

# **Personnel Policy Manual**

For

**The First Unitarian Church of Des Moines**

1800 Bell Avenue  
Des Moines, IA 50315

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Personnel Manual Acknowledgement

## **WELCOME**

Welcome to The First Unitarian Church of Des Moines. We are glad to have you as a member of our staff and hope you will enjoy working for the congregation and contributing to our values-based religious community.

Working together, we will help to ensure that the administrative, operational, and other needs of the congregation are met. This will support volunteer members of our congregation to do their work.

This Manual is not a contract and it may be modified or changed at any time. Make sure you review any subsequent editions of the Manual each time it is revised.

If you have any questions or suggestions concerning information in this Manual, please feel free to contact the Director of Finance and Administration (DFA).

Again, welcome!

## ABOUT THIS MANUAL

This Manual has been prepared to help staff members understand some of the policies and procedures of The First Unitarian Church of Des Moines (referred to herein as "Employer" or "Congregation"). Employees should familiarize themselves with the content of this Manual, which provides important information about our expectations, policies, procedures and benefits. Nothing in this Manual is intended to create or creates an employment agreement, express or implied, or a contract that employment or any benefit will be continued for any period of time.

Because every situation cannot be anticipated, this Manual provides only a general overview. In applying the policies and procedures in this Manual, the Congregation will take into consideration the specific facts and circumstances of each situation.

All employees are hired on an *at-will* basis. This means that an employee may terminate the employment relationship at any time, for any reason, with or without notice, and the Congregation retains the same right.

As a progressive and evolving organization which must respond to operating needs and other circumstances, it is inevitable that changes and modifications in policies, procedures, and benefits will occur from time to time. This version of the Manual replaces all previous personnel policy manuals or handbooks and any inconsistent policies.

If you have any questions or comments about this Manual, or if you need more information, please ask your Supervisor or DFA. The Congregation encourages employee comments and suggestions.

## I. CONFLICT WITH EMPLOYMENT CONTRACTS

Some staff members may be employed under an explicit contract. Wherever this manual conflicts with an employment contract, the contract will take precedence.

## II. DIVERSITY, INCLUSION, and EQUAL EMPLOYMENT OPPORTUNITY

Unitarian Universalist principles affirm the inherent worth of each human being and commit us to work towards justice, equity, and compassion in human relations. The Congregation believes that policies advancing diversity, equity, and inclusion are essential in creating social change responsive to historical and current practices of discrimination. In addition, we believe that significant diversity among our staff makes for a richer, more dynamic organization. Our Congregation is committed to addressing the systemic prejudices and biases found within all parts of society by, among other things, working to ensure that all staff are trained to understand, welcome, and better serve a multiracial, multiethnic, increasingly diverse community, and to enhance the ability of each individual to live our values of justice, equity, and interdependence.

The Congregation affirms its commitment to inclusion and equal employment opportunity for all individuals. Decisions about recruiting, hiring, training, promotions, compensation, benefits, and all similar employment decisions will be made in compliance with all federal, state, and local laws and without regard to race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, disability, veteran status, genetic information, as well as a classification not listed here but protected by law.

The Congregation may nonetheless consider religion in the hiring and terms and conditions of employment to fill a position for which religion is relevant to the fulfillment of the Congregation's mission.

## III. MISCONDUCT PROHIBITED

**Misconduct** is prohibited. The term "misconduct" includes speech or behavior that is illegal or that this policy identifies as misconduct. Misconduct is prohibited on the Congregation's premises and in any work-related setting or event outside the premises, for example, meetings, social events, or other Congregation-related activity. The four areas of misconduct this policy expressly identifies and describes are **discrimination**, **harassment**, **sexual harassment**, and **retaliation** for reporting misconduct or resisting misconduct. In addition, if a person receiving a report of misconduct has a duty to act on the report, that person's failure to act is also a form of misconduct prohibited under this policy.

Misconduct is a serious matter. If this policy specifies a person as someone to whom a report of misconduct is to be made, that person must act upon it promptly in accordance with the Safety Policy so that it can be investigated as described in the Safety Policy. Although an investigation is to be conducted with as much sensitivity and confidentiality as possible, when appropriate, investigative information must be communicated to people who have a need to know.

If an investigation determines that misconduct has occurred, the Safety Response Team must recommend a timely and appropriate response, which may result in disciplinary action up to and

including termination of the misconductor's employment or, if the misconductor is not a staff member, termination of the misconductor's relationship with the Congregation.

## **A. Discrimination**

**Discrimination** based upon a legally protected status or classification, or any status or qualification listed in Article I, is a form of misconduct under this policy.

## **B. Harassment**

**Harassment** based upon or in reference to a legally protected status or classification, or any status or qualification listed in Article I, is misconduct under this policy. The Congregation is committed to promoting an environment that is professional and respectful. An employee is required to behave with concern and respect toward colleagues, Congregation members, contractors, and people whom the congregation serves. An employee is also entitled to be free from harassment by Congregation members or other people the employee may encounter while acting on behalf of the Congregation.

Harassment is verbal or physical conduct that may offend, denigrate, or belittle someone because of or in reference to a status or classification listed in Article I. Harassment includes pictures, jokes, comments, epithets, innuendoes, name-calling, or any other behavior creating or contributing to an environment that is derogatory, intimidating, hostile, or offensive to anyone.

An employee who believes that they have been harassed by another employee, their Supervisor, a Minister, a congregant, or any other person the employee encounters in the course of employment should report the misconduct immediately to their Supervisor. If the misconduct is their Supervisor, or if the Supervisor is unavailable, the report may be made to the Senior Minister, the Board President, or a member of the Safety Response Team (listed in the Safety Policy). In addition, the UUA Ministries and Faith Development Staff Group is available to assist if the misconduct is by a minister.

## **C. Sexual Harassment**

**Sexual harassment** is a form of harassment and therefore is misconduct prohibited under this policy. To be clear about what behavior constitutes sexual harassment, this section specifies the prohibited conduct.

- I. Unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature constitute sexual harassment when:
  - submission to the conduct is made either explicitly or implicitly a term or condition of employment;
  - submission to or rejection of such conduct is used as a factor in employment decisions affecting an individual; or
  - the conduct unreasonably interferes with an individual's employment or creates an intimidating, hostile, or offensive employment environment.
- II. Examples of conduct that may constitute sexual harassment depending on the circumstances include, but are not limited to, the following:
  - An unwelcome sexual advance (whether or not physical touching occurs), sexual assault,



or coerced sexual acts;

- A request for sexual favors in exchange for actual or promised benefits such as a favorable review, a salary increase, a promotion, or other benefit;
- An unwelcome suggestion regarding, or invitation to, a social engagement or social event;
- An indication (express or implied) that an aspect of employment conditions depends or may depend on the granting of a sexual favor or on a willingness to accept or tolerate conduct or communication of a sexual nature;
- Unwelcome or coerced physical proximity or physical contact that is of a sexual nature or is sexually motivated;
- Use of an offensive or demeaning term that has a sexual connotation;
- An inappropriate remark of a sexual nature;
- A sexual gesture, suggestive comment, a sexually insulting comment, sexual epithets, jokes, or name-calling, or written or spoken references to sexual conduct;
- Communication or display of a sexually suggestive object, image, cartoon, recording, or computer website, whether in paper, audio, video, or electronic form;
- Gender stereotyping, such as when a person's conduct or traits are asserted to be inappropriate in that they do not conform to the other person's ideas or perceptions about how individuals of a particular gender should act or look; or
- Hostile actions taken against an individual because of that individual's sex, sexual orientation, or gender identity or expression (for example, name-calling, undesirable work assignments, or interference with an individual's work area, equipment, or ability to do their job).

An employee who believes they have been sexually harassed (whether by another employee, their Supervisor, a Minister, a congregant, or any other person the employee encounters in the course of employment) should report the misconduct immediately to their Supervisor. If the report involves the Supervisor, or if the Supervisor is unavailable, the report may be made to the Senior Minister, the Board President, or a member of the Safety Response Team (listed in the Safety Policy). In addition, the UUA Ministries and Faith Development Staff Group is available to assist if the misconduct is by a minister.

#### **D. Retaliation**

**Retaliation** against an individual who makes a claim of misconduct or who participates in the investigation of a claim of misconduct is itself a form of misconduct prohibited under this policy. Retaliation includes behavior such as shunning or avoiding an individual who reports misconduct (including the reporting of retaliation); express or implied threats or intimidation intended to prevent or inhibit an individual from reporting misconduct; or the denial of employment benefits because an applicant or employee has reported misconduct or has participated or intends to participate in the reporting and investigation process

## **E. Procedure to Resolve An Employee Complaint of Misconduct**

A member of staff who believes they have been the target of misconduct should take the following steps:

1. Immediately report the misconduct (orally or in writing) to your Supervisor. If the Supervisor is unavailable, the report may be made to the Senior Minister, the Board President, or a member of the Safety Response Team (listed in the Safety Policy). If your report of misconduct involves your Supervisor, report it instead to the Senior Minister. If the Senior Minister is the person whose conduct is at issue, report the misconduct to the Board President a member of the Safety Response Team.
2. You may be asked to put your experience in writing; please do unless you have a reason not to do so.
3. Under our Safety Policy, the Safety Response Team investigates misconduct. The Team will talk with you first.
4. The Safety Response Team will normally also interview the person accused of the misconduct and any witnesses.
5. The Safety Response Team will recommend appropriate action to the Senior Minister (or, if the Senior Minister is the accused, to the Board President). You will be notified when the recommendation has been carried out, or if not, the reason for delay.
6. You or the person accused of misconduct may object to the action the Response Team recommends. If so, either of you may seek a review by the Board of Trustees. The decision of the Board will be binding upon all parties.
7. If the misconduct is by a minister, the UUA Ministries and Faith Development Staff Group is available to assist you. The UUA's process is separate from our internal process,.

## **IV. ACCOMMODATION OF DISABILITIES**

In compliance with state and federal law, the Congregation provides reasonable accommodations to enable an individual with a disability to perform the essential functions of their job. If an employee is unable, or finds it difficult, to perform all the functions of their job due to a disability, they should inform their Supervisor or Senior Minister about the disability and discuss the type and nature of any assistance or adjustment that would enable the employee to perform the essential functions of the job.

In most cases, the Congregation will need medical documentation of the disability and of possible accommodations. The Congregation may also need regular discussions with the employee to determine what, if any, accommodations are appropriate, the employee's continuing need for accommodations, and the effectiveness of the accommodations provided. The Congregation may also ask to speak to the employee's physician or health care provider to help the Congregation assess the need for and the appropriateness of the proposed accommodations

and to ensure that the employee can safely perform the essential functions of the job with the accommodations. The Congregation may also ask the employee to submit to an independent medical or other appropriate examination, at the Congregation's expense.

## V. CATEGORIES OF EMPLOYMENT

### A. Full- or Part-Time Employment

**Full-Time Employee:** An employee who regularly works 12 months of continuous full-time service at 40 hours or more per week is considered a full-time employee.

**Part-Time Employee:** An employee who regularly works less than full-time is considered a part-time employee.

**Benefit-Eligible Part-Time Employee:** A benefit-eligible part-time employee is one who is regularly scheduled to work at least 30 hours per week. For the purpose of **paid time off**, a benefit-eligible part-time employee is one who is regularly scheduled to work at least 15 hours per week.

**Casual/Temporary Employee:** An employee who works full or part-time for a specific time period, including during peak or seasonal periods, for a specific project, to fill in for an absent regular employee (or for other reasons) for a limited period of time is considered a casual/temporary employee. Casual/Temporary employees are entitled to benefits consistent with the provisions of benefit plans offered by the Congregation or as required by law.

**At Will.** Regardless of whether an employee is scheduled to work for a limited period of time the employee will be considered "at-will."

### B. FLSA Definitions

Employees are also categorized as either **Non-Exempt** or **Exempt** for purposes of the minimum wage and overtime provisions of the Fair Labor Standards Act ("FLSA").

**Non-Exempt Employees** are compensated based on the number of hours worked each workweek and are entitled to be paid the minimum wage and overtime for hours worked over 40 in a workweek.

**Exempt Employees**, who are employed in an executive, administrative, or professional position which meet certain requirements, are paid on a salary basis, and are exempt from the minimum wage and overtime provisions of the FLSA.

**Ministerial Exception:** Ministers, and other employees who perform "essential religious duties," are exempt from FLSA requirements under the ministerial exception (sometimes called the ecclesiastical exemption). Under this exemption, other employees, such as religious educators or music directors, might be classified as exempt depending upon their specific responsibilities. Unlike the FLSA exemptions, the ministerial exception is dependent only on responsibilities, not salary.

## **VI. WORK SCHEDULES AND PAY**

### **A. Orientation**

A new employee's Supervisor or a designated staff member will introduce the employee to co-workers and orient the new employee to their work area and job responsibilities. In some cases, a written job description has been prepared that contains a summary of duties and responsibilities (recognizing that it is impossible to list or to describe all the duties of a particular job).

Moreover, from time to time, changes in jobs will occur to reflect temporary or long-term changes in staffing or operational needs. An employee's Supervisor has the authority to assign duties, responsibilities, or functions to staff they supervise even though the duties have not been assigned to that staff member in the past or are not specifically mentioned in the staff member's job description.

### **B. Employment Authorization under Federal Law**

Federal law requires that prospective employees must show proof of eligibility to work in the United States by completing Form I-9 within 3 days of time of hire. When applicable, employees must provide an original document or documents to the employee's Supervisor/Minister that establishes identity and employment eligibility from the date employment begins.

### **C. Hours of Work**

An employee's Supervisor or the Senior Minister will establish individual work schedules, which may change from time to time based on the needs of the Congregation and at the discretion of the Supervisor/Senior Minister. Attendance at meetings outside of established work schedules at the request of the employee's Supervisor/Senior Minister will be considered time worked. Employees may occasionally be required to attend staff retreats or off-site events which are relevant to their positions.

### **D. Meal and Break Periods**

Employees are encouraged to take a 10-minute break for each 4-hour work period. Such breaks are paid but may not be accumulated or added to the end of the day to shorten the work day. Employees working more than a 6-hour period are required to take a 30-minute unpaid meal break. The time of meal and break periods will be scheduled at the discretion of the Supervisor/Senior Minister. Employees should not perform any work during their meal period. For non-exempt employees, any time worked during meal breaks is compensable, including time they need to be available for work (e.g., to answer phone or door). As with breaks, the 30-minute unpaid meal period may not be accumulated or used to shorten the work day.

### **E. Timekeeping and Overtime**

Non-exempt employees must submit a written or electronic record of their time worked on a weekly basis, consistent with the recordkeeping provisions of the Fair Labor Standards Act (“FLSA”) and state law.

From time to time, employees may be required to work in excess of their regularly scheduled hours. Any time worked by a non-exempt employee in excess of 40 hours in a workweek will be overtime which must be approved in advance. Paid holidays, sick days, vacation days, or any other paid time off does not count as time worked for purposes of calculating overtime. Non-exempt employees will be paid time-and-one-half for all hours over 40 in a workweek. Exempt employees do not receive overtime pay when working in excess of 40 hours.

#### **F. Pay and Payroll Deductions**

The Congregation strives to offer its employees equitable and competitive wages and salaries commensurate with its ability, resources, and sound policy. Pay adjustments generally will be considered for all employees once a year, with any adjustments effective at the beginning of the fiscal year. There is no guarantee of an annual pay adjustment. Pay adjustments are usually based upon such factors as individual performance, job responsibilities, and other appropriate factors, such as increases in the cost-of-living as well as changes to UUA salary recommendations.

Deductions made from employees’ wages are reflected on a pay stub. Federal law requires deductions from pay for income tax, Social Security, and Medicare. Other deductions may include state and/or local taxes or wage garnishments. Some deductions, such as voluntary retirement contributions, or medical or other benefit cost-sharing, are optional and are made only if the employee has authorized the deduction. Paychecks and pay stubs should be reviewed when they are received. If an employee believes a mistake has occurred, or if there are any questions, the employee should notify their Supervisor or the Senior Minister immediately.

Employees are paid semi-monthly, on the 15<sup>th</sup> and last business day of the month. Pay will be by check and available on payday, or (at the employee’s request) electronically deposited into the employee’s checking account each pay period. To authorize direct deposit, provide the required information to the Director of Finance & Administration (hereafter referred to as the “DFA.”)

#### **G. Corrections of Errors in Pay**

It is the Congregation’s policy to comply with federal and state laws governing payment of wages, and the Congregation makes every effort to ensure employees are paid correctly. Occasionally, however, mistakes may happen. If mistakes occur, the employee should call them to the DFA’s attention immediately. The DFA will promptly investigate the issue and make any corrections necessary.

### **VII. PERSONNEL INFORMATION AND FILES**

It is very important that employees keep up-to-date information provided to the Congregation at the time of hire or requested from time to time. This information is essential for many purposes, including benefit administration, mailing information to the employee’s home, and contacting friends or family in case of emergency. Please notify the DFA promptly of any changes in:

- Address and telephone number;
- Marital status (including legal separation);
- Legal change in employee's name;
- Changes to hours or salary;
- Dependents;
- Changes in beneficiaries;
- Person to notify in case of emergency; and
- Any relevant changes in licensing or education.

The Congregation maintains a personnel file for each employee that contains new hire paperwork, performance reviews, and other documents related to the Employee's employment. An employee is allowed to write their response to any document added to the file. Employees may review the contents of their file in the presence of their Supervisor or the Senior Minister at a mutually agreed upon time.

## **POLICIES APPLICABLE TO EMPLOYMENT**

### **A. Absenteeism and Tardiness**

Each employee is expected to maintain good attendance and to report to work on time. Absence and lateness hinder the effectiveness of our work and must be kept to a minimum. Excessive absenteeism or repeated tardiness may result in discipline up to and including termination of employment.

Personal appointments should be scheduled before or after work hours, if possible. All scheduled absences must be approved in advance by the Supervisor or Senior Minister. Employees who are unable to report to work at their scheduled time must call their Supervisor/Senior Minister as soon as possible to report the absence and the expected time of return to work. Employees must call in each day they are absent, unless otherwise authorized by their Supervisor/Senior Minister. An employee's absence or late arrival is subject to approval by the Supervisor/Senior Minister; however, approval of a particular absence by the Supervisor or Senior Minister does not insulate an employee from a review of the total number of absences or late arrivals in any given period of time.

Unscheduled absences (such as returning late from lunch or leaving work before the end of the workday) must be approved by the employee's Supervisor/Senior Minister. If the employee expects to be absent the following day, they should inform the Supervisor/Minister of that fact at the same time. An employee who fails to report to work without notice for three or more consecutive days will be considered to have voluntarily terminated employment, effective immediately.

## **VIII. PROFESSIONAL CONDUCT**

### **A. Appearance**

Employees should maintain a professional appearance appropriate to their position and the Congregation. Name badges should be worn at all times, but especially when employees are on duty on Sunday or at congregational events.

## **B. Alcohol and Illegal Drugs**

The Congregation maintains a drug-free workplace. The use, possession or distribution of any illegal drug (or prescription drugs not possessed or being taken according to medical direction) on Congregation premises or at Congregational events is prohibited. Under no circumstances may an employee appear at work while intoxicated or under the influence of alcohol (or smelling of alcohol); illegal drugs; or prescription drugs not taken in accordance with medical direction. A violation of this policy may be grounds for immediate disciplinary action up to and including termination.

The Congregation recognizes that responsible consumption of alcohol might be acceptable at occasional functions, but generally, the workplace is alcohol-free. At a function where alcohol consumption is acceptable, staff members are expected to uphold an atmosphere of professionalism and respect for those who choose not to imbibe. Any staff function at which alcohol is served must first be cleared with the Supervisor or Senior Minister. It is expected that an employee who consuming alcohol on the premises will do so in moderation and in the spirit of maintaining a safe and comfortable environment for all.

## **C. Smoking**

The Congregation is a smoke-free workplace. Smoking and vaping are not allowed anywhere on Congregation property, both inside and outside the Congregation's building.

## **D. Confidentiality**

In the course of employment, an employee may have access to confidential information about the Congregation, including but not limited to information about members, friends, or other staff members. Such information must remain confidential and may not be released, removed from the Congregation's premises, copied, transmitted, or in any other way used for any purpose by an employee outside the scope of their employment. An employee has the right to use and share information about their personal wages and benefits.

Any request for information concerning a past or present employee should be directed to the Supervisor/Senior Minister.

## **E. Computers, Internet, Email and Other Resources**

The Congregation provides a wide variety of communication tools and resources to staff for use in running day-to-day business activities. Whether it is the telephone, voice mail, fax, scanner, internet, intranet, e-mail, text messaging, or any other Congregation provided technology, use should be reserved for legitimate business use and not for more than incidental personal use.

All communication via tools provided by the Congregation or used for Congregation-related business should be handled in a professional and respectful manner. Inappropriate use includes, but is not limited to:

- communication constituting misconduct under Section II;
- accessing, displaying, downloading, "liking" or distributing any offensive or inappropriate messages that, if generated by an employee, would constitute misconduct, or the perusal or downloading of which is prohibited by law (for example, pornography);

- transmitting any of the Congregation's confidential or proprietary information, (including member/friend data) or other materials covered by the Congregation's confidentiality policy.

The Congregation reserves the right to monitor and review the content of an employee's e-mails, regardless of source, or the use of the Internet at any time on a computer owned by the Congregation. The same holds true for email from a Congregation-related email address regardless of the device used to access it. Staff should not consider their Internet usage or work-related email communications to be private. Personal passwords are not an assurance of confidentiality, and the Internet itself is not secure.

All materials, information and software created, transmitted, downloaded or stored on the Congregation's computer system are the property of the Congregation and may be reviewed and inspected at the Congregation's discretion. The exception to this rule is that intellectual property of a staff member, such as but not limited to: creative writing, art, sermons, blogs, service scripts, etc. which may be entered in the system as part of a work project (a worship service, an RE curriculum or event, etc.) remain the intellectual property of the individual staff member and that all future usage rights to that intellectual property are retained by the staff member.

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

Prior authorization from the DFA is required before introducing any software into the Congregation's computer system.

Only authorized staff members may communicate on the Internet on behalf of the Congregation. Any account established on behalf of the Congregation must be authorized and all access information, including passwords, must be communicated to and maintained by the appropriate staff member(s) on behalf of the Congregation. An employee may not express opinions or personal views that could be construed as being those of the Congregation.

With prior authorization, employees may use their own personal electronic devices (computers, tablets, phones, etc.) for work-related purposes, provided the devices have appropriate security software and the employee agrees to follow appropriate data protection and back-up practices. An employee may download and use files or software belonging to the Congregation for Congregation-related work if the employee has express written permission from the Congregation and ensures that proper documentation is maintained regarding the files downloaded in the event that future retrieval is required. The terms of employment require that the employee agrees to return Congregation files and documents to the extent practicable, and to delete any and all Congregation-related documents and copies thereof from any such device(s). Further, the employee will be removed from all access to UCDSM files.

The employee is responsible for maintenance, repair, or replacement of a personal device required or used, irrespective of the amount of work usage or the cause of the damage, unless the congregation agrees to the contrary in writing. The employee must provide the Congregation



with immediate notice if a personal device containing Congregation software or files is damaged, lost, or stolen.

## **IX. CONFLICT OF INTEREST/OUTSIDE EMPLOYMENT**

Employees shall not engage in any outside (non-Congregational) employment or business activity that is incompatible or in conflict with their duties, functions, or responsibilities as an employee. Activities that may constitute a conflict include use of the Congregation's time, facilities, equipment, or supplies, or the use of the title, prestige, or influence of the congregation, for private gain or advantage. An employee must obtain the prior approval of their Supervisor/Senior Minister before engaging in any outside employment or business activity.

An employee shall not engage in any outside activity that (by its nature, hours, or physical demands) would impair the employee's performance of Congregation duties; reflect negatively on the Congregation; or tend to increase the Congregation's obligations or costs for benefits such as sick leave or long-term disability benefits.

If the Congregation and the employee disagree that outside employment creates a conflict of interest or the appearance of a conflict of interest, the Congregation has the right to make the final determination.

## **X. EMPLOYMENT OF RELATIVES AND MEMBERS**

### **Family Members**

Members of an employee's family may be considered for employment; however, one relative may not supervise another. "Relative" means a spouse, domestic partner, parent, sibling, child, grandparent, grandchild, or person in a close personal relationship with the employee

### **Congregation Members**

Permanent full-time employees of the Church shall not be members of the Church. A member who accepts full-time employment with the Church shall be deemed to have resigned their membership effective with the date of their employment.

An hourly employee is not permitted to work overtime without pay. An hourly employee who is a member of the Congregation cannot perform their work tasks in a volunteer capacity. They are permitted to volunteer in the Congregation in another capacity not related to their employment.

## **XI. MEDICAL DOCUMENTATION**

From time-to-time, employees may be required, as a condition of employment, to undergo a medical examination or otherwise to provide the Congregation with requested documentation, for example, to provide evidence of the existence or duration of a medically required absence or the ability to return to work.

## **XII. VEHICLE USAGE AND EXPENSE REIMBURSEMENT**

An employee who uses their own vehicle for congregation-related business may be paid mileage at the current business rate per mile as established by the Internal Revenue Service. Mileage will be reimbursed monthly upon request by the employee and approval by the DFA. To qualify, the vehicle usage must be authorized by the employee's Supervisor. To use a private vehicle of

Congregation purposes, an employee must have a current and valid driver's license and proof of insurance. The employee may not take unauthorized passengers on such a trip. A ticket or fine for parking or traffic violations are the responsibility of the employee. The employee must pay all fines promptly and will not be reimbursed by the Congregation; nor may an employee use professional expenses to pay fines or penalties.

When an employee is driving on Congregation-related business, the use of hand-held cell phones or texting is strictly forbidden.

Other (non-vehicular) expenses an employee incurs on behalf of the Congregation will be reimbursed according to the Congregation's expense reimbursement policy.

### **XIII. SAFETY AND ACCIDENTS**

The safety of employees, as well as that of members and visitors, is of paramount concern. All employees are expected to abide by accepted safety standards and any other congregation policies regarding safety. These policies are Operating Policies available on the Congregation's website. In addition, each employee is required to know the whereabouts of fire extinguishers, first aid kits, and defibrillators.

Any unsafe condition, equipment or practice an employee notices should be reported immediately to their Supervisor. Any on-the-job accident or injury to an employee, no matter how minor, should be reported immediately to their Supervisor and to the Congregation's workers compensation insurance carrier. In the event of a fire or other emergency, an employee present and able to do so is required to call fire department and/or other emergency services (911) immediately and all staff, members of the congregation, or others who present are required to leave the premises. Any staff member present and able to do so is required to assist and direct people to exit the building.

### **XIV. PERSONAL PROPERTY**

The Employer is not responsible for damage to or loss of personal property, including loss or damage to vehicles or other property in or on congregation property. Employees should report any lost items to their Supervisor so that the item can be returned if it is found. If an employee finds an item, the employee should immediately turn it in to their Supervisor or person designated by the Supervisor/Senior Minister.

### **XV. WORKPLACE THREATS AND VIOLENCE**

Threats, threatening behavior, or acts of violence against persons by anyone on Congregation property will not be tolerated. The possession or use of weapons, firearms, ammunition, or similar items is prohibited on Congregation property except when in the possession of authorized law enforcement or security personnel.

Anyone who verbally or physically threatens another, exhibits threatening behavior, or engages in violent acts on Congregation property may be removed and must remain off Congregation property pending the outcome of an investigation. If the Congregation determines that a staff member has violated this policy, the Congregation may take appropriate disciplinary action that may include, but is not limited to, suspension and/or termination of employment, and/or legal action as appropriate.

An employee must inform their Supervisor or the Senior Minister of any behavior they witness or experience as threatening or violent.

## **XVI. INSPECTION RIGHTS**

Congregations, like other organizations, are sometimes the victims of theft. The Congregation has on its premises storage facilities such as desks, file cabinets, closets and storage areas for the use of employees. The storage of any unauthorized alcohol, weapons, explosives, or illegal drugs or drug-related paraphernalia is prohibited on Congregation premises. Therefore, the Congregation reserves the right to open and inspect any desk, file cabinet, storage closet, or storage area at any time and without prior notice or consent. Employees may not use personal locks on Congregation-owned desks, cabinets, closets, or storage areas.

## **XVII. MEDIA INQUIRIES**

A request for information on behalf of or regarding the Congregation from newspapers, television and radio media should be directed to the Senior Minister. An appropriate response to a media inquiry would be, "I'm not the best person to answer that question. May I contact the appropriate person and have them get back to you?"

## **XVIII. PERFORMANCE AND CONDUCT EXPECTATIONS**

### **A. Supervision and Performance Reviews**

Supervisors assist employees in learning their jobs and identifying priorities and goals. On a regular basis, Supervisors meet with employees who report to them, reviewing job performance, goals and priorities, assessing needs, and working through challenges. A Supervisor is required to discuss concerns about employee performance with the employee and to document those concerns along with any expectations for improvement. To complement ongoing performance feedback, a formal written performance review will be conducted on a regular basis and at least annually.

### **B. Difficulties on the Job**

In every organization, there are times where an employee's performance does not measure up to the standards of the job established by the Congregation, or when an employee they does not conform to work or conduct expectations. In such cases, the Congregation will strive to help employees succeed in their work. Nonetheless, continued employment depends on the Congregation's needs and the employee's ability to satisfy performance and conduct standards.

The goal of supervision is that a job performance issue will be resolved at an early stage with open communication between the employee and the Supervisor. When improvements are necessary in the conduct or performance of an employee, the Supervisor will attempt to give the

employee written advance notice of the problem and be clear that the employee's job is in jeopardy if satisfactory improvement is not made. Nonetheless, if the circumstances or the nature and seriousness of the conduct or performance deficiencies make it appropriate, the Senior Minister may immediately terminate an employee's employment without prior notice.

### **C. Standards of Conduct**

The Congregation expects that all employees will conduct themselves in a manner consistent with the highest standard of professional conduct conducive to creating a harmonious and pleasant work environment. This standard includes courtesy, respect, and working collaboratively and cooperatively, demonstrating the characteristics of high-performing team members. As a staff of professionals in whom trust and power have been placed, all staff are called to be faithful both morally and legally to upholding professionalism in relationships. Staff must never abuse the authority of their position by manipulating others to satisfy personal needs or engage in an exploitative relationship that abuses the power or damages the trust that has been placed in a staff member.

The Congregation seeks to provide the highest quality of service and support to its members. Thus, poor work habits (such as careless work, failure to complete assignments on time, or a failure to follow instructions) are unacceptable.

Conduct that does not meet the Congregation's standards (such as violations of Congregation policies, a lack of respect or courtesy to a fellow employee or member, disruptive or disorderly conduct) will not be tolerated and will be grounds for immediate disciplinary action and may result in termination of employment. In addition, any breach of trust or conduct which shows a serious lack of dependability or good judgment (such as theft, falsification of Congregation records, destruction of Congregation property, conflict of interest, insubordination) may be grounds for immediate discipline, up to and including termination from employment.

### **XIX. SEPARATION PAY**

If an employee's position is terminated for reasons unrelated to work performance or employee conduct, the employee is eligible for 2 weeks of severance pay (for a non-exempt hourly employee, calculated as the regularly scheduled work hours multiplied the hourly pay rate) for each year of employment up to a maximum of 16 weeks.

If employment is ended for poor performance before the second anniversary, the employee will be paid 2 weeks of severance pay, calculated in the same manner. If the employee has completed two years or more, then they shall receive one additional week of severance for each year of service, up to a total of 6 weeks of pay.

If an employee is dismissed for serious misconduct, no severance is paid and all benefits cease at the time of dismissal. Accrued, unused vacation will be paid.

### **XX. RESIGNATION OR RETIREMENT**

Resignations and Retirements are voluntary terminations of employment initiated by the employee. Employees resigning from the Congregation are requested to provide at least one month's notice to allow for adequate planning and a smooth transition without undue strain on

other staff. If covered by health benefits, resigning staff members may be eligible to continue their health insurance under the provisions of COBRA (Consolidated Budget Reconciliation Act of 1985). Accrued but unused vacation time is paid at the end of employment. Sick leave and personal time are not subject to payment at the end of employment.

**XXI. BENEFITS**

**A. Paid and Unpaid Time Off**

Paid time off is available to full-time employees and benefit-eligible part-time employees. As stated in Section IV.A, for the purpose of eligibility for paid time off, an employee who works 15 or more hours per week is considered benefit-eligible. Unless expressly stated to the contrary, during paid time off, benefits are available and continue to accrue.

**B. Holidays.**

The following are holidays for which an employee is paid:

- New Year’s Day
- Martin Luther King Jr. Day
- Presidents’ Day
- Memorial Day
- Juneteenth
- Fourth of July
- Labor Day
- Veterans’ Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Eve
- Christmas Day
- New Year’s Eve
- Working days between Christmas and New Year’s Day

If a paid holiday falls on a Saturday, the preceding Friday generally will be observed as the holiday. If a paid holiday falls on a Sunday, the following Monday generally will be observed as the holiday. If eligible employees are required to work on a holiday, they generally will be granted another day off. Eligible part-time employees only receive holiday pay if they are scheduled to work on a holiday; they are paid for the number of hours they are normally scheduled to work that day.

**1. Vacation**

The Congregation grants paid vacation at an employee’s regular rate of pay based on their length of service with the Congregation. The amount of vacation is determined according to the schedule below.

Length of Service	Annual Amount of Vacation
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0-5 years	4 weeks per year of the employee's regularly scheduled weekly hours
6+ years	5 weeks per year of the employee's regularly scheduled weekly hours

Vacation accrues each pay period and employees may not use more than the amount accrued without approval of the Supervisor or Senior Minister. The increase in rate of vacation accrual rate will be made on the first day of the month following the anniversary date of the year in which an employee completes their 5<sup>th</sup> year of employment.

Vacation time must be requested in advance and can only be taken with the approval of the Supervisor or Senior Minister. In the event of conflicting vacations requests, vacation generally will be granted in the order the requests are received, in accordance with length of service and consistent with workload requirements.

Employees may carry over up to two weeks of vacation time from one year to the next. Accrued vacation time in excess of two weeks cannot be carried over and is lost. Upon termination, employees will be paid for accrued but unused vacation time.

### **3. Sick Leave**

Eligible employees are allowed paid sick leave. Sick leave accrues upon hire.

- Employees who work at least 30 hours per week accrue sick leave at the rate of 12 days per year. Sick leave may be carried over from year to year up to a maximum of 60 days.
- Employees working at least 15 hours per week but less than 30 hours per week accrue the full-time allotment pro-rated per their regularly scheduled weekly hours.

Sick leave may be used in the event the employee is unable to work due to the employee's own or an immediate family member's illness, injury, or other medical condition. While employees are encouraged to schedule appointments outside of work time as much as possible, sick leave may be used for routine dental or medical appointments for the employee or for the employee's child, spouse, parent, or parent of spouse.

If feasible, an employee is expected to notify their Supervisor or the Senior Minister before their starting time if they are ill and unable to come to work. The employee may be required to provide a physician's statement regarding their medical condition.

### **4. Borrowing Vacation and Sick Leave**

In the case of an urgent situation, a full-time employee may "borrow" as many as 40 hours of unaccrued vacation and/or sick leave. A request to borrow paid time off must be approved by the Supervisor and the DFA. Vacation and sick leave accruable subsequent to borrowing is credited to the borrowed vacation or sick leave debt until the debt is zero. If an employee leaves employment before the leave debt is reduced to zero, the appropriate amount of pay will be deducted from the employee's final pay check.

## **5. Funeral or Bereavement Leave**

An eligible employee will be granted up to 5 days of consecutive work days for bereavement leave to attend to arrangements and to take care of matters attendant to the death in the event of a death of an immediate family member (spouse/partner, child, parent), up to 3 work days for death of a member of the extended family (siblings, inlaws), or 1 work day for other relatives (aunts/uncles, nieces/nephews). Additional time may be requested from the Supervisor or Senior Minister.

## **6. Jury Duty**

Jury duty is a civic and community obligation. An employee serving on a jury will receive their regular paycheck with no loss of pay for up to 30 days (subject to documentation confirming the jury service). An employee who receives pay from the court for jury duty is required to notify their Supervisor and to transfer the jury pay to the Congregation.

An employee notified of jury duty is required to notify their Supervisor and to inform the Supervisor about the anticipated length of service as a juror so plans can be made to provide continued coverage of the employee's responsibilities while the jury service continues. On any day or half-day the employee is not required to serve, they are expected to return to work.

## **7. Paid Leave of Absence**

From time to time, an employee may need a longer amount of time away from work and may request a leave of absence. The employee may use their accrued sick/vacation and personal time off, along with any applicable insurance coverage, so that their pay continues while they are absent. If feasible, an extended leave must be requested in advance in writing and it requires the approval of the employee's Supervisor or the Senior Minister. The exact nature of the leave and its anticipated length must be included in the written request. The employee is expected to return to work upon the expiration of the leave. If events will prevent the employee from returning as expected, the employee must immediately notify their Supervisor/Senior Minister.

## **8. Unpaid Leave of Absence**

Consistent with UU values, the Congregation has voluntarily adopted certain aspects of the Family Medical Leave Act ("FMLA"), which allows an employee who has completed 12 months of employment to take up to 12 weeks of unpaid leave due to the employee's own serious health condition; for the birth, adoption or placement for foster care of a child; or to care for a family member (child, spouse, or parent) with a serious health condition. At the conclusion of this leave period, an employee generally has the right to return to the same position. This leave may be taken all at once or intermittently, depending on the circumstances. An employee who takes this kind of leave must give thirty days' notice, or in case of unforeseen circumstances, as much notice as possible, to their Supervisor/Senior Minister. Medical certification is required.

During periods of unpaid leave, no time off with pay benefits will accrue and no contributions will be made to any retirement or insurance plans. The employee is responsible for paying the entire monthly premiums for health, dental, life, and long-term disability insurance coverages.

## **9. Unpaid Parental Leave.**

After successful completion of 90 days of employment as a full-time employee, an employee is allowed 8 weeks of unpaid leave for the birth or adoption of a child under the age of 18 years (or 23 if the adoptee is mentally or physically disabled). The employee must give 2 weeks' notice of

anticipated date of departure and must give notice of intent to return to work and the timing of that return.

### **10. Military Leave**

An employee who is a member of the uniformed services of the United States (including the National Guard or other reserve unit) is granted paid and unpaid leaves of absence in accordance with state or federal law for the purpose of performing military duties on a voluntary or involuntary basis. A request for military leave must be made in writing and include verification of the duty call from military authority, the date the leave is to commence, and the expected date of return.

Employees may choose to use any accumulated vacation time or professional development time for all or part of the period of military service. A military leave of absence in excess of any available vacation or professional development time will be without pay. In accordance with applicable law, eligible employees will be reinstated to the same job upon returning from an authorized military leave of absence.

### **10. Sabbatical Leave**

The Congregation recognizes that employees in certain positions benefit from time spent in study, reflection, spiritual renewal, continuing education, or community service. The sabbatical leave program is a privilege applicable to only certain positions, is completely discretionary, and may be suspended, terminated, or altered at any time.

A full-time employee is entitled to sabbatical leave that is to be used for study, education, writing, meditation, and other forms of professional growth. Sabbatical leave accrues at the rate of one month per year of service and will not be available until after at least five years of full-time service.

An employee is not permitted to use more than six months of sabbatical leave within any 12-month period. The sabbatical plan must be approved by the Senior Minister at least one year in advance. During the sabbatical, the Congregation will pay the staff member's full compensation and benefits; in addition, accruable benefits (for example, vacation leave) continue to accrue during sabbatical leave (for example, vacation leave accrues during the sabbatical).

An employee granted sabbatical leave agrees not to resign from full-time service to the Congregation for a minimum of one year following the end of the sabbatical leave. The Congregation agrees to take no action on staff tenure during a sabbatical leave. Unused sabbatical leave is not compensable upon termination, resignation, or retirement.

## **C. Insurance and Retirement Benefits**

### **1. Health Insurance Benefits**

An employee expected to work at least 750 hours per year may enroll in the group health insurance plan sponsored by the congregation. An eligible employee may also enroll their dependents. For full-time employees, but not for others, the Congregation pays 80% of the premium for the standard PPO plan offered by the UUA (and 50% of the additional premium for dependents). For benefit-eligible part-time employees, the Congregation will pay 65% of their premium (and 40% of the additional premium for dependents).



Employees are required to make their required contributions by payroll deduction or timely payment as appropriate. Consistent with federal law, if an employee has health insurance through another qualified group plan (i.e. spouse's employer plan), the congregation will reimburse the incremental cost of the employee's coverage up to the value of the health benefit the employee qualifies for under the Congregation's policy. The reimbursed amount is calculated as the difference between the cost of individual coverage and the cost of employee + spouse coverage in the other plan.

Further information concerning the UUA health plan may be obtained from the Supervisor/Minister or by going to <https://www.uua.org/finance/compensation/health>.

## **2. Group Dental, Term Life, and Long-Term Disability Insurance**

Full-time and benefit-eligible part-time employees (as defined in Section IV) may elect to purchase group dental insurance, term life insurance, and long-term disability insurance through the group plan sponsored by the UUA. For the dental plan, the Church pays 80% of the single premium plus 50% of the additional premium for the spouse or family plan. The employee pays the entire premium for term life and/or long-term disability insurance. Any employee who works at least 750 hours in a fiscal year may enroll in the UUA Dental Insurance plan at their own expense.

Further information concerning these policies is available from the DFA or by going to <https://www.uua.org/finance/compensation/uua-insurance-plans>

## **3. Workers' Compensation Insurance**

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

An on-the-job injury or illness, regardless of severity, should be reported immediately to the employee's Supervisor, the Senior Minister, or the DFA. An employee may be required to provide a written report on the illness or accident and a physician's statement in order to receive worker's compensation benefits or to return to work.

## **4. Retirement Benefits**

The Congregation has adopted the Unitarian Universalist Organizations Retirement Plan (UUORP). The plan is an IRS qualified, defined contribution, 401(a)/(k) multiple employer, retirement plan designed to help ensure employees of UUA-related organizations have an opportunity to accumulate savings for their retirement years. Every employee has the option to enroll and also to authorize elective contributions (pre-tax salary reduction contributions) immediately upon employment, irrespective of hours worked or scheduled.

In addition, in keeping with the Employer's Participation Agreement on file with the UUA Office of Church Staff Finances, our Congregation contributes 10 percent of an employee's gross wages for each of our employees who have met the Plan's qualification requirements.

To be eligible for Employer contributions, the employee must satisfy the UUA Plan's Year of Eligibility Service provision: an individual must have a) worked a minimum of 1,000 hours

during a twelve (12) consecutive month period defined in the Plan, or b) have successfully completed a UU Ministerial Internship.

If an employee is employed at more than one participating UU congregation, concurrently or consecutively, their hours of service must be combined to make the initial determination of eligibility to receive Employer's contributions.

Per the governing Plan's provisions, an employee who previously received Employer contributions at another UU participating congregation or employer are immediately eligible for Employer contributions at the First Unitarian Church of Des Moines.

The Congregation provides each new employee with an enrollment form and a description of the plan (including investment options) at the start of employment. The employee should review this material carefully and discuss any questions they may have with the DFA, with the Retirement Plan staff at the UUA, and/or with a trusted personal financial advisor. If an employee incurs severance from employment, they are ineligible to make or receive contributions.

More information can be found at: <https://www.uua.org/finance/compensation/retirement>

**XXII. PERSONNEL POLICY MANUAL ACKNOWLEDGMENT**

*The following Acknowledgment is not required by law but is helpful to have in the event of a dispute about the terms of employment or of this Manual. The Acknowledgement is retained in the employee's personnel file along with a copy of this Manual. Each new employee is to be given a copy of the manual and is required to sign this confirmation that it has been delivered.*

By signing below, I acknowledge that I have received a copy of the Personnel Policy Manual of The First Unitarian Church of Des Moines. I understand that it is my responsibility to read the Manual and to comply with the policies, practices, and rules of the Congregation as outlined therein.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date