

HUMAN RESOURCE MANUAL

Personnel Procedures at First Unitarian Society

First Unitarian Society of Madison
900 University Bay Drive
Madison, Wisconsin 53705
www.fusmadison.org

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First Unitarian Society of Madison

Our Mission

First Unitarian Society of Madison (FUS) is a place where curious seekers gather to explore spiritual, ethical and social issues in a safe and nurturing environment. Unitarian Universalism supports the freedom of conscience of each individual, as together we seek to be a force for good in the world.

Bond of Union

We whose names are hereunto inscribed, desiring a religious organization in the spirit of Jesus of Nazareth, which shall make integrity of life its first aim and leave thought free, associate ourselves together as the First Unitarian Society of Madison and accept to its membership those of whatever theological opinion who wish to unite with us in the promotion of truth, righteousness, reverence and charity among all. *Adopted 1879, revised 1980.*

History

In 1879, the Wisconsin Conference of Unitarian and Independent Societies met in the State Capitol. Jenkin Lloyd Jones, uncle of Frank Lloyd Wright, delivered the Sunday address and fourteen new members subsequently pledged to support a Society. This marked the beginning of the First Unitarian Society of Madison (FUS). The congregation built a church on Wisconsin Avenue, where it met from 1886 to 1945, when the building was sold and land purchased for a larger church in Shorewood Hills. The commission for the new building was given to Frank Lloyd Wright, and was completed in 1951. The church expanded again in 2008, with the addition of a 500-seat auditorium designed by Kubala Washatko.

Building Location

FUS operates out of a campus of buildings at 900 University Bay Drive in Shorewood Hills, Wisconsin 53705. The phone number is (608) 233-9774 and the website is www.fusmadison.org

Organization and Governance

FUS is organized as a local autonomous congregation within the Unitarian Universalist Association (UUA), which serves almost 1,100 member societies throughout the world. We accomplish our purpose with the support of elected board officers, congregational committees, ministry teams and their leaders.

UUA Principles and Purposes

There are seven principles which Unitarian Universalist congregations affirm and promote:

- 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 congregation;
- 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.

Unitarian Universalism (UU) draws from many sources:

- Direct experience of that transcending mystery and wonder affirmed in all cultures, which moves us to a renewal of the spirit and an openness to the forces which create and uphold life;
- Words and deeds of prophetic women and men which challenge us to confront powers and structures of evil with justice, compassion, and the transforming power of love;
- Wisdom from the world's religions which inspires us in our ethical and spiritual life.
- Jewish and Christian teachings which call us to respond to God's love by loving our neighbors as ourselves;
- Humanist teachings which counsel us to heed the guidance of reason and the results of science, and warn us against idolatries of the mind and spirit;
- Spiritual teachings of earth-centered traditions which celebrate the sacred circle of life and instruct us to live in harmony with the rhythms of nature.

Grateful for religious pluralism that enriches and ennobles our faith, we are inspired to deepen our understanding and expand our vision. As free congregations, we enter into this covenant, promising to one another our mutual trust and support.

Employment Guidelines

This Human Resource Manual (HRM) provides employment guidelines for FUS employees and supervisors. These guidelines are in place to help understand what an employee can expect during employment at FUS, and what each supervisor should know concerning how to best conduct Society business.

General Approach to Work

FUS exists as an organization to serve its members. We are supported by those we serve, and we ask that all employees treat one another and the members of the Society, regardless of position or title, with dignity and respect. It is hoped that employment with FUS is a rewarding experience, based on mutual satisfaction and respect. Continued employment depends on the needs of the Society and the employee's ability to satisfy performance and conduct standards.

Collaboration and Supervision

FUS is an organization with a history of strong member involvement in the life and work of the congregation. Some staff members work closely with members in accomplishing their tasks; others work with committees, ministry teams, and other organizational units. Always, the working relationships between members and staff are intended to be close and supportive. However, direct supervision for staff is the responsibility of the designated supervisor and Executive Director rather than any individual or group within the congregation.

Courtesy

It is important to remember to treat members, callers, guests, and fellow employees with courtesy at all times. This includes maintaining polite behavior, a demeanor of willingness, and generosity in providing that which is needed.

Confidentiality

We owe it to the Society and the people we serve to keep all appropriate information within our areas of responsibility confidential. Those staff or members handling the database will be expected to sign a confidentiality form.

Personnel Records and Information

FUS maintains a file of basic information on each employee. This file contains the employee's employment application, employment letter with benefit information, resume, emergency information, appraisal forms, and other pertinent information. Because staff records are used for a variety of purposes important to employees and the Society, employees are asked to inform the Executive Director promptly in writing of changes to their home addresses, email, telephone and emergency information.

Access to Employee Files

An employee may review his or her employment file and obtain a copy of material in that file. Any employee may request correction of factual information in this file and also has the right to file a statement challenging or explaining any evaluation material in the file. An employee may file a grievance to correct evaluation material in the file, using a process listed later in this manual. Only the employee, the employee's immediate supervisor, the Executive Director, the Co-Senior Ministers, the Office Manager and those persons authorized by law will have access to employee's files.

Employee Reference Information

Any request for information regarding a present or former employee of the Society should be referred to the Executive Director. Recommendations will be handled by direct supervisors in consultation with the Executive Director.

Staff who are also FUS Members

If you are an employee who is also a member of the congregation, your rights as a congregant are superseded by your responsibilities as an employee. For instance, as an employee, you may not be eligible to receive pastoral counseling from a Minister of this Society if such counseling could compromise the employee/employer relationship. Rather, you will need to find another place where such spiritual and pastoral counseling needs can be met. Any member considering employment should be aware that becoming an employee will result in a change in her/his relationship with the Society.

Staff as Volunteers

FUS benefits greatly from time volunteered by its members and friends. Staff members, too, may find that they want to contribute to FUS by volunteering their time. Because volunteer work in any area at FUS may have implications for a staff member's paid role, it is imperative that the line be clearly drawn as to which portions of the employee's time/activities are paid and unpaid. All staff members must clear any potential FUS volunteer work, in advance, with their supervisor. In order to avoid any inadvertent conflicts with Federal labor standards, staff members working in FLSA "non-exempt" positions may take on volunteer responsibilities only in areas completely unrelated to the responsibilities of their staff position. For instance, an office assistant may participate in the choir but may not volunteer time for any office-related tasks. Any questions about the appropriateness of a staff member's volunteer involvement should be referred to the Executive Director prior to the performance of any volunteer work.

Job Openings and Selection

The notice of a job opening is posted on the Society's website and in other appropriate venues, depending on the nature of the position. All persons working in positions with FUS are hired in consultation with the Executive Director and Co-Senior Ministers. All applications are screened by the Executive Director and the intended supervisor as appropriate. Qualified applicants will then be interviewed by the immediate supervisor and such others as are recommended by the supervisor. A recommendation for employment is made to the Executive Director, who makes the final appointment.

A society member will not be given preference for hire, transfer or promotion and will not be hired, transferred or advanced unless the member is the best qualified candidate for the position. Although volunteering at FUS can provide valuable experience, it is not a track to employment, and these two roles will be kept separate and distinct.

Nepotism

No FUS employee may be a supervisor to a member of his or her family. [See the appendix for relationships included in the term “family”.] FUS prohibits any employees who are family members from working in the same chain of command. No current FUS employee or immediate family member may be a member of the Board of Trustees. Employees are required to disclose any changes in their personal situations, which may relate to this issue.

Letters of Employment

Upon employment, each employee receives a letter of employment that sets forth the terms and conditions under which the employee and FUS agree to work together. The letter includes the hours of work for the position, starting salary, length of initial trial employment, benefits, date of first performance review, and a copy of the pertinent position description.

Salary Review

Salaries are to be reviewed and adjusted annually, in line with the UUA Standards for Staff Compensation. Each position, via a UUA Capsule, has a compensation range associated with it, structured within a minimum (min), midpoint (mid), and maximum (max) recommendation. FUS adheres to the “Step Model” proposed by the UUA Office of Church Staff Finances for moving staff within these compensation ranges. The range between the minimum and midpoint is divided into 10 equal parts. Each equal part becomes a step. The minimum is step “0”. We hire at 0 for minimum qualifications, up to step 2 or 3, based on relevant professional or life experience. One step is added per year of FUS tenure for years 1-4, then 1 step per 2 years, up to step 7. We then add steps for exceptional performance and/or significant relevant training after ten years. Calculations are adjusted annually as the UUA modifies its salary range number to reflect new compensation norms.

Compensation adjustments are usually allocated as of the new fiscal year, beginning July 1. Supervisors recommend merit adjustments as a part of the regular budget development process. Decisions regarding annual salary or budgets are expressed to the staff in writing.

Conflict of Interest Disclosure

Employees may engage in outside employment and are encouraged to participate in community activities. However, outside activities are not permitted if they create a conflict of interest or the unacceptable appearance of a conflict of interest, or if they interfere with the performance of employment responsibilities at FUS. An employee should never act as a representative of FUS while engaged in outside employment.

Employees shall notify the Executive Director and Co-Senior Ministers of all outside employment, before or shortly after starting that employment, and of any participation in community activities that might be seen as creating a conflict of interest. The employee shall discuss with the Executive Director and supervisor how to ensure outside employment or activity does not interfere with the performance of employment duties at FUS. Work regarding ceremonies for weddings and other life passages are outlined under separate FUS procedures, and are not covered by this provision.

Training and Development

FUS recognizes the value of employing competent and conscientious employees. It assumes that all employees can contribute to their own development by identifying opportunities for improvement through study, education, and development. Decisions on specific training opportunities are made jointly by the employee, the supervisor, the Co-Senior Ministers, and the Executive Director in light of the Society’s mission, financial situation and current goals, and the needs of an individual employee.

Nondiscrimination Compliance

FUS is committed to the standards of all applicable federal, state and local laws, and furthermore, is aware of its moral obligation to all people. The Society's procedure is to afford equal employment opportunities to qualified persons in all aspects of the employment relationship, including recruitment, hiring, compensation, promotion, transfer, training, layoff, discharge, and retirement. Perceived violations of guidelines for equal opportunity should be brought to the immediate attention of the Executive Director, Co-Senior Ministers or President of the Board. In the case of unresolved complaints, any employee has the right to file a formal complaint with the Equal Opportunity Commission or the Wisconsin Department of Work Force Development, Equal Rights Division.

Freedom from Discrimination and Harassment

FUS affirms its commitment to maintain a work environment free from discrimination and harassment based on gender, color, ethnicity, religion, national origin, age, marital status, disability, sexual orientation, or any other basis protected by law. Background experience in the Society or within the UU movement may be a bona fide occupational requirement for a specific position.

The Society expressly prohibits harassment of its employees in any form, including unsolicited remarks, jokes, gestures or physical contact, display or circulation of written or electronic materials or derogatory pictures directed at any of the categories cited. This policy extends to all business of the Society and actions of employees and non-employees, including members, volunteers, visitors, and independent contractors, on or off Society property, during or outside of work hours. Each employee is expected to support this procedure in daily contact with fellow employees, members of the Society, and visitors.

Sexual Harassment

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

- Submission to such conduct is made a term or condition either explicitly or implicitly to obtain or maintain employment;
- Submission to or rejection of such conduct by an individual is used as a factor in decisions affecting such individual's employment;
- Such conduct has the purpose or effect of interfering with an individual's employment or creating an intimidating, hostile, or offensive employment environment.

Examples of conduct prohibited by this procedure include:

- Offering or implying an employment-related reward (such as a promotion or raise) in exchange for sexual favors, submission to sexual conduct, or other prohibited conduct.
- Threatening or taking of a negative employment action (such as termination, demotion, denial of a leave of absence) if sexual conduct is rejected.
- Unwelcome sexual advances or repeated flirtations. Unwelcome intentional touching of another person or other unwanted contact.
- Intentional physical contact (including patting, pinching, or brushing against another person's body).
- Asking unwelcome questions or making unwelcome comments about another person's sexual activities, dating, personal or intimate relationships.
- Unwelcome whistling, staring, or leering at another person.
- Unwelcome sexually suggestive or flirtatious gifts, letters, notes, e-mail, or voice mail.

Reporting Harassment

Any employee who believes that he or she is being subjected to any form of harassment should immediately report the incident to the Executive Director without fear of reprisal. (See FUS Policy Manual 2.c.7.) If this is not appropriate, the employee should contact the Co-Senior Ministers, President of the Board, or Chair of the Personnel Committee. Confidentiality will be maintained to the greatest extent possible.

Complaints or reports of harassment will be promptly investigated in all appropriate circumstances. Upon receiving a harassment complaint, the Executive Director and Co-Senior Ministers will jointly appoint an investigator (who may be the Executive Director) to conduct a thorough and objective investigation. Although investigations will be conducted with sensitivity to confidentiality issues, investigative information will be communicated as appropriate to those with a need to know. In determining whether alleged conduct constitutes harassment, the context in which the alleged incidents occurred will be investigated and considered. If the investigation confirms the allegation, prompt corrective action will be taken. The employee who filed the complaint will be notified of the outcome of the investigation and the general nature of the remedial action taken.

Retaliation against an employee for filing a bona fide complaint of discriminatory harassment or for providing information in good faith regarding another employee's complaint will not be tolerated. However, an employee determined to have knowingly made false statements concerning alleged harassment or discrimination may be subject to discipline up to and including the termination of employment.

Smoking

Smoking is prohibited in the buildings of the First Unitarian Society, including the Lower Meeting House, Meeting House Nursery School, and the Isom House Annex. Smoking is also prohibited outside all entrances to the buildings. Those who smoke near the FUS buildings are asked not to litter the sidewalks or grounds.

Substance Abuse

In the case of substance abuse, the Society may require an employee to undergo a screening test to determine the presence of alcohol or drugs in his or her system. The results of such tests will remain strictly confidential except where disclosure is required by law. Circumstances that make such tests appropriate include, but are not limited to:

- Possession, use, transfer, or sale of alcohol or illegal substances during working hours or on FUS property;
- Exhibiting behavior normally associated with person(s) under the influence of drugs or alcohol;
- Involvement in an on-the-job accident where the employee's use of drugs appears to be a contributing factor.

The Society offers an employee who is suffering from chemical dependence an opportunity for assistance or rehabilitation. If a screening is positive, the Society may require the employee to undergo further assessment and evaluation, and, where appropriate, it may require the employee to participate in a treatment program as a condition of continued employment, in addition to other appropriate disciplinary action.

Violation of any portion of this procedure will subject an employee to disciplinary action which may include termination of employment. Unfortunately, the Society is unable to provide ongoing assistance to employees with problems that prove intractable following the prescribed regimen of treatment and rehabilitation.

Difficulties on the Job

Employees are encouraged to discuss with the Executive Director and supervisors such issues as job performance, job satisfaction, work conditions, suggestions for improvement, differences of opinion with co-workers, difficult work relationships, procedural interpretations, or personal problems that may be affecting job performance, free from any concern over retaliation.

Supervisors are expected to speak directly to employees concerning a work-related problem. See the Disciplinary Process of this manual for procedures to be followed when necessary, which provide, in all but the most serious or unusual circumstances, notice to the employee that his or her job may be in jeopardy and an opportunity to correct the problem.

Hours of Work and Reporting

The First Unitarian Society's business hours are Tuesday, Wednesday, and Thursday from 10:00 a.m. until 2:00 p.m. Full-time positions at FUS are based on a work week of 35 hours. Because of the nature of the work of FUS, it is normal that some staff will have regular work weeks that include Saturdays or Sundays. Specific hours of work are described for each employee in his/her job description. Because the Society needs to be able to depend on its employees to be at work on time, attendance and punctuality at work are very important.

Absence or Tardiness

If an employee is unable to work or is unable to arrive at work on time, she or he should notify the immediate supervisor when possible, but no later than 9:15 a.m. Note that the approval of a supervisor for a particular absence or tardiness does not insulate the employee from a review or possible disciplinary action due to the total number of absences in a period.

Timesheets

To ensure accurate records regarding compensation, all employees must keep timesheets documenting the total hours worked each day, often in Paychex or other electronic means. It is on the basis of these timesheets that pay is computed for hourly employees, as well as personnel records regarding benefit time including personal days, vacation, sick leave and compensatory time. It is the responsibility of each employee to ensure that her or his work time has been accurately recorded. The supervisor of each employee is expected to review the timesheets before submitting them for payment.

Payroll

Employees receive their paychecks twice monthly. Paychecks are issued after timesheets have been recorded and verified. The payroll periods at the FUS run from the 11th through the 25th (with paycheck on the 30th) and the 26th through the 10th (with paycheck on the 15th).

Employment Categories

A position description will be prepared for each position on FUS staff, indicating the general functions, specific duties and minimum qualifications required, and its Fair Labor Standards Act (FLSA) status. In addition, each position is assigned a salary or hourly rate of pay through the annual budget process. For purposes of determining the applicability of various procedures, practices, and benefits, employees are classified by the nature of the position to which they are assigned and by their regular work schedule.

Exempt and Non-Exempt Employees

Employees who are subject to state or federal minimum wage and overtime laws (as codified in the Federal Labor Standards Act or FLSA) are referred to as "non-exempt" employees. Those in executive, professional and administrative positions who are *not* subject to such regulation are referred to as "exempt" employees. The FLSA status of your position is included in your position description.

Positions exempted from the FLSA are executive and administrative employees as defined by state and federal law; these positions are usually paid a predetermined salary commensurate with their position. Exempt employees *work as required* to fulfill the job requirements and do not receive overtime compensation. They may check with their supervisors during extraordinarily busy times to arrange for compensatory time, which may be granted, when, in the supervisor's discretion, it

is appropriate and circumstances permit. Compensatory time should be taken within the same or next pay period from the time it was earned. Compensatory time does not accrue.

If your position is non-exempt, you will be paid overtime, at the rate of one and one half times your regular hourly rate of pay, for any hours worked beyond 40 hours in a given work week. However, non-exempt employees must obtain advance permission from the Executive Director before working more than 40 hours in a work week. Non-exempt employees may not accrue compensatory time in lieu of overtime pay.

Classifications

Pastoral Ministers and Senior Staff

Individuals employed by the Society for pastoral ministry and its senior managerial staff (the Executive Director and Music Director) serve the Society under terms and conditions set forth in a contract or employment agreement negotiated between the individual and members of the Society designated by the Board of Trustees. These positions are understood to be “exempt” from the Fair Labor Standards Act and employment in them may be full- or part-time as defined below. All conditions not explicitly addressed in the contract are governed by the terms set forth in this manual.

Regular Employees

Full-time employment consists of an obligation to work 40 hours per week, year-round, for a term that is not time limited. Full-time employees are eligible for all benefits described in this manual, so long as they meet the applicable requirements, such as length of service.

Part-Time Employees

Part-time employment consists of an obligation to work a fixed number of hours per week less than 40, year-round, for a term that is not time limited. Part-time employees are eligible for only those benefits that they have been promised in writing by the Executive Director or that are stated in this manual to be available to part-time employees.

Casual Employees

Casual Employees generally work fewer than 20 hours per week and have no assurance of specific hours of employment weekly. The Society provides no benefits beyond those mandated by federal regulations or that have been promised in writing by the Executive Director.

Temporary or Limited-Term Employees

Temporary or Limited-Term Employees are those hired with the understanding that their employment will not continue beyond a stated date or beyond completion of a specified project or projects. They are eligible for only those benefits that they have been promised in writing by the Executive Director.

Independent Contractors

Independent contractors are not employees; they are governed entirely by the provisions set forth in the contract negotiated with the Society. A copy of this manual may be provided, not to control the contractor but rather to provide the contractor with a description of this work culture.

Volunteers

Volunteers donate time without expectation of compensation or benefits.

Position Descriptions

To assist in orienting employees to their jobs and to convey a clear understanding of job expectations, every paid position at FUS has a position description, a copy of which is provided to the staff member with his/her appointment letter.

Position descriptions at FUS are meant to describe the core areas of responsibility for each position, as well as the main characteristics and skills required to execute those responsibilities. Position descriptions also include information

regarding level of appointment, FLSA status, classification (regular, limited-term, part-time), supervisor, and the assigned UUA Capsule(s).

Position descriptions are not, and are not meant to be, exhaustive lists of all duties involved in each position. Individual supervisors, or staff members in consultation with their supervisor, may develop such lists as an aid to clarifying expectations, if they find this useful. Existing position descriptions are reviewed annually by the staff member and his/her supervisor at the time of the staff member's performance review to ensure accuracy.

Ministers

Ministerial position descriptions are developed by the Co-Senior Ministers in consultation with the Board and other relevant bodies, such as a search committee. Final approval of ministerial position descriptions is made by the Board. Ministerial position descriptions are documents separate from the contract for employment, though such contracts may include some information from the position description. The Executive Director reviews all ministerial position descriptions for completeness, as well as for consistency with applicable laws and FUS formats. In no case is a position description to be understood as a contract for employment.

Senior Staff

Position descriptions for senior staff are developed by the Co-Senior Ministers, who makes final decisions regarding them. The Executive Director reviews all senior staff position descriptions for completeness, as well as for consistency with applicable laws and FUS formats. In no case is a position description to be understood as a contract for employment.

Staff

Except for ministerial and senior staff position descriptions, recommendations for new positions descriptions and changes to existing position descriptions are made to the Executive Director, who makes a final determination about the position description and works to ensure consistency among FUS position descriptions.

As FUS grows and changes, the nature of some jobs is likely to change on a temporary or on-going basis. If concerns arise about the accuracy or currency of a position description during the year, these should be discussed with the supervisor and recommendations for change forwarded to the Executive Director. Approval of a position description does not imply or guarantee funding for that position.

Please keep in mind however, that supervisors have the authority to assign related duties, responsibilities, or functions, even though the duties have not been included in the past or are not specifically mentioned in the job description. Changes to the position description are made when a job has undergone significant change; it is unusual for a position description to be reviewed more frequently than once a year. New position descriptions may be developed by the Executive Director or the supervisor of the relevant area, or both, in consultation with other staff and member groups as appropriate. They are approved by the Executive Director, who may consult with the Co-Senior Ministers in so doing.

Using UUA Standards for Staff Compensation, and local data as an additional equity reference, the Executive Director, Co-Senior Ministers and supervisor will assign a pay range to each position. The Executive Director may consult the Personnel Committee for advice on setting such compensation.

Benefits

The following is a brief description of various benefits offered by the Society. For a more detailed description of the benefits offered under these plans, please consult the plan documents that are available from the Executive Director and Office Manager. Coverage and benefits are determined by the insurance carrier or provider as outlined by these documents. FUS reserves the right to modify, amend, or terminate any benefit offered to current employees or retirees.

Employees working more than 750 hours per year (approx. 15 hours per week) but less than 40 hours are entitled to **vacation, personal time and sick leave benefits** on a prorated basis. For example, an employee working 30 hours would get $\frac{3}{4}$ of the benefits of a full-time employee. Those working under 750 hours per year (approx. 15 hours per week) receive no benefits or pro-rated vacation or sick days. The specific benefits for every employee will be listed in the letter of employment to avoid any confusion.

Vacation and personal time are reset July 1 of each year. Sick time continues to accrue.

Health Insurance

To varying degrees, health and dental insurance coverage is available to all employees, who are scheduled to work at least **750 hours per year (15 hours per week)**. A staff member who wishes to become a member of the health and/or dental plans may join at the time employment begins with the Society or during the insurance carrier's open enrollment period each year.

All full-time staff members and their dependents have the option of registering for a health insurance plan under the insurance carrier currently providing coverage to FUS staff. FUS currently covers 80% of the premium for said coverage of the employee and 50% for all dependents. A dental plan is also provided at the same 80%/50% rate. Deductibles and co-pays are the responsibility of the employee.

For employees regularly scheduled between 30 hours and 40 hours per week, the Society's portion of the insurance premium is shared on a prorated basis between the Society and the employee. Employees regularly scheduled to work at least **750 hours per year (15 hours per week), but less than 1560 hours per year (30 hours per week)**, may select to purchase health and dental insurance coverage from the insurance carrier currently providing coverage to FUS, at their own expense.

Congress passed the landmark Consolidated Omnibus Budget Reconciliation Act (COBRA) health benefit provisions in 1986. The law provides for continuation of group health coverage that otherwise might be terminated. Employers with 20 or more employees are usually required to offer COBRA coverage and to notify their employees of the availability of such coverage, and FUS will do so in full compliance with the law. This usually means the employee, his or her spouse, and/or children may continue participation at their own expense for eighteen (18) months after leaving the employ of the Society. Employees must notify the Society within sixty (60) days of their intent to continue coverage.

Retirement Plans - The UUA Pension Plan

The UUA has a defined contribution pension that meets the requirements of the 1954 Internal Revenue Code Section 401(a). Employees who have reached their one-year anniversary of employment with the FUS and work more than 1000 in their initial 12 months of employment, are eligible to participate in the pension plan. Vesting (ownership of the funds by the employee) occurs after completion of one (1) year of uninterrupted service, unless the new employee already has an active pension plan with the UUA, in which case they are immediately eligible for pension distributions. If a new employee fails to work 1,000 hours during their initial 12 months, then the 1,000-hour requirement may be met in any subsequent fiscal year. Once a plan participant fulfills the year of eligibility service requirement, they remain eligible for employer contributions, even if they work fewer than 1,000 hours in subsequent years.

Any employee, from their first day of employment, can opt to make their own tax-deferred employee contributions.

FUS makes an annual contribution in the amount of ten percent (10%) of an eligible employee's salary to the pension plan.

Upon leaving the employment of First Unitarian Society, an employee may receive his or her funds or may choose to leave the funds in the plan until age 70. A request for the withdrawal of pension funds is submitted directly to the UUA Human Resources Office. Currently, the UUA Pension Plan is the only plan to which the Society makes contributions on behalf of its employees.

Life and Disability Insurance

FUS does not provide life and disability insurance for employees other than pastoral ministers. However, life and disability coverage is available at the employee's expense.

FICA

Under the Federal Insurance Contribution Act or “Social Security” (FICA), FUS pays one-half (½) of FICA taxes; the other half is deducted from employee paychecks. Ministers do not have the FICA deducted and must arrange for payment individually. The Society is required by law to list FICA and Medicare as separate amounts on pay stubs.

Workers Compensation Insurance

All employees are covered by Workers Compensation Insurance under the laws of the State of Wisconsin and are eligible for coverage on the date of employment. Employees do not make contributions toward Workers Compensation; FUS pays the full premium. This coverage is for accident or injury related to or as a result of one’s employment. Any accident or injury occurring during working hours must be submitted to the supervisor and the Executive Director in a written, signed report, completed by the employee within 24 hours of the accident or injury. If the work-related accident or injury requires treatment by a physician, the employee may go either to an emergency room or to the physician approved by the Society’s insurance carrier. Medical bills and a doctor’s signed statement on the nature and treatment of the work-related injury or accident should be submitted to the Executive Director, who will fill out all reports required with the compensation insurance carrier.

Holidays

FUS recognizes the following nine (9) paid holidays during each calendar year for full-time employees:

- New Year’s Day
- Dr. Martin Luther King, Jr. Day
- Memorial Day
- Juneteenth (June 19)
- July 4th
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas
- Day after Christmas

At the discretion of the Co-Senior Ministers, the Office of the Society may close early on New Year’s Eve.

If an employee works on a paid holiday, compensatory time may be taken. For full-time employees, if the holiday falls on a normal day off, including a Monday or a Friday, compensatory time may be taken within the same period. Compensatory time should be scheduled with one’s supervisor, using a Time-Off Request form. Holiday pay is not cumulative and cannot be carried forward from one year to another, nor is it compensatory upon termination or retirement. Religious holidays, such as Rosh Hashanah, Yom Kippur, and Good Friday, may be observed as a personal day.

Vacation

FUS realizes that employees benefit emotionally and physically from having time away from work. Therefore, the regular use of vacation allowances is strongly encouraged. In general, full-time employees should plan one vacation annually of at least one week.

Full-time employees receive two (2) weeks or eighty (80) hours vacation annually, accrued at 3.3 hours per pay period during the first year of employment. Thereafter, vacation is accrued on an annual basis: two (2) weeks or eighty (80) hours during years one through five of employment; three (3) weeks or one-hundred-twenty (120) hours annually thereafter.

Generally, tentative approval of dates will be honored; however, staff needs to be aware that if conditions change, they may be asked to select alternative dates. Vacation is meant to be taken, not accrued. In rare circumstances where more than one week of vacation is to be carried forward into the next fiscal year, the approval of the Executive Director or Co-Senior Ministers is required.

On termination, unused vacation, accrued to a maximum of five (5) weeks or two-hundred (200) hours is payable at the then current wage to the employee. Employees may not receive compensation in lieu of unused vacation days except upon termination. Compensation upon termination will only include those days accrued up until the termination date. Though vacation days are applied at the start of each fiscal year (after one year of employment) it is still technically accrued over your period of working, not on the date applied. Upon employment termination, the actual vacation time is recalculated.

Personal Days

Persons hired between July 1 and October 30 of any calendar year may take three (3) personal days in that same fiscal year (July 1 – June 30). Those hired between November 1 and Feb 29 may take two (2) personal days. Those hired after March 1 may take one (1) personal day. All personal days must be scheduled with the employee's supervisor no less than two (2) days in advance. Personal days are pro-rated for employees who work 20 hours or less each year, according to percentage of a full-time schedule. For example, an employee who works 20 hours is entitled to 12 actual hours of time.

Sick Leave

FUS provides four (4) hours of paid sick time per pay period for full-time employees and prorated for all other regular employees, according to percentage of a full-time schedule. In instances where earned sick leave credit is insufficient to cover sick leave with pay, the staff member must use personal days and/or vacation time to avoid loss of pay through a leave of absence.

An employee who is sick or disabled should call his or her direct supervisor or the Executive Director at the scheduled starting time of each day of illness or disability and explain the reason for the absence. The absence is then recorded by the employee on his or her timesheet. Since regular daily attendance is necessary to accomplish assigned work, when a staff member uses repeated periods of sick leave, the situation should be discussed by the supervisor and the employee, and arrangements should be made to restore a good employee attendance record. To aid in the resolution of such a problem, the Society, at its discretion, may require the employee to provide a physician's statement of the condition warranting absence(s) and the anticipated amount of sick leave the employee can reasonably be expected to need.

When illness or injury causes an employee to lose more than one continuous week of work, unless the employee is in the hospital and the Society has a clear understanding of the absence, a physician's statement showing the expected duration of the absence must be submitted to the supervisor or the Executive Director during the second week of the absence. Thereafter, periodic physician's statements may be required.

In addition to employee illness or injury, it is permissible to use sick leave for the following:

- Visits to a doctor or dentist or to hospitals or clinics for personal medical attention. If an appointment must be made during working hours, it should be scheduled to minimize the interruption of work for that day.
- Time off to care for a member of the employee's family who is ill or has suffered an injury. [See the appendix for relationships included in the term "family".]
- Leave of absence for the birth or adoption of a baby.

The Society recognizes that some employees may not derive tangible benefits from this sick leave procedure due to good luck or personal choice. Full-time employees who, at the time of separation from employment, have been employed for at least two (2) years or have accumulated more than one-hundred-fifty (150) hours of sick-leave hours will receive pay out at the rate of their hourly compensation times 25% of the accumulated sick leave hours, up to a maximum of \$2,000. This compensation will be paid to the employee in his or her final paycheck and will be subject to withholding as wages. Sick leave is not otherwise paid out at termination.

Family Leave

FUS is not covered by the state or federal Family and Medical Leave Acts. However, FUS recognizes that there are times when employees require time away from work for medical reasons. Thus, following twelve (12) months of continuous employment, employees may take six (6) weeks of paid family leave and six (6) weeks of unpaid leave to care for a family member (as is defined in appendix) with a serious health condition (as is defined by FMLA).

Unpaid leave may draw upon accrued vacation, personal, sick, and unpaid leave. Medical certification may be required. All employees who take family leave must give thirty (30) days notice or, in the case of unforeseen circumstances, as much notice as practicable. If a position cannot be held open during the duration of the leave, a similar position will be found for the returning employee. Health insurance benefits will continue during the leave.

Condolence Leave

A maximum of five (5) days of paid leave will be granted for full-time employees in the event of life-threatening illness or death in an employee's family. [See the appendix for relationships included in the term "family".]

Unpaid Leave of Absence

In reasonable cases, leaves of absence without pay may be granted at the discretion of the Executive Director, after consultation with the employee's direct supervisor, the Co-Senior Ministers, the Chair of the Board and the Chair of the Personnel Committee. Except in cases of an emergency, the Society must be given reasonable notice to allow time to consider such a request and to make arrangements for covering the employee's work. A request for a leave of absence must be submitted in writing to the Executive Director with an explanation of the reason for the request.

Important factors in the consideration of requests will be unusual circumstances, the employee's length of service, his or her attendance and work record, the workload, and overall staffing conditions. Pension, vacation, other paid time-off or termination benefits do not accrue during the leave period. During the leave period, no other benefits apply, although the employee may maintain health insurance at her or his expense.

Jury Duty

A leave of absence will be granted for an employee to serve on a jury. During a period of jury duty, the employee shall receive his or her regular compensation. Any payment made to the employee for jury duty shall be transferred to the Society. Part-time employees will be compensated on a prorated basis, if required to serve on jury duty on a scheduled work day and the payment received for such duty does not equal the employee's typical hourly wage.

Severe Weather

Extreme or severe weather conditions may force the cancelation of services or regular work days. Following the "FUS Weather Cancelation Process" protocol, Senior Staff decide and communicate when FUS shuts down due to inclement weather. If weather emergencies require the closing of the office, employees will be paid as if they had worked. Employees who work when the office is closed will be given one hour of compensatory time for every hour worked.

If FUS offices do not shut down, weather conditions may still prevent employees from getting to work on time, or even getting to work at all. As with any absence or late arrival, employees should contact their direct supervisor as soon as possible to explain the circumstances. If roads are impassable, or public transportation is not operating because of weather conditions, employees should make every effort to come to work after conditions improve.

Employees who report late to work after having made an earnest effort to report to work on time and were unable to do so shall be allowed to make up for time lost during the current pay period. Make-up time shall be at a regular rate of pay or it may be charged to vacation allowances.

Overtime and Compensatory Time

FUS makes every effort to avoid requiring support staff to work overtime. However, in unusual circumstances, it may be necessary. Then, for non-exempt employees, hours worked beyond 40 in a work week are considered overtime. For hours worked in excess of 40 in a work week, the employee will be compensated at the rate of one and one-half (1½) their regular rate of pay for each hour worked. Non-exempt employees are not to work overtime without prior written approval of the Executive Director. Paid leave such as sick time, vacation time or personal time do not count as hours worked for overtime purposes. Approval for overtime may be obtained by following the process outlined below, using the “Overtime Approval Form” available in the Appendix to this manual.

Administrative staff are exempt from regulations of the Fair Labor Standards Act, which governs the compensation of Society support staff. However, we recognize that circumstances may require the employee to work a significant number of hours beyond those in a typical workweek. In such cases, the employee may schedule additional time off with his or her supervisor. Such time is not accrued, should not be recorded on timesheets, and no benefits for such time are given at the termination of employment.

Overtime Approval Process

- Overtime must be approved in advance.
- Overtime requests are made in writing, on the FUS Overtime Approval form, at least 7 days in advance of the overtime to be worked.
- The form is filled out by the staff member, signed by the supervisor, and submitted to the Executive Director for final approval.
- The Executive Director will return the form to the supervisor within 2 working days, to ensure that the supervisor is able to track the approval.
- The supervisor provides a copy of the approved form to the staff member within 2 additional days.
- The staff member keeps a copy of the approved form and makes one copy to give to the Office Manager.
- The staff member records the overtime worked on her or his electronic time sheet.
- When processing payroll, the Office Manager puts through only the overtime for which has an approval form.
- The Office Manager will bring any unapproved overtime recorded on the time sheet to the Executive Director attention before including it in a payroll.

Employee Performance

Trial Employment Period

All employees are hired on an initial six (6) month trial basis. This period allows the employee to become familiar with the work requirements and to give that person's supervisor adequate time to observe the employee on the job before recommending “continuing” status. Supervisors of new employees conduct a performance evaluation with the employee and provide a written summary of the review to the Executive Director at the end of three (3) and six (6) months’ employment. In addition to these performance evaluations, the supervisor should also provide ongoing feedback to the employee during the trial period.

If employment is terminated during this period, the standard procedure is that, except under unusual circumstances, the employee is given two (2) weeks’ termination notice during which he or she is not to report to work. Three (3) paid sick days are provided during the trial employment period, but no other time off is granted, except in extraordinary situations (such as a death in the family).

Satisfactory completion of the trial period should not be considered a guarantee of continuing, future, or permanent employment with the First Unitarian Society.

Performance Appraisals

FUS believes that employees should be kept informed, on a regular basis, of the quality of their performance. Performance appraisals provide and facilitate opportunities for employees, their supervisors, and members of the wider congregational community to evaluate performance, and to identify potential improvements in overall processes and systems, specific task accomplishment and the working environment. They also provide one basis for employee education and training.

The formal performance appraisal process is implemented on an annual basis. However, employees with questions, concerns, or problems about their jobs should raise them promptly with their supervisors. Similarly, members of the Society are encouraged to raise concerns regarding employee performance with the employee's supervisor, the Executive Director, or the Co-Senior Ministers.

While the performance appraisal process may affect general compensation, the results are intended to be positive and supportive rather than negative or disciplinary in nature.

Expectations

The Society expects that its employees will conduct themselves in a manner consistent with the highest standards of professional conduct in a harmonious and pleasant work environment. Behavior that does not meet these standards includes:

- Repeated violations of procedure;
- Consistently poor work habits, including careless work, failure to complete work assignments on time, and failure to follow directions;
- A pattern of behavior that shows a lack of respect or courtesy toward a fellow employee or any other person; and
- Disruptive or disorderly conduct.

Such behavior will not be tolerated, shall be grounds for immediate disciplinary action, and may result in termination of employment. In addition, any breach of trust or behavior that shows a serious lack of dependability or good judgment, such as theft, conflicts of interest, insubordination, falsification of records, or destruction of property, may be grounds for immediate discipline, up to and including discharge.

Disciplinary Process

Prior to Performance Issues Arising

Employees should make their supervisors aware of any issues that are affecting, or that may affect, their work performance, whether such issues involve job duties, work relationships, family problems, personal difficulties, or something else. However, if the issue involves the working relationship with another employee, the employee is encouraged to talk to the other employee directly and attempt to resolve the issue before reporting it to the supervisor. In return, when an employee reports a problem, supervisors should listen, counsel, and assist employees to the best of their ability and to the extent practicable.

Actions upon the Initial Occurrence of a Performance or Behavior Issue

A supervisor who becomes aware of a performance or behavior issue with an employee, even an extremely serious one, shall discuss the matter with the employee. If the supervisor believes that the matter is a minor one that is resolved by the discussion, no further action need be taken. However, if the supervisor does not believe that the matter is a minor one that has been resolved, further action should be taken.

Actions to Deal with a Performance or Behavior Issue

If the supervisor does not believe that the matter is a minor one that has been resolved, the supervisor should in all cases inform the next level of management and document the performance or behavior issue and the conversation with the employee in a note or memorandum placed in the employee's personnel file. The Executive Director should also be informed if the next level of management is not the Executive Director.

Progressive Discipline Policy

In general, FUS will be inclined to follow a procedure of progressive discipline. However, the choice of further action(s) will be determined by the circumstances, including the nature of the performance or behavior issue -- its seriousness, its immediacy, and its potential impact on FUS, on its membership, and on its other employees -- as well as the employee's work record, attitude, and prior discipline. The choice of appropriate disciplinary action(s) cannot be prescribed in detail, but any or all of the following are possible:

- a. The supervisor may give the employee a verbal warning regarding the performance or behavior issue, to be documented in the employee's personnel file.
- b. The supervisor may give the employee a written warning regarding the performance or behavior issue, with a copy placed in the employee's personnel file.
- c. The supervisor may prepare, with or without the employee's cooperation, a written corrective action plan. Such a corrective action plan should describe the performance or behavior issue, state what the employee should or should not do in the future, and set a time period following which the supervisor will review with the employee whether the corrective action has been effectively taken. Implicit in a corrective action plan is a warning that further discipline may be taken if the plan is not successfully implemented.

Actions a., b., and c. above may be implemented by the supervisor without involving the next level of management other than informing it of the actions taken. The actions below may be taken only after consulting with and gaining the written approval of the FUS Executive Director.

- d. After consulting with and acquiring the approval of the Executive Director, the supervisor may suspend the employee for a period of time with pay.
- e. After consulting with and acquiring the approval of the Executive Director, the supervisor may suspend the employee for a period of time *without* pay.
- f. After consulting with and acquiring the approval of the Executive Director, the supervisor may temporarily demote the employee, either by reducing the employee's pay, or altering the employee's job responsibilities, or both.
- g. After consulting with and acquiring the approval of the Executive Director, the supervisor may permanently demote the employee, either by reducing the employee's pay, or altering the employee's job responsibilities, or both.
- h. The supervisor may recommend to the Executive Director that FUS terminate the employee's employment. The Executive Director will inform and consult with the Co-Senior Ministers, and any decision to terminate will be made jointly by the Executive Director and the Ministers. The Executive Director will notify the President of the Board of the decision.

Although the steps above reflect FUS's preference for a system of progressive discipline, they will not all be used in every situation. The list is intended to give a supervisor maximum flexibility in crafting a solution that allows a positive employment relationship to continue, and typically no more than two or three of these actions will be used in any situation. FUS retains the discretion to determine what it believes to be the most appropriate response to the given situation and to impose it. The employment relationship for non-contract employees at FUS remains "at will", meaning that either party can terminate the employment relationship at any time, for any legal reason.

Grievance Process

Prior to the Filing of a Grievance

An employee who feels that s/he is being treated unfairly should discuss the situation with his/her supervisor, or the Executive Director if the complaint involves the supervisor, in order to determine whether there may be legitimate reasons for the perceived unfairness.

Filing a Grievance

If the employee continues to feel that s/he is being treated unfairly over any condition of employment, s/he may file a written grievance. If possible, the grievance should reference the FUS procedure, from the Personnel Manual, that is being violated. The grievance should be filed with the supervisor, or with the Executive Director if the complaint involves the supervisor.

Management Response

The person with whom the grievance is filed will investigate the matter, meet with employees as necessary, attempt to resolve the issue, and document the process in writing.

Resolution by Grievance Officer

If the internal process is not effective in resolving the grievance and the employee wishes to continue the process, the issue will be referred to the FUS Grievance Officer, who will be appointed when needed by the Personnel Committee. The Grievance Officer will review the written report, confer with the Personnel Committee in order to assure compliance with FUS procedures, investigate the matter and meet with employees if necessary, and prepare a written final decision. The appointed FUS Grievance Officer may be the Executive Director.

Reporting to the Board of Trustees

The Executive Director will notify the President of the Board of Trustees if a grievance is filed, and later when the grievance is resolved, but will not involve the President or the Board in the process.

Effect of Grievance on Personnel Actions

The filing of a grievance does not operate to suspend any personnel action that may be the subject of the grievance. For example, if the employee is complaining that s/he was unfairly suspended without pay, s/he will remain suspended without pay for the period initially determined, unless and until the decision leading to the suspension is reversed. Similarly, FUS has no obligation to keep a terminated employee on the payroll or enrolled in benefits not ordinarily available to terminated employees, pending completion of the grievance process. Also, depending on the nature of the reason for the termination, FUS may or may not offer benefits that would ordinarily be available to terminated employees. However, if the action is reversed the Executive Director may determine, in his/her discretion, that the employee should be reimbursed for some or all of the pay and/or benefits lost during the interim.

Employment Separation

There comes a time during any period of employment when the employee retires, separates voluntarily, or is involuntarily separated from that employment. Involuntary separation may occur for disciplinary reasons or as a result of reorganization or reduction in the workforce. The following section addresses the mutual responsibility the Society and the employee have when employment ends. It should be noted that terminating an employment relationship with FUS does not prevent the employee from continuing or starting a relationship as a member of FUS. On the other hand, it should be noted that the nature of any existing membership relationship may change, depending upon the circumstances of the separation.

Voluntary Separation

Any employee who voluntarily leaves employment with FUS is expected to give as much notice, in writing, as possible. The Society would appreciate at least two (2) weeks' notice and hopes the employee will strive to give thirty (30) or more days' written notice. If the employee has been employed for more than six months, and gives proper notice, the employee will be paid all outstanding wages as well as any earned and accrued vacation time.

Retirement

Any retirement benefits available to the employee consist of those that may be received under such retirement plans as are referred to in the benefits section. The employee will be paid all outstanding wages, as well as any earned vacation time not taken during the current vacation period.

Involuntary Separation

Involuntary separation occurs when the Society terminates an individual's employment. The State of Wisconsin is an "employment at will" state, and the relationship between FUS and its non-contract employees is legally defined as employment at will, which means such employment may be terminated without penalty by either party, with or without cause or advance notice. Separation may be the result of a performance or behavior issue, or for causes entirely unrelated to the employee, such as reorganization or reduction in the workforce.

Unsatisfactory Performance

In the event of unsatisfactory performance, an employee will be informed of the deficiencies and given a reasonable opportunity to correct them. This will be done verbally at first, and then, if not corrected within thirty (30) days, with written warning that his or her employment will be terminated if the deficiencies are not corrected. Before such a written warning is conveyed, the employee's supervisor is required to consult with the Executive Director and Co-Senior Ministers. If the deficiencies are not corrected, the employee will be dismissed by the Executive Director, in consultation with the supervisor and the Ministers.

Serious Misconduct

In instances of serious misconduct, dismissal may be immediate, without notice, and without severance. However, the decision to dismiss shall be made by the Executive Director only after consulting with the employee and then in consultation with the Co-Senior Ministers and the President of the Society. Depending on the nature of the misconduct, FUS will determine whether the employee is eligible for any separation benefits.

Layoff

An employee who has been employed for more than six (6) month and who is dismissed for reasons of reorganization or reduction in the workforce will be paid all outstanding wages as well as any earned vacation time not taken during the current vacation period, and will be provided such separation benefits as have been established by the Society. Every attempt will be made to give the employee sufficient notice and aid in finding a new position.

Conclusion

Employees should familiarize themselves with this Human Resource Manual, as it will provide answers to many questions you may have about your employment at FUS. It applies to all regular staff, whether full-time, part-time, limited-term, exempt or nonexempt, except where otherwise stated. However, nothing in the Human Resource Manual or in any other written or unwritten procedures and practices of the First Unitarian Society creates an express or implied contract, promise or representation between FUS and any employee. Wisconsin is an "employment-at-will" state, so the default contract of employment is "at will" for all non-contract employees. This means that both the employee and employer are generally free to terminate the employment relationship at any time and for any reason, as long as the reason is not illegal or in violation of public policy.

From time to time, changes in the Human Resource Manual will become necessary. Therefore, FUS reserves the right to amend, supplement or rescind provisions of this Manual. Moreover, because it is impossible to anticipate every situation that may arise, FUS reserves the right to address a situation in a manner different from that described herein if, in FUS's discretion, the circumstances so warrant. If there are any concerns with language or procedures in the Human Resource Manual, please bring them to the Executive Director, Co-Senior Ministers, Personnel Committee or Board of Trustees for resolution.

Appendix

Definitions

Family. For purposes of the nepotism, sick and medical care, and condolence leave sections, the term includes the following relationships:

- Parent/Step-parent
- Spouse/Domestic Partner
- Child/Step-child
- Brother or Sister/Step-brother or Step-sister
- Grandparent/Step-grandparent
- Grandchild/Step-grandchild
- Parent-in-law
- Daughter-in-law/Son-in-law
- Legal guardian/Person for whom the employee is a legal guardian