## Employment Eligibility

The U.S. Department of Justice, Bureau of Citizenship requires employers to verify the employment eligibility of all prospective employees. Therefore, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed an I-9 with ASC within the past three years, or if their previous I-9 is no longer retained or valid.

Employees with questions or seeking more information on immigration law issues are encouraged to contact the business administrator.

## Employment Classification

It is the intent of ASC to clarify the definitions of employment classifications so that employees understand their employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time. Accordingly, the right to terminate the employment relationship at will at any time is retained by both the employee and ASC.

Each employee is designated as either **nonexempt** or **exempt** from federal and state wage and hour laws. **Nonexempt** employees are entitled to overtime pay under the specific provisions of federal and state laws. **Exempt** employees are excluded from specific provisions of federal and state wage and hour laws, including overtime pay. An employee's **exempt** or **nonexempt** classification may be changed only upon written notification by the Pru-

dential Committee. **Exempt** employees will not receive any form of additional compensation for hours worked in excess of 40 per week.

In addition to the above categories, each employee will belong to one other employment category:

**Regular full-time** employees are at-will employees who are not in a temporary or introductory status and who are regularly expected to work ASC's full-time schedule of 40 hours per week. Generally, they are eligible for ASC's benefit package, subject to the terms, conditions, and limitations of each benefit program.

**Regular part-time** employees are at-will employees who are not assigned to a temporary or introductory status and who are regularly scheduled to work less than 40 hours per week. They do receive all legally mandated benefits (such as Social Security and workers' compensation insurance), and may be eligible to receive some of ASC's other benefit programs on a pro-rated basis, as specifically noted in this handbook.

**Introductory** employees are at-will employees, either full-time or part-time, whose performance is being evaluated to determine whether further employment in a specific position or with ASC is appropriate. Employees who satisfactorily complete the introductory period will be notified of their new employment classification.

**Temporary** employees are those who are hired as interim replacements, to temporarily supplement the work force, or to assist in the completion of a specific project. Employment assignments in this category are of a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary employees retain that status unless and until notified in writing of a change. While temporary employees receive all legally mandated benefits (such as workers' compensation insurance and Social Security), they are ineligible for all of ASC's other benefit programs, unless the temporary assignment is full-time and extends beyond 30 days. In this case, the temporary employee may be eligible to receive some of ASC's other benefit programs, as specifically noted.

## **Introductory Period**

All new employees begin their employment with ASC in a 90-day introductory period. At the end of this period the employee's performance will be reviewed with her or his manager. The manager will determine whether the employee's status should be changed to Regular employee of ASC. Please remember that all employees are employed on an at-will basis both during the introductory phase and thereafter, and that there is no guarantee of 90 days of employment.

## **Working Hours**

Your work schedule is established at your time of hire but may be subject to change. It will likely include weekend and/or evening hours. A flexible work schedule requires

prior approval of your manager. Approval of a flexible work schedule is dependent upon the position and ASC's needs.

## **Job Descriptions**

Most positions at the Arlington Street Church have written job descriptions, which you will usually receive on your first day of employment. We keep these descriptions on file and review and revise them as necessary at management's discretion and we also may refer to them during the performance evaluation process. Periodically, it may be necessary to adjust/revise job responsibilities to respond to ASC's changing needs, and ASC reserves the right to assign work as may be necessary. You will be informed of major changes to the position you hold. Updated job descriptions will replace existing descriptions on file. ASC reserves the right, however, to modify and assign duties consistent with business needs despite the specific wording contained in the actual job descriptions.

## **Pay Schedules**

Employees are paid on a semi-monthly basis. Pay dates are the 15<sup>th</sup> of each month for the period from the 1<sup>st</sup> to the 15<sup>th</sup> and the last day of each month for the period from the 16<sup>th</sup> to the last day of the month.

Non-exempt employees are paid on the basis of actual hours worked in a given week. The employee's manager, with prior review by the Prudential Committee, establishes both the hourly rate and the number of hours to be worked at the time of employment. An employee's hours and hourly rate are subject to change. All salaries and salary changes are subject to approval of the Prudential Committee.

All non-exempt employees are required to complete and submit a weekly time sheet to their manager each Friday. After completion, the employee must sign the time sheet and obtain manager's approval. This is necessary in order to ensure that a paycheck is generated and to comply with IRS regulations. For non-exempt employees, all hours worked in excess of 40 hours must be pre-approved by the employee's manager. If overtime is so authorized, non-exempt employees will be paid 1½ times their regular rate of pay for all hours worked in excess of 40 during a week.

## **Meal Breaks**

Non-exempt employees who work at least six hours per shift qualify for a 30-minute paid meal break. Non-exempt employees working fewer than six hours per shift receive no paid breaks. All breaks are scheduled at the discretion of your manager.

## **Anti-Harassment/Anti-Discrimination**

Arlington Street Church is committed to providing a work and learning environment which is free from discrimination and harassment based on an individual's race, color, religious creed, gender, gender identity, sexual orientation, national origin, ancestry,

age, disability, veteran or marital status, or other status protected by state or federal law. Discrimination and harassment in all of these forms violates both the spirit of equal opportunity and the rights of the individual. It undermines the integrity of the employment relationship and can destroy the morale and commitment of the individuals involved.

Harassment covers a range of behaviors, including subtle and not-so-subtle verbal and non-verbal behavior. It can be engaged in or experienced by both males and females. Harassment of any individual—co-worker, supervisor, congregation member or friend, student, board member, volunteer, vendor, or visitor—will not be tolerated in any form at any level at ASC. Examples of harassment include:

- Telling jokes which explicitly or implicitly belittle an individual's race, color, religious creed, gender, gender identity, sexual orientation, national origin, ancestry, age, disability, veteran or marital status, or other status protected by state or federal law;
- Making verbal or physical innuendoes which explicitly or implicitly belittle an individual's race, color, religious creed, gender, gender identity, sexual orientation, national origin, ancestry, age, disability, veteran or marital status, or other status protected by state or federal law;

Sexual Harassment is defined by law as sexual advances, requests for sexual favors, and verbal or physical conduct of a sexual nature when:

(a) Submission to or rejection of such advances, requests, or conduct is made either explicitly or implicitly the basis of any employment decision or a condition of an individual's continued employment;

(b) Such advances, requests, or conduct have the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating, or sexually offensive work environment.

For example, under definition (a) requests by a supervisor for sexual favors in exchange for actual or promised job benefits such as favorable reviews, salary increases, promotions, increased benefits, or continued employment constitutes sexual harassment.

It is not possible to list all examples of conduct which constitute sexual harassment under definition (b). Nonetheless, the following are some examples of conduct, which may constitute sexual harassment depending upon the totality of the circumstances, including the severity of the conduct and its pervasiveness:

- Unwelcome sexual advances—whether they involve physical touching or not;
- Sexual epithets, jokes, written or oral references to sexual conduct, gossip regarding one's sex life; comment on an individual's body, comment about an individual's sexual activity, deficiencies, or prowess;
- Displaying sexually suggestive objects, pictures, cartoons;
- Unwelcome leering, whistling, brushing against the body, sexual gestures, suggestive or insulting comments of a sexual nature;
- Inquiries into one's sexual experiences; and,
- Discussion of one's sexual activities.

These kinds of behaviors are unacceptable at ASC itself and in any church-related setting outside ASC such as during trips, on church outings, parties, and at ASC-related social events.

In the interest of maintaining a work environment in which no individual, employee, or visitor feels threatened or alienated, employees are warned against engaging in harassment toward anyone, including co-workers. An employee who engages in harassment will be subject to appropriate disciplinary action, up to, and including, discharge.

### **Responsibilities of Managers and Supervisors**

Each manager and supervisor has a duty to maintain a workplace free of harassment, to assure that each individual under his or her supervision or control is aware of ASC's policy on harassment and the policy's Harassment Reporting Procedure, and to assure such individuals that they need not endure insulting, degrading or exploitative treatment based on race, color, religious creed, gender, gender identity, sexual orientation, national origin, ancestry, age, disability, veteran or marital status, or other status protected by state or federal law. Any manager or supervisor who learns of or suspects violation of this policy must promptly bring the matter to the attention of the business administrator, the senior minister or the chair of the Prudential Committee.

### **Responsibilities of Individual Employees**

The line between acceptable social conduct and harassment is not always clear. For that reason, ASC encourages individuals who believe that they are being or may have been harassed to communicate clearly to the offending party that the conduct is offensive, intimidating or embarrassing, to explain how the offensive behavior affects the employee's work and to ask that the conduct stop. If the individual is uncomfortable with making such a direct approach to the offending party or has done so, but the perceived harassment has not stopped, then the individual may use the procedure described below to obtain a constructive resolution of the problem.

### **Reporting Harassment**

If you believe you may have been harassed in a manner prohibited by this policy you are urged to report the conduct to the business administrator soon as possible after a perceived act of harassment occurs because prompt reporting allows ASC to investigate while the facts are still fresh and to take prompt corrective action, when appropriate. If the business administrator's conduct is at issue, you may report the problem to the senior minister at ASC. If the senior minister's conduct is at issue, you may report the problem to any member of the Prudential Committee.

Upon receipt of a complaint, ASC will promptly undertake an investigation and, when appropriate, corrective action. Throughout the investigative process, ASC will handle the matter with as much confidentiality as possible under the circumstances and with due regard to the rights and wishes of all parties, recognizing that there are many circumstances where complete confidentiality is not possible. Anyone, including the complainant, who suspects or has knowledge of a harassment complaint or of the conduct of an investigation, must refrain from discussing the matter with other employees except as directed by the business administrator, senior minister, or Prudential Committee Chair(s).

The Federal and state government agencies responsible for the enforcement of employment discrimination laws in the jurisdiction in which the Arlington Street Church is located are:

Equal Employment Opportunity Commission  
One Congress Street  
Boston, Massachusetts 02114  
Telephone: 617-565-3200

Massachusetts Commission Against Discrimination  
Telephone: 617-727-3990

If you believe you have been subjected to harassment, you may file a complaint with either the federal or state agency or with both. Using ASC's complaint procedure does not preclude filing a complaint with these agencies. Please note that these agencies have a short time period for filing a claim.

### **Retaliation Prohibited**

ASC will not permit retaliation of any kind against anyone who complains about harassment or participates in good faith in an investigation of a harassment complaint. Such retaliation is unlawful, and any individual found to have engaged in retaliation will be subject to disciplinary action, up to and including discharge.

### **Americans with Disabilities Act (ADA)**

The ADA, a federal law that establishes regulations regarding discrimination in employment practices, prohibits employment discrimination against "qualified individuals with disabilities." ASC is committed to complying with all applicable provisions of the ADA and applicable state law. It is ASC's policy not to discriminate against any qualified employee or applicant because of such person's disability or perceived disability so long as the employee can perform the essential functions of the job.

Employees who are disabled, on the advice of their physicians, may seek reasonable accommodations in their job requirements, which may enable them to perform essential job functions. This medical advice must be in writing and should state explicitly that the employee is medically and safely able to work but requires reasonable modifications in job duties in order to remain employed. ASC reserves the right to seek its own medical consultation as well. ASC will attempt to modify the job requirements to reasonably accommodate the employee to the extent it is able to do so without undue burden. Employees should discuss any needs for accommodation with the business administrator.

### **Performance Evaluations**

You generally will have a job performance review once per year. These reviews give you and your manager an opportunity to discuss your performance in the past year and to set new goals for the year ahead. Performance evaluations are intended to provide per-

formance feedback to you and neither imply nor guarantee pay increases or continued employment.

## **Unsatisfactory Performance/Disciplinary Action**

If your performance or conduct on the job is not satisfactory, your manager will be responsible for taking appropriate action, which may include verbal and written warnings, suspension or discharge. Your manager will decide when disciplinary actions are required and the specific actions to be taken. Generally, ASC prefers to provide an employee with the opportunity to improve his or her performance prior to discharge. This policy, however, is merely a guide to discipline from which ASC may deviate at its discretion. All employees are reminded of their at-will status, which permits termination, by either party at any time, with or without notice or cause.

You may request a meeting with the senior minister to discuss disciplinary actions.

The business administrator or senior minister also may accelerate disciplinary action procedures and initiate immediate termination. In addition, the Prudential Committee or the senior minister may terminate your employment immediately, particularly in cases of serious misconduct.

## **Promotions and Lateral Transfers**

We believe in and support promotions from within the organization. When possible, we will try to hire qualified internal candidates for job openings. While we make efforts to accommodate these candidates, present employment does not guarantee a promotion or transfer.

## **Severe Weather Closing**

It is our policy to remain open during inclement weather, but occasionally ASC may have to close. Cancellation of services or classes, delayed opening, or closing ASC is at the discretion of the business administrator, the senior minister, or a designated person. If a decision is made to close or delay opening ASC, you will be notified. If you cannot get to work or will be delayed, you must call ASC and leave a message with your manager.

We suggest that you plan to bring work home with you if severe weather conditions are forecast and it is likely that travel conditions will be unsafe. We do not want to put our employees at risk in any way and, assuming prior approval is received from your manager, working at home in such instances is permissible.

# III. Your Responsibilities

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## Confidentiality of Information

As an employee of ASC, you will have access to privileged and confidential information. You are prohibited from disseminating information regarding such things as ASC's finances, vendors, members, and fellow employees, except when such dissemination is directly related to the performance of your assigned duties. You also are prohibited from using this information for your personal interests or gain. Violation of this policy can result in disciplinary action up to, and including, immediate termination.

Employees and volunteers also shall keep confidential all information relating to the names of individual, foundation and other donors, the amount of the donation and any other privileged information. Donor lists are not to be sold, traded or given away.

Confidentiality will continue following the resignation or dismissal of an employee or volunteer and such individuals must return all copies of ASC materials upon their departure.

## Code of Conduct

We hire qualified individuals who will project a dignified and professional demeanor in the execution of their responsibilities. In establishing rules of conduct, we do not intend to restrict the rights of any individual. Rather, we wish to outline some guidelines that ensure understanding and cooperation. With this in mind, you are expected to be careful and conscientious in performing your duties, to treat fellow employees, members and friends of the congregation, volunteers, donors and all guests and visitors courteously and to maintain regular and dependable attendance.

As a responsible employee, you are expected to abide by all ASC rules, regulations, policies, and procedures and to otherwise exercise good judgment, professionalism and common sense. Disciplinary action up to, and including, termination may result from violations of these standards.

ASC has an extensive stakeholder constituency, including members and friends, donors, volunteers, vendors and fellow employees. Satisfactorily serving each of these groups is essential. Your actions and attitudes have an immediate and lasting impact upon that satisfaction. Our employees represent ASC and, therefore, have the responsibility to provide courteous service to all.

The following are examples of improper conduct:

- Excessive absenteeism
- Use, possession, sale, distribution or being under the influence of illegal substances or alcohol while on ASC premises or while engaged in ASC business
- Insubordination, fraud, or dishonesty
- Falsification of ASC records or falsification of employment records

- Negligent or unauthorized use of ASC equipment or facilities
- Physical or verbal abuse of ASC employees, members, or visitors
- Misappropriation and/or theft of ASC or employee property
- Violation of safety rules and practices
- Violation of any work rules in this manual
- Violation of any local, state, or federal law that would impact the livelihood or well-being of ASC or its employees
- Discrimination/ harassment
- Conflicts/breaches of confidentiality

This is not an exhaustive list. It is intended to provide guidance with respect to the types of misconduct that may result in disciplinary action, up to and including termination. Nothing in this provision alters the at-will nature of your employment; either you or ASC may terminate the employment relationship with or without reason, and in the absence of any violation of these rules.

## **Dress Code**

The intent of the dress code is to create a business-like, yet casual, atmosphere that shows respect for ASC, members, visitors, and others. Therefore, you are expected to dress in attire that is appropriate to the nature of your job. Dress should be clean and suitable for a work setting. Your appearance should always reflect the nature of your daily appointments and schedule, as well as the professionalism of our work.

## **Conflicts of Interest**

The conduct of all employees in their relations and transactions with individuals outside of ASC and with other organizations is a matter of vital importance. A conflict of interest may arise when you take actions based on interests other than those of ASC or when your personal economic interests conflict with your work responsibilities.

You also should avoid any appearance of conflict in areas such as hiring staff, awarding contracts or making other business decisions. Any decision that might be construed as constituting a conflict, particularly those involving friends, family, or personal interest, should be referred to the business administrator for approval. If the interests of the business administrator are involved, the decision will be referred to the senior minister.

Employees are not eligible to serve in elected positions or as chairpersons of committees at ASC.

## **Solicitation/Distribution**

In an effort to assure a productive and harmonious work environment, persons not employed by ASC may not solicit or distribute non work-related literature in the workplace at any time or for any purpose.

ASC recognizes that employees may have interests in events outside of the workplace. Employees may not, however, distribute non-work related literature or engage in solicitation during working time—which does not include lunch periods, breaks or any other time in which employees are not on duty. Distribution of literature is prohibited at all times on ASC premises due to safety and cleanliness concerns.

## **ASC is a Non-Partisan Organization**

ASC is a non-partisan organization and does not contribute to, work for, endorse, or oppose any political party or any specific elected officials or candidates for public office. Therefore no partisan political activity may be undertaken during work hours or include use of any ASC resources, such as phones, photocopiers, fax machine, computers, internet, etc.

## **Honoraria**

ASC is a non-profit, tax-exempt organization. Most fundamentally this means that no profit accrues to any individual at ASC.

Except as previously arranged with the business administrator (or, in the case of the business administrator, by the senior minister), honoraria paid by a third party to an employee for a speaking engagement, written article, or other advice or service by such employee performing within the scope of employment by ASC shall be paid to ASC.

## **Driving/Parking**

While we encourage all employees to use public transportation, please consult with your manager regarding parking options.

Staff who use a personal automobile for ASC business travel are expected to have a valid driver's license, automobile insurance, and a good driving record. Staff will be reimbursed for mileage and parking expenses such as meters and parking lots for ASC business travel, as authorized by the staff member's manager. ASC does not ordinarily reimburse mileage for travel to or from an employee's home. Exceptions to this policy will be considered on an instance by instance basis by the business administrator, and will be documented in writing and signed by the Business administrator. Parking tickets should be prevented, and staff members are personally responsible for paying, within 20 days, any parking tickets or traffic violations they incur while using a vehicle for ASC purposes.

## **Use of ASC Facilities and Equipment**

Access to ASC's computer systems, phone systems, office equipment, e-mail, voicemail, postage meter and other equipment and facilities has been provided to staff members for the benefit of ASC and its members. Personal use of ASC's facilities, such as but not limited to conference rooms and offices, must be pre-approved by your manager. No equipment may be removed from the premises. Use of telephones, computers, copiers, fax,

and postage meter should be limited to what is necessary to perform your job. If you wish to use ASC's equipment (such as computers, printers, photocopier or fax machine) for personal use you must get prior approval from the business administrator. At no time may employees use ASC's equipment or facilities for conducting outside for-profit business.

To prevent computer errors and viruses from being transmitted through the system, please do not load any software on to an ASC computer without approval of the business administrator.

For personal long distance phone calls (including intra-state), you will be required to track and pay for calls through the monthly bill. If personal calls are expected to exceed \$10 per month, you must get pre-approval from the business administrator. Employees are not permitted to use ASC's name, account number, and/or address for billing purposes for personal purchases such as, but not limited to, Federal Express and office supplies.

## **Privacy Expectations**

ASC's computer systems, including e-mail, voicemail and internet access are property of ASC. ASC reserves the right to access, view or monitor any information or communication stored or transmitted over the network, or on or over equipment that has been used to access ASC's network, and it may be required by law to allow third parties to do so. Such information or communication may become evidence in legal proceedings.

Users must recognize that there is no guarantee of privacy associated with their use of ASC's technology.

## **Copyright and Trademark Laws**

Users will abide by all copyright, trademark and other laws governing intellectual property. No software may be installed, copied or used on ASC equipment except as permitted by law. All software license provisions must be strictly adhered to.

## **Obscene Materials Prohibited**

ASC prohibits employees from keeping pornography in any form at work, including, but not limited to, magazines, posters, videos, electronic files, or other electronic materials.

Accessing ASC's network or equipment to create, access, download, edit, view, store, send or print materials that are illegal, offensive, harassing, intimidating, discriminatory, sexually explicit or graphic, pornographic, obscene or otherwise inconsistent with the values and general standards for community behavior of ASC is prohibited. ASC will respond to complaints of harassing or discriminatory use of its technology resources in accordance with its Anti-Harassment and Anti-Discrimination Policy. These provisions are not intended to prohibit an authorized user from carrying out his or her assigned employment function.

If you receive any improper or threatening communications from anyone, either within or outside of ASC, please report it to the business administrator immediately.

## **Drug-Free Workplace**

ASC maintains a drug-free workplace. The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, unless authorized by a licensed physician, is prohibited on ASC premises. Violations of this policy may lead to discipline, up to and including discharge.

As part of ASC's drug-free workplace policy, the business administrator has information about available drug counseling programs. Employees are encouraged to contact the business administrator for further information.

## **Smoking**

Smoking is not permitted at any time on ASC premises.

## IV. Benefits

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ASC recognizes the value of our employees and the need to attract and retain high caliber individuals. We aim to provide a comprehensive and flexible benefit package that is cost effective to both the employer and employee. Below is a summary of benefits at the time this manual was last amended. ASC reserves the right at any time to amend, modify, change, delete, revoke, or add to all or any part of the following benefit practices.

Eligible employees at ASC are provided a wide range of benefits. A number of the programs (such as Social Security and workers' compensation) cover all employees in the manner prescribed by law. In accordance with Massachusetts employment security law, employees of churches are not eligible for Massachusetts unemployment insurance benefits.

Benefits eligibility is dependent upon a variety of factors, including employee classification. Your manager can identify the programs for which you are eligible. Details of many of these programs can be found elsewhere in the employee handbook or from the business administrator.

The following benefit programs are available to eligible employees:

- 403(b) Retirement Savings Plan
- Auto Mileage Reimbursement for Business Travel
- Bereavement Leave
- Dental Insurance
- Family Leave
- Health Insurance
- Holidays
- Jury Duty Leave
- Long-Term Disability
- Sick Leave Benefits
- Vacation Benefits
- Flexible Spending for Dependant Care and Medical Expenses

Some benefit programs require contributions from the employee, but many are fully paid by ASC.

Detailed summary plan descriptions and enrollment forms will be given to you at time of eligibility. To the extent that this information differentiates from the actual plan document, the plan document will govern.

### **Domestic Partner Coverage**

All benefits that are available to spouses are equally available to eligible domestic partners, when permitted by law. The following eligibility requirements apply to both same-sex and opposite-sex domestic partners:

- You are each other's sole domestic partner and intend to remain so indefinitely.

- Neither of you is legally married, and you are not related by blood to a degree of closeness which would prohibit legal marriage in Massachusetts.
- You are both at least 18 years old and capable of consenting to the relationship.
- You share a common residence and are financially interdependent.

## **Vacation**

Vacation time off with pay is available to all regular employees (except temporary employees) who regularly work 20 hours per week or more to provide opportunities for rest, relaxation, and personal pursuits. Employees in the following employment classification(s) are eligible to earn and use vacation time as described in this policy:

- Regular Full-time
- Regular Part-time, working at least 20 hours per week

The amount of paid vacation time employees earn increases with the length of their employment as shown below. Part-time employees working at least 20 hours per week will receive pro-rated vacation benefits.

- Upon initial eligibility (i.e. after successful completion of the 90 day introductory period), the employee is entitled to 12 vacation days each year, accrued monthly at the rate of 1.0 day.
- Upon completion of 48 months of eligible service, the employee is entitled to 20 vacation days each year, accrued monthly at the rate of 1.66 days. Accrual at the higher rate will begin in month following anniversary date.

An employee's benefit year may be extended for any significant leave of absence except military leave of absence. Military leave has no effect on this calculation. (See individual leave of absence policies for more information.)

Paid vacation time may be used in minimum increments of one half day and ASC usually will not permit employees to take more than 15 consecutive days. To take vacation, employees should request advance approval from their managers. Requests will be reviewed based on a number of factors, including business needs and staffing requirements. Employees are strongly encouraged, however, to plan vacations during those times when their work schedules are lightest. For most employees, this would be during the months of July and August.

Vacation time off is paid at the employee's base pay rate at the time of vacation. It does not include overtime or any special forms of compensation such as incentives, commissions, bonuses, or shift differentials.

If you are not eligible for paid vacation, you may request permission from your manager for unpaid vacation time. Approval of such requests will be solely at your manager's discretion.

As stated above, employees are encouraged to use available paid vacation time for rest, relaxation, and personal pursuits. In the event that accrued vacation is not used by the employee's anniversary date, employees may carry up to 20 days of unused time forward

to the next year. If, after six months, the amount of time carried forward is unused, you will forfeit the time. Exceptions to the carry forward policy must be approved in writing by your manager and either the senior minister or the business administrator.

Upon termination of employment, employees will be paid for unused vacation time that has been earned through the last day of work. Employees will not receive compensation for unused vacation time while they are employees of ASC.

## Holidays

ASC will grant holiday time off to all employees on the holidays listed below:

- New Year's Day (January 1<sup>st</sup>)
- Martin Luther King, Jr. Day (third Monday in January)
- Presidents' Day (third Monday in February)
- Evacuation Day (March 17<sup>th</sup>)
- Patriot's Day (third Monday in April)
- Memorial Day (last Monday in May)
- Bunker Hill Day (June 17<sup>th</sup>)
- Independence Day (July 4<sup>th</sup>)
- Labor Day (first Monday in September)
- Columbus Day (second Monday in October)
- Veterans' Day (November 11<sup>th</sup>)
- Thanksgiving (fourth Thursday in November)
- Christmas (December 25<sup>th</sup>)

ASC will grant paid holiday time off to all employees who regularly work 20 hours a week or more (except temporary employees). Holiday pay will be calculated based on the employee's straight-time pay rate (as of the date of the holiday) times the number of hours the employee would otherwise have worked on that day.

In most cases, a recognized holiday that falls on a Saturday will be observed on the preceding Friday and a recognized holiday that falls on a Sunday will be observed on the following Monday.

If a recognized holiday falls during an eligible employee's paid absence (such as vacation or sick leave), holiday pay will be provided instead of the paid time off benefit that would otherwise have applied.

Part-time employees will receive pay for holidays that fall on days that they are regularly scheduled to work (i.e. if a part-time employee works only on Mondays, Wednesdays, and Fridays regularly, he or she will be paid for a holiday that falls on a Monday, but not paid for a holiday that falls on a Tuesday).

Paid time off for holidays will not be counted as hours worked for the purposes of determining overtime for nonexempt employees.

Part time employees working at least 20 hours per week will receive pro-rated holiday benefits.

## **Sick Leave**

ASC provides paid sick leave benefits to all employees who regularly work 20 hours or more (except temporary employees and employees still in the introductory period) for periods of temporary absence due to illnesses or injuries.

Eligible employees will accrue sick leave benefits at the rate of 10 days per year (.83 of a day for every full month of service). Sick leave benefits are calculated on the basis of an employee's anniversary date. Accruals will be made on the final pay period of each month.

Part time employees working at least 20 hours per week will receive pro-rated sick leave benefits.

Paid sick leave may be used in minimum increments of one half day. Eligible employees may use sick leave benefits for an absence due to their own illness or injury or that of a family member (spouse, domestic partner, child, parent).

Employees who are unable to report to work due to illness or injury should notify their direct manager, before the scheduled start of their workday if possible. The direct manager must also be contacted on each additional day of absence. An employee who is absent three consecutive days without notification of manager will be deemed to have resigned, consistent with applicable law.

Sick leave benefits will be calculated based on the employee's base pay rate at the time of absence and will not include any special forms of compensation, such as incentives, commissions, bonuses, or shift differentials.

Unused sick leave benefits will be allowed to accumulate until the employee has accrued a total of 40 days of sick leave benefits. If the employee's benefits reach this maximum, further accrual of sick leave benefits will be suspended until the employee has reduced the balance below the limit.

Sick leave benefits are intended solely to provide income protection in the event of illness or injury, and may not be used for any other absence. Unused sick leave benefits will not be paid to employees while they are employed or upon termination of employment.

## **Personal Leave**

ASC provides paid personal leave benefits to all employees who regularly work 20 hours or more (except temporary employees and employees still in the introductory period) for temporary absence due to personal reasons.

Eligible employees will accrue personal leave benefits at the rate of 3 days per year (.25 of a day for every full month of service). Personal leave for eligible part-time employees will be pro-rated. Personal leave benefits are calculated on the basis of an employee's anniversary date. Accruals will be made on the final pay period of each month.

Part time employees working at least 20 hours per week will receive pro-rated personal leave benefits.

Employees who are unable to report to work due to personal reasons should notify their direct manager, before the scheduled start of their workday if possible. The direct manager must also be contacted on each additional day of absence. An employee who is absent three consecutive days without notification of manager will be deemed to have resigned, consistent with applicable law.

Personal leave benefits will be calculated based on the employee's base pay rate at the time of absence and will not include any special forms of compensation, such as incentives, commissions, bonuses, or shift differentials.

Unused personal leave benefits will be allowed to accumulate until the employee has accrued a total of 5 days of personal leave benefits. If the employee's benefits reach this maximum, further accrual of personal leave benefits will be suspended until the employee has reduced the balance below the limit.

Unused personal leave benefits will not be paid to employees while they are employed or upon termination of employment.

## **Workers' Compensation**

In accordance with applicable state law, ASC provides its employees workers' compensation insurance. All employees are covered on their date of hire and 100% of the premium is paid by ASC.

If you are injured at work, you may be covered by workers' compensation. Coverage may include medical expenses and, if your injury results in a diminished work capacity, income replacement due to loss of work. All injuries, regardless of seriousness, must be reported immediately to your manager and the business administrator to facilitate the workers' compensation process.

ASC provides safe working conditions. If there appears to be an unsafe condition, however, you are responsible for bringing this to the attention of your manager or to the business administrator.

## **Jury Duty**

We encourage our employees to serve on jury panels and accordingly you will be allowed time off to do so. If possible, you should inquire about the duration of the jury trial in advance of accepting such service. If the anticipated duration of the trial causes a serious conflict at work you should request to be excused from jury duty at that time.

Regular full-time and regular part-time employees will be granted paid time off for jury duty upon written confirmation of your call to duty. ASC will pay all non-exempt employees regular pay for the first three days, or part thereof, of jury duty. After three days, ASC

will pay the difference between your regular pay and what you receive from the court. A statement of days, hours, and pay from the court must be given to your manager at the completion of each week of jury duty.

You are expected to work for any days, or parts of days, when your appearance in court is not required. If you are required to appear in court as a witness under subpoena or court order, you will be given time off to do so. If you have need to appear in court under other circumstances, time off may be granted at the discretion of your manager or the business administrator.

If you are called to jury duty during vacation time and are unable to postpone, you will be credited the number of vacation days used for jury duty.

## **Voting**

We encourage our employees to participate in all levels of government elections. Whenever possible, you should vote on your own time, either before coming to work, or after you leave for the day. If time off is needed, we will comply with applicable state law in granting additional time off while the polls are open. This time off must be approved in advance by your manager.

## **Life Insurance**

Life insurance offers you and your family important financial protection. ASC provides a basic life insurance plan for eligible employees.

All employees who regularly work 20 hours per week or more (except temporary employees) are eligible to participate in the life insurance plan after they have completed 30 days of service.

Eligible employees may participate in the life insurance plan subject to all terms and conditions of the agreement between ASC and the insurance carrier.

Details of the basic life insurance plan including benefit amounts are described in the Summary Plan Description provided to eligible employees. Contact the business administrator for more information about life insurance benefits.

## **Health and Dental Insurance**

ASC's health insurance plan provides employees and their dependents access to medical and dental insurance benefits. All employees who regularly work 20 hours or more per week (except temporary employees) are eligible to participate in the health insurance plan once they have completed 30 days of service. Eligible employees may participate in the health insurance plan subject to all terms and conditions of the agreement between ASC and the insurance carrier.

A change in employment classification that would result in loss of eligibility to participate in the health insurance plan may qualify an employee for benefits continuation under the Consolidated Omnibus Budget Reconciliation Act (COBRA). Refer to the Benefits Continuation (COBRA) policy for more information.

Details of the health insurance plan are described in the Summary Plan Description (SPD). An SPD and information on cost of coverage will be provided in advance of enrollment to eligible employees. Contact the business administrator for more information about health insurance benefits.

## **Long Term Disability Insurance**

ASC provides a long-term disability (LTD) benefits plan to help eligible employees cope with an illness or injury that results in a long-term absence from employment. LTD is designed to ensure a continuing income for employees who are disabled and unable to work.

All employees who regularly work 20 hours per week or more (except temporary employees) are eligible to participate in the LTD plan once they have completed 30 days of service.

Eligible employees may participate in the LTD plan subject to all terms and conditions of the agreement between ASC and the insurance carrier. Employees contribute 100% of the premium for LTD coverage, which enables the employee to receive any future benefits on a non-taxable basis, as provided by IRS regulations.

Details of the LTD benefits plan including benefit amounts, and limitations and restrictions are described in the Summary Plan Description provided to eligible employees. Contact the business administrator for more information about LTD benefits.

## **403(b) Retirement Savings**

ASC has established a 403(b) retirement savings plan to provide employees with some financial resources upon retirement.

All employees who regularly work 20 hours per week or more are eligible to participate in the 403(b) plan after one full year of service.

To be eligible to join the 403(b) savings plan, you must be 21 years of age or older. You may join the plan only during open enrollment periods. Eligible employees may participate in the 403(b) plan subject to all terms and conditions of the plan.

The 403(b) savings plan allows you to elect how much salary you want to contribute and direct the investment of your plan account, so you can tailor your own retirement package to meet your individual needs. Currently, ASC contributes 5% of an eligible employee's base salary to the 403(b) plan, regardless of whether the employee contributes or not, and matches up to an additional 2.5% of employee contributions.

Your contribution to a 403(b) plan is automatically deducted from your pay before federal and state tax withholdings are calculated, thus avoiding current taxes on your contribution. While the amounts deducted generally will be taxed when they are finally distributed, favorable tax rules typically apply to 403(b) distributions.

Complete details of the 403(b) savings plan are described in the Summary Plan Description provided to eligible employees. Contact the business administrator for more information about the 403(b) plan.

## **Flexible Spending**

ASC has established flexible spending accounts in order to allow employees to contribute pre-tax income to medical and/or dependent care accounts.

All employees who regularly work 20 hours per week or more (except temporary employees) are eligible to participate in the flexible spending program.

Contributions are deducted from your pay before federal and state tax withholdings up to the limits allowed by the Flexible Spending Account Plan. Employees may then use the money in these accounts in accordance with applicable regulations to pay for dependent care costs and/or allowable uninsured medical costs.

Contact the business administrator for more information about flexible spending accounts.

## **Additional Benefits**

For your convenience we offer:

- Direct deposit of your paycheck into your checking and/or savings account.
- Pre-tax (IRS code Section 125) deduction of insurance premiums, except long-term disability insurance premiums, which are paid with after-tax dollars.

# V. Leave of Absence Policy

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## **Disability Leave of Absence**

Regular full-time employees who have successfully completed 12 consecutive months of employment with ASC are eligible to for an unpaid leave of absence for up to 12 weeks per year due to a serious health condition.

## **Family Leave**

Full-time employees who have successfully completed 12 consecutive months of employment with ASC are eligible for an unpaid leave of absence for up to 12 weeks of leave related to the birth or adoption of a child under the age of 18 (or 23 if the child is disabled).

At the discretion of the senior minister, family leave may be granted to full-time employees who have successfully completed 12 consecutive months of employment with ASC for the serious health condition of the employee's child, parent, spouse, or spousal equivalent which requires the employee's participation in care.

All other requests for leave which are not within the terms set forth above may be granted only at the discretion of the senior minister.

## **Benefits**

An employee who is granted a leave pursuant to either the disability leave or family leave policies will maintain his or her anniversary date but will not accumulate vacation, sick or personal time during the unpaid absence. The employee's medical insurance coverage will continue and ASC will continue to pay its portion of medical insurance premiums. The employee portion of the premium, however, must be received prior to the first of each month. If the employee does not return to work from family leave on or before the end date of the leave and at the same number of hours per week that she/he previously worked, the employee will be liable for payment to ASC of all medical insurance premiums paid for the employee by ASC during the family leave. Earned vacation, sick and/or personal time may be used concurrently with an approved leave of absence so that the leave will, in effect, be paid to the extent the employee has accrued unused time under ASC's applicable accrual procedures. Total leave (both paid and unpaid), however, is not to exceed 12 weeks.

If a disability is related to childbirth, up to 12 weeks leave total may be taken. In other words, if an employee is temporarily disabled due to childbirth, she may not take 12 weeks of disability leave and then 12 weeks of family leave. These leaves must run concurrently.

## **Notice and Certification**

Individuals generally must notify ASC of a need for a leave 14 days in advance of its commencement. Employees also must inform the business administrator as to whether or not they intend to return to work following the expiration of their leave. In cases of disability leave, ASC requires medical certification regarding the reason for the leave and its expected duration. Periodic reports on your disability status may be requested throughout your leave and a fitness for duty certificate must be provided prior to returning to work at the conclusion of your leave. In cases of pregnancy only information about the anticipated departure and return dates will be required.

## **Return to Work from Family Leave**

Upon return from a family leave, employees will be returned to their previous position or to a similar position with equivalent pay, benefits and other terms of employment if they immediately return to work at the conclusion of the approved leave. An employee returning from family leave, however, has no greater right to reinstatement or to other benefits and conditions of employment than other employees who were continuously working during the leave period. ASC may not restore an employee on family leave to his or her previous or a similar position if other employees of equal length of service credit and status in the same or similar positions have been laid off due to economic conditions or due to other changes in operating conditions affecting employment during the period of such family leave.

## **Other Leave Provisions: Bereavement Leave**

ASC provides up to three days of paid bereavement leave benefits to all employees who regularly work 20 hours per week or more (except temporary employees and employees in the Introductory Period).

You may use up to three days for paid bereavement leave due to a death in your immediate family (spouse, domestic partner, child, stepchild, parent, parent-in-law, sibling, grandparent, legal guardian) or household. If you need additional time, you may take paid vacation, personal time, or an unpaid personal leave of absence with prior approval from the business administrator.

## **Other Leave Provisions: Military Leave**

Regular full-time and part-time employees who are called to active military duty or training will be granted a leave of absence without pay. Employees may use any accrued earned time to provide compensation during this period. During this leave, earned time will not accrue.

At the employee's option, medical benefits will be continued during military leave. During the first three months, ASC will pay the same percentage of the premium that would be paid if the employee were actively at work. After three months, medical benefits will

continue only if the employee has made arrangements to pay the full amount of the premium. Life and disability insurance cannot be continued during military leave.

ASC will comply with applicable state or other laws if they require more generous leave than that contained in this policy. Benefits under this policy, any other ASC policy, or applicable law, however, shall at all times run concurrently.

# VI. Should Your Employment End

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## **Voluntary Termination**

If you should choose to leave your job at ASC, you are encouraged to give your manager at least two weeks advance notice to facilitate the transition.

## **Involuntary Termination**

Consistent with ASC's employment at will policy, we may choose to terminate your employment at any time, with or without notice, and for any reason.

## **When You Leave**

You will receive all earned pay, including earned but unused vacation time. All outstanding balances with ASC must be paid in full on termination.

An exit interview may be scheduled with the business administrator and/or senior minister, at which time (1) the reasons for termination/resignation may be reviewed (2) keys to all ASC properties and all ASC materials and documents are collected, and (3) COBRA and any other benefits are explained.

## **References after Termination**

Should potential employers contact ASC for references for a terminated employee, only verification of position and dates of employment will be given. If you wish ASC to provide more information to a potential future employer, you will be required to sign a release form to authorize ASC to disseminate any additional information. This form relieves ASC from any liability for providing a substantive reference to outside entities or other employers.

## **Continuation of Coverage**

If you leave the organization (voluntarily or involuntarily), you will be eligible to continue your health coverage by paying 102% of the premium. Under the COBRA law, in most circumstances, you may continue coverage up to 18 months after your termination date.

The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under ASC's health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, or death of an employee; a reduction in an employee's hours or a leave of absence; an employee's divorce or legal separation; and a dependent child no longer meeting eligibility requirements.

Under COBRA, the employee or beneficiary pays the full cost of coverage at ASC's group rates plus an administration fee. ASC provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under ASC's health insurance plan. The notice contains important information about the employee's rights and obligations.