



United Church on the Green

New Haven, Connecticut

An open and affirming congregation of the United Church of Christ

Personnel Policies

Approved by Stewards June 2020

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Introduction to United Church Employee Policies

This manual is designed to acquaint you with the Church's employment policies and to provide you with information about working conditions, employee benefits and some of the policies affecting your employment. You should read, understand and comply with all provisions of the manual. It describes many of your responsibilities as an employee and outlines the programs developed by the Church to benefit personnel. One of our objectives is to provide a work environment that is conducive to both personal and professional growth.

No employee statement of policies can anticipate every circumstance or question about policy. As the Church continues to grow, and as the need may arise, the Church reserves the right to revise, supplement, or rescind any policies or portion of the handbook from time to time as it deems appropriate, in its sole and absolute discretion.

The only exception to any changes is our employment-at-will policy permitting you or the Church to end our relationship for any reason at any time. The Senior Clergy through their administrative staff handles the day-to-day administration of the Church and the employment of personnel on behalf of the Church.

Personnel of the United Community Nursery School program of United Church may be subject to additional policies and regulations as per the 10.11 addendum to this document.

Current individual work-for-hire letters of agreement and approved job descriptions may contain different conditions and requirements than those contained in this document. If so, the provisions in the job descriptions and letter for hire are controlling.

SECTION 1 - EMPLOYMENT POLICIES

1.1 EQUAL EMPLOYMENT OPPORTUNITY

The United Church on the Green is an equal opportunity employer. It is the policy of the United Church on the Green to provide equal employment and advancement opportunity to all qualified individuals without distinction or discrimination because of race, color, religion, age, sex, marital status, national origin, ancestry, sexual orientation, physical disability, including blindness, mental retardation, or present or past history of mental disorder. If an employee requires a reasonable accommodation for a disability, a request for the accommodation must be made in writing to the Operations Director.

1.2 EMPLOYMENT AT WILL

Employment at the United Church on the Green is an “at will” voluntary relationship. Although the United Church on the Green hopes for a long and mutually beneficial working relationship, the employee has the right to terminate his/her employment relationship for any reason, or no reason, at any time and the United Church on the Green reserves the same right. Policies set forth in this manual are not intended to create a contract, nor are they to be construed to constitute contractual obligations of any kind or a contract of employment between the Church and any of its personnel. No Church representative is authorized to modify these policies for any employee or to enter into any other or additional agreements, oral or written, contrary to these policies or individual work-for-hire letter agreements.

1.3 SELECTION OF PERSONNEL

The Senior Clergy hires and terminates all paid UCG staff.

1.4 CATEGORIES OF EMPLOYMENT

a. Employee - any person on the payroll of United Church on the Green who does not have an established termination date or work on an on-call basis.

- Full-time = 35 (thirty-five) or more hours per week.

- Part-time = Fewer than 35 (thirty-five) hours per week.

b. Temporary personnel are employed to complete specific projects or for a maximum length of time. Contractual (contract for service) personnel are hired for a specific task and may be either salaried or hourly.

1.5 JOB DESCRIPTIONS

There is a position description for every position on the United Church on the Green staff, and it is updated as appropriate. An employee has the right to know what is expected of her/him regarding job responsibilities and who, if anyone, he/she supervises or who supervises the employee. Personnel will have the opportunity to discuss their job description at the time of their annual evaluation with their direct supervisor. Each job description will indicate whether the job is exempt or non-exempt according the Federal Wage and Hour Laws.

1.6 EVALUATION

The performance appraisal allows the employee and supervisor to reflect on the employee's past and future performance. A formal, written employee performance evaluation will be completed by the employee and the employee's supervisor at the end of the employee's probationary period and annually by March 31. The performance evaluation will include, but not be limited to, employee strengths and weaknesses, goals, past performance, and review of job description. The performance evaluation becomes a permanent part of the employee's personnel record and will include the employee's self-evaluation and any reply to the supervisor's evaluation. This evaluation procedure does not apply to ministers whose evaluation process is set out in their call agreements.

1.7 ATTENDANCE / REPORTING ABSENCES

Personnel are expected to contact their supervisor when calling in sick. Such calls should be made in as timely a fashion as possible. Personnel should make every effort to speak directly with the supervisor and limit voice mail messages.

1.8 INCLEMENT WEATHER

The Church office will usually remain open for work despite inclement weather, so you

should count on reporting to work. We understand that bad weather conditions make commuting extremely difficult and we advise you to use your best judgment to ensure your safety.

If you do not report to work or you opt to leave early because of the weather, hourly staff will be paid only for those hours worked. In such a case, you may use your personal days or Paid Leave Bank time so as not to lose pay, or if the opportunity arises, you can make up the time within the same workweek. If the Senior Minister closes the office while you are at work, you will be paid for time not worked that day.

SECTION 2 - STANDARDS OF CONDUCT AND ETHICS

The Church is committed to a collegial work environment in which all individuals, clergy and laity alike, are treated with mutual respect and personal dignity. Each employee has the right to work in a professional atmosphere that supports the completion of job assignments, that promotes equal opportunities, and that prohibits discriminatory practices, including harassment in all forms. Discriminatory practices, whether verbal, physical, environmental, and real or threatened, and whether in the workplace or during any offsite work situation or function, are unacceptable and will not be tolerated.

The Church requires that you observe all established policies and guidelines, that you adhere to your work schedule and perform your work in a conscientious manner, and that you relate to co-workers and all with whom you have contact with the highest degree of courtesy and respect. All infractions of standards and ethical conduct will be investigated and appropriate disciplinary action up to and including termination is within the discretion of management.

2.1 CONFIDENTIALITY OF CHURCH INFORMATION

Proprietary and confidential information is that which, if disclosed without authorization, would be detrimental to the operation and reputation of the United Church on the Green, or its clergy, or infringe on anyone's right to privacy. Information entrusted to staff members should never be discussed beyond business requirements. Violations will be subject to disciplinary action up to and including dismissal.

2.2 REPORTING ILLEGAL OR UNETHICAL CONDUCT

It is the declared objective of the United Church on the Green to encourage employees to report illegal or unethical actions or activities, whether by other employees of the church, church leaders, or persons acting on behalf of the church, when such actions or activities impact the operations or mission of the church. The United Church on the Green recognizes the importance of prompt and equitable disposition of any such report at its primary level, prior to the initiation of a formal complaint. Nevertheless, it is the intention of the United Church on the Green to provide a reasonable and acceptable process for personnel to present such concerns in a formal manner.

- Oral or written reports will be submitted to and received by the Senior Minister.
- The Senior Minister will document efforts made to investigate and resolve the issue.
- If the Senior Minister fails to resolve the matter to the satisfaction of the employee, the employee may put the issue in writing and submit it to the Chairperson of the Board of Stewards.
- The Chairperson of the Board of Stewards will document efforts made thus far to investigate and resolve the issue and meet with the employee to review the issue.
- The preceding steps will take place at intervals not to exceed five working days, unless extenuating circumstances exist for either the employee or the employer.
- If, after all previous steps have occurred, the person is still not satisfied; the employee has the right to a hearing with a Grievance Committee appointed by the Chairperson of the Board of Stewards which shall also include members of the Board of Deacons. The Grievance Committee's decision will be final.

2.3 HARASSMENT

United Church on the Green prohibits any conduct which is offensive, intimidating or abusive in nature that relates to race, color, sex, religion, age, marital status, gender identification, national origin, disability or military veteran status. The purpose of this policy is to insure a harassment free environment. Any employee who believes that she or he is being harassed is to report this to the Operations Director or the Senior Minister or the Board of Stewards or the Board of Deacons as appropriate. Where investigations confirm the allegations of harassment,

appropriate corrective action will be taken as appropriate up to and including termination. All complaints will be investigated immediately.

2.4 SEXUAL HARASSMENT

Sexual Harassment means any unwelcome sexual advances or requests for sexual favors or any conduct of a sexual nature when: 1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, 2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or 3) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment. Any employee who believes that she or he is being sexually harassed is to report this to the Operations Director or the Senior Minister or the Board of Stewards or the Board of Deacons as appropriate. Where investigations confirm the allegations of harassment, appropriate corrective action will be taken as appropriate up to and including termination. All complaints will be investigated immediately.

SECTION 3 - COMPENSATION POLICIES AND PRACTICES

3.1 SALARY REVIEW

The Senior Minister and the Board of Stewards, as part of the United Church on the Green's annual budget preparation, shall conduct a salary review for all United Church personnel.

3.2 SALARY ADJUSTMENTS

Adjustments in salary shall be based on factors including, but not limited to, individual performance, duration of service, the current rate of inflation and organizational budget constraints.

3.3 SOCIAL SECURITY

The Church complies with all State and Federal Social Security regulations. All lay workers are covered by Social Security and have payroll deductions and employer contributions for this

purpose. Under present law, ordained ministers pay FICA taxes as self-employed persons. The United Church on the Green gives its full-time ordained staff an offset allowance equal to the difference between the withholding rate and the rate of self-employed persons.

3.4 UNEMPLOYMENT COMPENSATION

The United Church on the Green is exempt from certain unemployment laws; and as such United Church personnel are not covered by state unemployment insurance.

3.5 DEFINITION OF THE WORK WEEK

The workweek is defined as the period from Saturday through Friday. Full-time, non-exempt personnel may be hired on a salary basis, with the understanding that the salary is based on all hours worked up to 40 hours a week. One hour of paid time is normally allowed for lunch. Any work by non-exempt personnel during a week between 35-40 hours is to be dealt with by compensatory time within the regular pay period.

3.6 TIME RECORDS

All non-exempt personnel are required to keep accurate records of the actual hours that they work via a UCG approved time log form or approved electronic digital time logs provided by UCG. Each employee shall submit bi-weekly time records. These records shall show actual daily starting and ending times. These records will be the basis for payroll payments.

3.7 OVERTIME

Federal and state laws requiring compensation for overtime do not cover personnel classified as “exempt”. All other personnel, not falling into this category, are entitled to receive monetary compensation for hours worked in excess of 40 hours in any seven-day period at the rate of 1.50 times their normal rate for those hours worked in excess of 40. Overtime work by non-exempt personnel is to be performed only with authorization from the Operations Director or the Senior Minister.

3.8 COMPENSATORY TIME

From time to time, exempt personnel may be asked to work evenings or weekends. In such cases, compensatory time is to be granted during the same or another workweek so that

the total average hours for workweeks do not exceed 35 hours. This compensatory time is to be scheduled when mutually agreeable to the personnel and their direct supervisor and a written record kept.

3.9 FLEXIBLE TIME

Building security measures and the need for adequate coverage for each of United Church's programs throughout normal office hours, or set activity schedules, make it difficult to allow non-exempt personnel to change their working hours on a regular basis. Any adjustments in regular work schedules must be arranged individually with one's direct supervisor. Office hours of exempt personnel shall be flexible according to the demands upon their time.

SECTION 4 - BENEFITS

4.1 BENEFITS ELIGIBILITY

All full-time personnel are eligible for the benefits specified in their individual work-for-hire letter agreement. Unless otherwise specified, personnel become eligible for benefits from their starting day.

4.2 WORKERS COMPENSATION INSURANCE

Workers Compensation Insurance covers all UCG personnel. If an employee becomes ill or injured, even slightly on the job, notification should be given to the Senior Minister or the Operations Director immediately. You are also required to file a written notice of claim with the state Workers Compensation Commission.

4.3 ANNUITIES AND RETIREMENT FUND

United Church provides for participation in the Annuity Fund for Ministers & Lay Workers Retirement Fund offered by The Pension Boards of the United Church of Christ and TIAA/CREF programs. Specific retirement benefits offered by United Church will be outlined in individual work-for-hire letters.

4.4 REIMBURSED EXPENSES

Personnel are provided reasonable work-related expenses on a reimbursement basis.

4.5 TRAVEL ALLOWANCE

Personnel are reimbursed for authorized travel expenses at the rate specified by the Internal Revenue Service.

SECTION 5 - TIME AWAY FROM WORK

5.1 PAID TIME OFF (LEAVE BANK)

Non-exempt Personnel

Paid leave days for vacations, illness or other personal business will be combined in one sum total and specified in personnel work-for-hire letters of agreement. All paid leave is to be earned and accumulated as indicated:

- 1st year: up to 10(ten) days -after completion of six calendar months of service.
- 2nd year through 5th year: up to 15 (fifteen) days accrued at the rate of 5/6 days per month
- After 5th year: 20 (twenty) days accrued at the rate of 1 ¼ days per month

Exempt Personnel

- Full-Time exempt personnel are granted 20 days Paid Leave Time during any single year of employment. Additional Paid Leave Bank time for personnel is arranged between the Operations Director, the Senior Minister and the employee.
- All paid Leave Bank time is expected to be taken during the calendar year it is granted without carry over.
- Paid leave time may not be authorized by United Church management if it occurs during certain holiday periods such as the weeks prior to Christmas or Easter.
- Regular paid Leave Bank time should be requested at least 5 days in advance.

5.2 PAID HOLIDAYS

The United Church on the Green observes the following 14 holidays for all employees with pay. These are in addition to sick days and vacation days:

- New Year's Eve and Day
- Martin Luther King's Birthday

- President's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving and day following
- Christmas Day and the day before

Any holidays which fall on Saturday will be observed on the preceding Friday, and those which fall on a Sunday will be observed on the following Monday.

5.3 SABBATICAL

Full-time Ministers may be eligible for sabbatical paid leave as specified in their signed "Call Agreements"

5.4 BEREAVEMENT

United Church will grant time off with pay up to three consecutive days to any employee on the event of death of certain close family members. Close family members generally means: mother, father, grandmother, grandfather, husband, wife, son, daughter, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother, sister, grandchild of the employee or spouse, or any other person living in the immediate household of the employee. Additional benefit time (vacation, sick leave) may be requested in conjunction with any approved bereavement leave.

5.5 JURY DUTY

All employees will be compensated as follows: If you receive a jury questionnaire, you should complete it, inform United Church on the Green, and then return the completed questionnaire to the court. This advance warning will help United Church plan for your possible absence. Employees will be paid their full regular wages by United Church for the first five days of juror service. The State of Connecticut will pay \$50.00 per day of service beginning on the sixth

day of duty. If you are not required to report for jury duty on a particular day, you will report to work as usual.

5.6 UCG EXTENDED/COMPASSIONATE LEAVE (similar to the FMLA guidelines)

UCG provides for leave for an employee's own serious health condition or to care for a covered family member with a serious health condition, or to care for a child following birth, adoption, or foster care placement. A covered family member is an employee's spouse, child, parent, parent-in-law, grandparent, grandchild, sibling, and any other individual related to the employee by blood or affinity whose close association the employee shows to be the equivalent of those family relationships. Employees requesting extended/compassionate leave will be required to provide notice of the need for benefits, along with certification of the need for leave UCG offers an extended/ compassionate leave for up to 12 weeks in a 12-month period. The leave is unpaid, except as follows:

1. Employees must use all but two (2) weeks of the time in their leave bank at the beginning of the 12 week period.
2. After the leave bank time is used up, if necessary, UCG will provide four (4) additional weeks of paid leave as part of the 12-week period to be used immediately after the leave bank time.
3. After using the leave bank time and the four additional paid weeks, the remainder of the leave time is unpaid time off. However, e
4. Employees may choose to use their retained two weeks of leave bank time during the balance of the 12 week period or use that time at a later time as provided in their employment agreements.
5. The total of the leave time under this section may not exceed 12 weeks.
6. Return to work: A doctor's note stating when the employee is ready to return to work is required when the employee has been out because of a serious illness. (approved by Stewards on December 10, 2019)

NOTE: This provision, including the four additional paid weeks, will need to be reviewed again in fall 2020 since a start law requiring payroll deduction for paid FML may go into effect in January 2021.

SECTION 6 - GENERAL INFORMATION

6.1 PERSONNEL FILES

A personnel file is maintained for each employee. Each employee is expected to keep the Operations Director informed of any change in address, telephone number, and other contact information. The file will include their position job description, letters-for-hire, signed personnel manual receipt form, emergency contact person, performance appraisals, wage history, Paid Leave Bank status reports, designation of beneficiaries, disciplinary documentation (if any) and any other records required by state or federal regulations that apply to religious organizations.

The only persons authorized to have access to such records include the Operations Director, the Senior Minister or their designees. Personnel wishing to examine their own files may do so by appointment.

6.2 PERSONAL APPEARANCE

During regular office hours, all Personnel are expected to be dressed in neat and clean attire, and appropriate to the job responsibilities and the UCG program in which they are participating.

6.3 SMOKING POLICY

- There is no smoking of any substance allowed in any Church building; or on Church property.

6.4 DRUGS AND ALCOHOL POLICY

- No drug or alcohol possession or use is allowed in Church buildings.
- No drug or alcohol possession or use is allowed on Church property.
- The exception is alcoholic beverages as provided at official Church functions.

6.5 HEALTH AND SAFETY

The United Church on the Green is vitally concerned with the health and safety of all personnel. The employee is asked to report all safety hazards to the Operations Director or Senior Minister. Should an employee incur an illness or injury, no matter how slight, during working hours, the Operations Director or Senior Minister must be notified in writing immediately.

6.6 PERSONAL PROPERTY

Personnel are responsible for their own personal property. United Church cannot be held responsible for loss or damage to any personnel's personal property.

6.7 CIVIL DISOBEDIENCE

Since the Christian way is sometimes contrary to the ways of a society, there are occasions when a person, for the sake of conscience, may choose to break a law in order to be obedient to a higher law. If such civil disobedience results in incarceration, the United Church on the Green would be prayerfully and personally supportive of the employee.

If non-violent civil disobedience is done with prior approval by the employee's supervisor and the issue is within the arena of responsibility as named in his or her position description and is an issue voted by an Annual Meeting, this civil disobedience and incarceration would be seen by the Board of Stewards as acting within his or her position description and on behalf of the United Church on the Green and **thus is fully compensated.**

SECTION 7 - LEAVING OUR EMPLOYMENT

7.1 SEPARATION CATEGORIES

Since all employment at UCG is "at will" employment, Church Leadership may choose to end an employee's relationship with the United Church on the Green at any time for any legal reason. Other forms of separation include:

7.2 RESIGNATION

A voluntary termination freely made can be made by any personnel for any reason.

The resignation should be submitted in writing to their supervisor no less than two weeks before the termination date.

7.3 UNSATISFACTORY PERFORMANCE

The United Church on the Green will make every attempt to identify areas of performance requiring improvement, so that careers may continue in a positive manner. If, however, performance or attendance is unsatisfactory, the United Church on the Green may allow, in its sole discretion, a period during which the employee may correct the problem. Failure to correct the situation will result in termination of employment. Serious misconduct such as theft, violence or other disturbance requiring disciplinary action may result in immediate dismissal. (See also item 10.1 for disciplinary policies)

7.4 REDUCTION IN WORK FORCE AND SEVERANCE POLICY

Reorganization or financial considerations, as determined by the Board of Stewards, may result in the elimination of positions. Personnel thus affected will be given a reasonable amount of release time during the notice period to interview for new jobs.

Policy on Staff Severance

Severance pay will be granted to regular staff members when separation is initiated by the Church due to no fault of the employee, for such reasons as budgetary cuts, reduction of work force, and restructuring of job functions.

1. The separation of exempt and non-exempt staff at Church initiative due to no fault of the employee shall take effect after at least two (2) weeks' notice, or payment of equivalent salary by the Church in lieu of such notice.
2. Severance pay will be provided if and when the terminated employee signs an agreement releasing the Church from any potential liability resulting from the terminated employee's employment or termination.
3. Severance pay will be calculated as follows:
 - a. Employees with less than four years' service will be granted not less than 4 weeks of severance pay.
 - b. Employees with four or more years of service will be granted not less than one week's salary for each full year of service, up to a maximum of sixteen weeks of severance pay.

4. Severance will not be paid in the event of termination due to unsatisfactory performance or misconduct, including but not limited to theft, harassment, violence, insubordination or unethical behavior.
5. Severance allowances will be paid in installments on regular pay days and is subject to all applicable federal, state, and local taxes. Employer paid benefits shall continue during the notice and severance periods, except that vacation, sick, and personal time will not be earned.
6. If an employee's position is eliminated, the individual will be paid for all accrued, but unused leave bank time (vacation, sick, personal days).

(The Severance Policy is based on the Southern New England Conference UCC plan and adopted by the UCG Board of Stewards on 6.8.2020)

7.5 DEATH OF EMPLOYEE

In the event of the death of an employee, the estate shall receive any salary due on the day of death, plus payment on a per diem basis for any unused Paid Leave Bank days.

7.6 EXIT INTERVIEW

Exit interviews may be offered to personnel who leave the staff. The interview may include, at least, discussion of the following items: general procedure for termination, securing the final salary check and continuation or termination of insurance and other benefits.

7.7 Phased & Flexible Retirement Options:

In recognition of long term, full time employee's contribution to and knowledge of United Church on the Green (UCG), we offer a phased and flexible retirement option. Upon a request by the employee, the employee's UCG supervisor in conjunction with Stewards may offer a phased retirement plan negotiated with the employee to facilitate a gradual transition from full time employment to full time retirement. The goal is to allow the employee to gradually decrease their workload while utilizing their knowledge and skills as well as train and mentor current or new employees. An employee's benefits and salary will be prorated based on weekly hours worked.(approved by Stewards on December 10, 2019)

SECTION 8 – INTERNET AND EMAIL POLICIES

The Church maintains an email and Internet system, which may be used by authorized personnel in connection with Church business in accordance with the following guidelines.

Each employee using the Church's Internet facility shall identify himself or herself honestly, accurately and completely when corresponding or participating in interactive activities, and shall not send unsolicited mass electronic mail.

Personnel should not have any expectation of privacy as to their Internet usage while engaged in United Church work. All emails or files received over United Church equipment and systems constitute United Church records and may be accessed by United Church management at any time.

Personnel must use Church email and the Internet in accordance with professional standards of behavior. For example, personnel may not use email or the Internet to send or receive inappropriate jokes, pictures or otherwise inappropriate, offensive or disruptive messages. Furthermore, email and the Internet must be used in accordance with other Church policies. For example, the system may not be used in a manner that violates Church Equal Employment Opportunity or Harassment Policies.

Personnel are reminded that the Internet is not a secure method of communication. Personnel may not transmit confidential information regarding the Church, its business, its customers or its members without the express authorization of a supervisor. Authorized personnel in connection with performing their job duties will be provided with email and Internet service for their use.

The downloading of any material from the Internet other than business-related material is strictly forbidden. Freeware, shareware and commercial software from the Internet may be subject to computer viruses, may not work properly, or may be subject to copyright infringement laws. Subject to United Church management approval, personnel may download software with direct business use, and must arrange to have such software properly licensed and registered.

Personnel should direct all questions regarding the proper use of the Church email and the Internet to the Operations Director. Any employee who discovers or suspects a violation of this policy must notify the Operations Director immediately.

SECTION 9 - SAFE CHURCH POLICIES

Introduction

Jesus said, "Whoever welcomes [a] child... welcomes me" (Mathew 18:5) Children are our present and our future, our hope, our teachers, our inspiration. They are full participants in the life of the church and in the realm of God.

Jesus also warned against putting "A stumbling block before one of these little ones..." (Mathew18:6) Our Christian faith calls us to offer both hospitality and protection to the little ones, the children. Children must be protected from economic, physical, emotional and sexual abuse.

Tragically, churches have not always been safe places for children. Child sexual abuse and exploitation occurs in churches, large and small, urban and rural. The problem cuts across all economic, cultural, racial and denominational lines. It is real, and it appears to be increasing. Most congregations have among their member's adult survivors of early sexual trauma.

Such incidents are devastating to all who are involved: the child, the family, the local church and its leaders. Increasingly, churches are torn apart by the legal, emotional, and monetary consequences of litigation following allegations of sexual abuse.

God calls us to make our churches safe places, protecting children and other persons from sexual abuse. God calls us to create communities of faith where children and adults grow safe and strong. Thus, we the members of United Church on the Green adopt this policy for reducing the risk of abuse of children and youth in our church.

Purpose: Our Congregation's purpose for establishing this Safe Sanctuaries policy and accompanying procedures is to demonstrate our strong and unwavering commitment to the physical safety and spiritual growth of all our children and youth.

Statement of Covenant: Therefore, as a Christian community of faith and a United Church of Christ congregation, we pledge to engage in the ministry of the Gospel in ways that assure the safety and spiritual growth of all people, including our children and youth as well as all the workers with children and youth. We will follow reasonable safety measures in the selection and recruitment of workers; we will implement prudent operational procedures in all programs and events; we will implement procedures for training staff in safe policies; we will educate all of our workers with children and youth regarding the use of appropriate policies and methods; we will

have a clearly defined procedure for reported a suspected incident of abuse that conforms to the requirements of state law; and we will be prepared to respond to medial inquires if an incident occurs.

Procedures: The Board of Deacons in collaboration with the Committee on Children and Youth and Board of Stewards shall establish procedures to implement this policy.

SECTION 10 - APPENDIXES

10.1 EMPLOYEE DICIPLINARY POLICIES:

The Church administration uses the following procedures to resolve issues involving personnel performance problems. These policies do not apply to conduct by an employee deemed to be illegal in nature or which is deemed to pose a threat to the health and safety of other employees or persons using church facilities:

- First Occurrence
 - Counseling:
 - An informal discussion to highlight the deficiency (deficiencies) and ascertain whether or not there are issues which are contributing to sub-standard performance. A verbal reprimand to the employee regarding sub-standard performance may also be part of this initial discussion and a written follow-up documenting the discussion and expectations may also be produced.
- Second Occurrence
 - Written Verbal Warning:
 - A written verbal warning which includes corrective action and a date-specific timeframe by which improvements must be demonstrated follows. Failure to follow the corrective action plan may result in further disciplinary action, up to and including suspension and/or termination.
- Third Occurrence
 - Final Written Warning:
 - A final written warning notifies the employee that his/her performance has not improved, and that failure to improve within a narrow

timeframe will result in further disciplinary action up to an including suspension and/or termination.

- Special Circumstances
 - There may also be times when immediate suspension and/or termination is required.
 - The Senior Minister will notify the Advisory Committee and Board of Stewards when such action is warranted.
- Suspension and/or termination of the Senior Minister
 - Shall only be done by the Board of Deacons in consultation with the Advisory Committee and the Board of Stewards.

10.2 GENERAL DISCLAIMERS:

1. The language and policies stated in this Personnel Manual do not create an employment contract between the employee and United Church on the Green. No contractual rights or entitlements are created under “at will” work conditions, and United Church on the Green reserves the right to revise the content of this manual, in whole or in part, at any time. No promises or assurances, whether written or oral, which are contrary to or inconsistent with the terms of this manual create any contract of employment.
2. All conditions, benefits and requirements which are specifically enumerated within individual work-for-hire letters shall supersede those contained within this document.

10.3 POLICIES REGARDING PAYMENT OF CHURCH MEMBERS FOR SERVICES RENDERED

1. Clergy and Members of the Church

Called ministers shall be paid members of United Church on the Green.

Other members of the congregation shall not be paid for services to the church. This policy restriction shall not apply to any church member employed by the church on December 10, 2019. (approved by Stewards on December 10, 2019)

2. Liturgical and Worship–Related Services

There are a variety of services provided in support of Sunday morning worship that are important to the spiritual life and growth of the congregation. As an Open and Affirming congregation we seek to be as inclusive as possible in procuring liturgical services and to pay as follows:

a. Preaching (Occasional pulpit supply at approved rate)

1. When preaching during worship is provided by-guest preachers, they will be paid at a rate authorized by the Board of Stewards and approved by the congregation in the annual budget.
2. Following the general rule in section 1 (above), members of the congregation will not be paid for preaching.

b. Director of Music

The Director of Music will be hired as an “at will” employee of the church with responsibilities for music leadership in worship, direction of the choir and the handbell choir and special musical programming. The Music Director will be paid at a rate authorized by the Board of Stewards and approved by the Congregation in the annual budget. The Music Director will work in collaboration with and under the direction of the Senior Minister with oversight by the Board of Deacons music subcommittee. I

c. Choir Section Leaders

A section leader of the choir will be engaged by contract which specifies the hours and duties of this position as a 1099 contractor. The contract will set forth the value of their services at a rate authorized by the Board of Stewards and approved by the congregation in the annual budget. Choir section leaders will work under the direction of the Director of Music with oversight by the Board of Deacons music subcommittee.

d. Guest Musicians (Occasional service at approved rate)

Guest musicians are engaged by the Director of Music as a 1099 contractor at a rate he deems appropriate within the parameters of the approved music budget. Guest musicians perform under the direction of the Director of Music.

e. Church School Sunday Teachers (Recurring service at approved rate)

The church school teachers will be engaged by the Senior Minister as 1099 contractors who will determine the specific hours, duties and compensation for this position. The contract will set forth the value of their services at a rate authorized by the Board of Stewards and approved by the congregation in the annual budget. The church school teachers will work under the direction of the Senior Minister with oversight by the Children and Youth Committee or their designees.

f. Providing Child Care (Recurring service at approved hourly rate)

Child care providers will be engaged as 1099 contractors to provide child care service at an hourly rate authorized by the Board of Stewards and approved by the congregation in the annual budget. They will work under the direction of the Sr. Minister with oversight by the Children and Youth Committee.

4. Professional Services

There are occasions where the church needs to engage professionals to assist with the church operations, buildings and program including but not limited to legal, architectural/design, construction contracting, accounting, landscaping, consulting and other technical services. It is United Church on the Green's policy not to pay members or cohabiting family of members for such professional services.

5 Church Employees

Non-clergy employees of United Church who are paid via the bi-weekly church payroll shall not also be members of the church.

6. Family Members of Church Employees

Family members of United Church payroll employees may become members of the church.

7. Conflicts of Interest

It shall be the responsibility of each officer and board and committee member, employee or contracted professional to disclose any conflict of interest arising from church hiring or payment decisions.

It is United Church policy not to hire employees into positions where they would be directly supervised by members of the same nuclear family (spouses, parents, children, siblings).

An exception to this policy is acknowledged where the United Community Nursery School occasionally hires adult children of staff members as substitute teachers or caregivers during parent meetings and workshops.

10.4 Payment Advances from Future Salary

Employees of United Church may request an advance on regular payroll no more than once each calendar year for personal or family emergencies only. Any such request shall be approved in advance by the Board of Stewards. The amount of such an advance shall not exceed one regular bi-monthly paycheck for the employee. Any such approved advances shall be repaid in full within six months of the date of the advance disbursement.

10.5 EMPLOYEE RENTAL OF THE PARISH HOUSE APARTMENT

The Church may rent the apartment on the second floor of the Parish House located at 323 Temple Street, New Haven CT to Church employees with the following provisions:

1. LEASE: There shall be a written lease setting forth the terms and rental payments for the apartment. The lease shall also specify that
 - a. The apartment and the Parish House building are smoke free.
 - b. The tenant will be required to carry renters' insurance.
 - c. The lease will include use of one parking space in the Church's section of the parking lot behind 323 Temple Street.
 - d. The lease will be inclusive of electric and heating utilities.
2. LEASE RENEWAL: The lease may be renewed annually.
 - a. Any increase in the rental payment will be incorporated into lease renewals.
3. SECURITY DEPOSIT: A two-month security deposit (first month and last month) shall be required.
 - a. The Church will put the security deposit in an interest-bearing account and re-turn it with interest upon termination of the lease
 - i. Provided that the apartment does not require any repairs or cleaning.
 - ii. Should repairs or cleaning be required the security deposit will be used to cover these costs.

4. PAYMENT VIA PAYROLL DEDUCTION: Provided the employee earns a salary that is sufficient to cover the monthly rent payment:
 - a. The Church will deduct rent payments from the employee's paychecks.
 - b. If the employee does not earn enough to cover the monthly rent payment the Board of Stewards shall determine how payments will be made.
5. RENT: Rent will be set at fair market value based on the inclusion of one parking space, the inclusion of utilities, and the downtown location of the apartment.
6. PETS: Pets may be allowed with the approval of the Board of Stewards.

10.6 ADDITIONAL CONDITIONS & REQUIREMENTS FOR TEACHERS OF THE UNITED

UNITED COMMUNITY NURSERY SCHOOL PROGRAM

1. Evaluation

- a. Formal evaluations for teachers will occur in addition to the regular UCG evaluations as specified in 10.6 as required by any relevant state regulations. In addition to UCG policies, teachers' evaluations include a self-evaluation process, input from parent and teacher surveys, and review and updating of their Individual Education Record and Individual Professional Development Plan.
- b. Teacher Performance Appraisals are kept in each teacher's Professional Employee File, in a locked drawer in the school office. These files also contain the employee's resume, pre-employment material and other documentation concerning the employee's employment record. Such documentation may include: 2 reference letters, college transcripts, copy of diplomas, Orientation Checklist, listing of continuing education hours and documentation, annual self-evaluations, annual Performance Appraisals, individual professional development plan, any documentation of supervisor-employee interviews, and sign off form indicating the employee has read, understands and will comply with the information in this extended UCNS handbook. A health record is also maintained for each employee including the state required health form signed by a physician verifying good health every 2 years, and a TB test upon employment, and as re-

quired. All employees hired on or after September 1, 2000, are required to submit fingerprints and a background check release form to the state and federal government.

2. Inclement Weather

- a. When school is cancelled due to weather or other potentially hazardous situation, all school staff will be paid for the number of hours that they would ordinarily work.

3. Confidentiality of School Family and Staff Information

- a. See separate UCNS "Personal Data Privacy Policy."

4. UCNS Grievance Procedure

- a. Employees should bring grievances first to the school Director. If no solution can be reached, the employee should then request a meeting with the Nursery School Advisory Committee leadership. Failure to resolve may then be brought to the senior Minister of the United Church on the Green or his/her designee. Failure to resolve may then be brought either to the CT State Department of Health, Day Care Licensing Unite; or another appropriate governmental department.

5. Definition of The Work Week

- a. UCNS Program hours are normally 7:30 to 5:30.
- b. Addition: Since teachers are required to be with children during lunch time, part time teachers may take a paid 15-minute break for every 4 hours worked and full-time teachers may take a paid half hour break during the work day at times to be determined with their supervisor.

6. Time Records

- a. All UCNS staff are required to log hours worked as part of their duties using UCG approved forms on a bi-weekly basis.
- b. They are expected to log in whenever they actually start and end work for the day, and if they leave the facility and return during the day. They also must note the reason for any non-classroom time (i.e., substituting, family events, etc.)

7. Paid Time Off

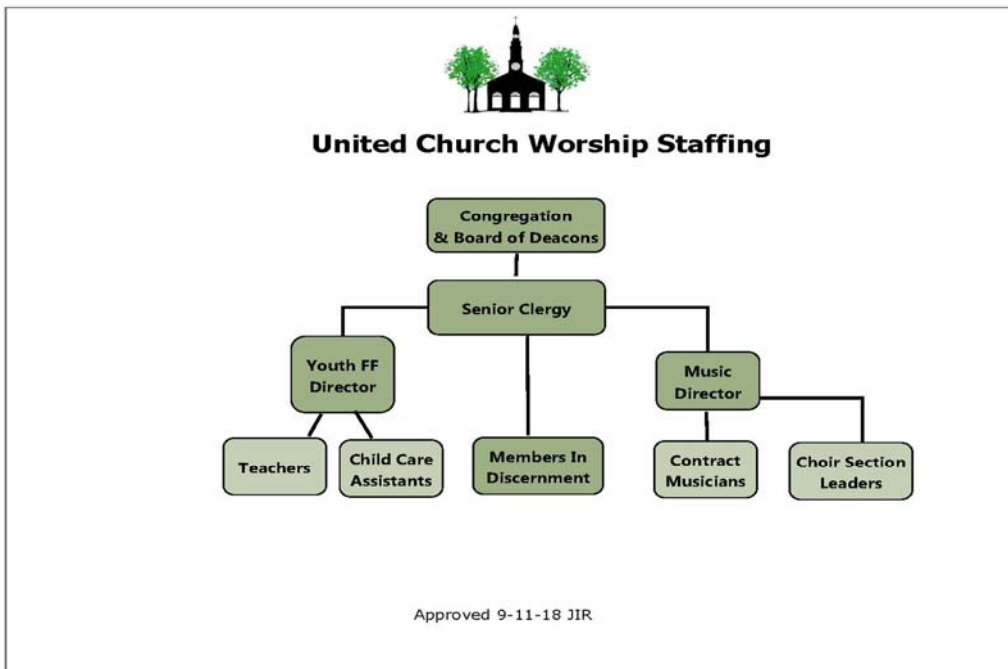
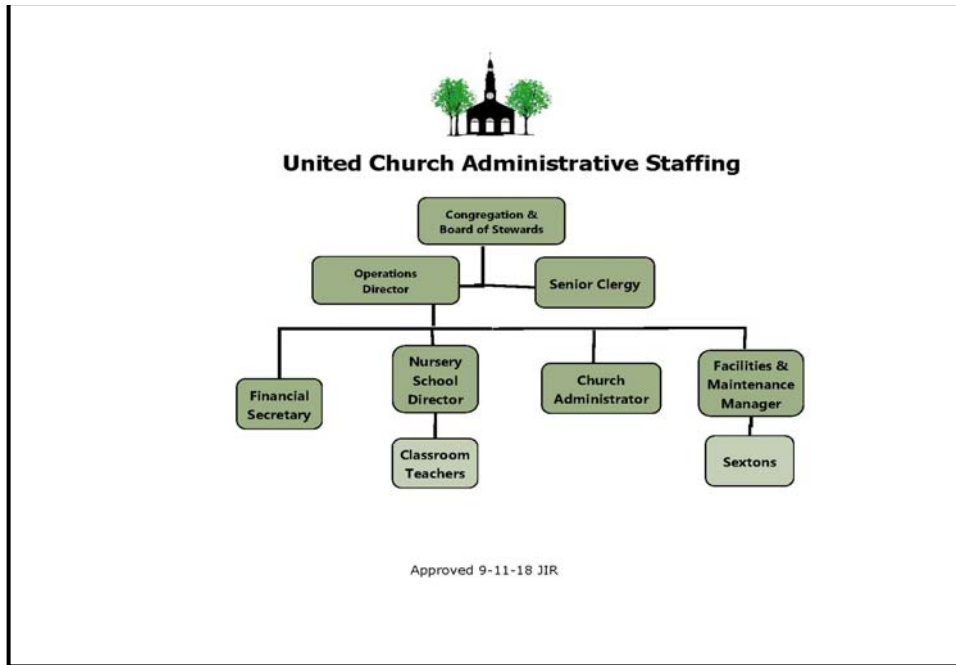
- a. Individual work-for-hire letters of agreement conditions apply.

8. Unsatisfactory Performance

- a. Nursery School employees are expected to conduct themselves in a professional manner and adhere to the NAEYC Code of Ethical Conduct at all times. Inappropriate language or discussions may not occur in the presence of children or families, and no type of discrimination against others will be tolerated and may be grounds for dismissal. In addition, teaching staff must never use physical punishment against any child including shaking or hitting, and staff must never engage in any psychological abuse, coercion, threats, or derogatory remarks. These types of actions against children are grounds for immediate termination.

9. See also UCNS Program “Abuse & Neglect Policies” document.

10.7 ORGANIZATIONAL CHARTS



10.8 EMPLOYEE ACKNOWLEDGEMENT

This employee manual describes important information about United Church on the Green, and I understand that I should consult my direct supervisor or the Operations Director or Senior Minister regarding any questions not answered in the handbook. I have entered into my employment relationship with United Church voluntarily and acknowledge that there is no specified length of employment. Accordingly, either I or United Church can terminate the relationship at will or without cause, at any time, as long as there is no violation of applicable federal or state law.

Since the information, policies, and benefits described here are necessarily subject to change, I acknowledge that revisions to the handbook may occur. I understand that revised information may supersede, modify, or eliminate existing policies.

Furthermore, I acknowledge that this manual is not a contract of employment, or a legal document and it does not create any obligation on the part of United Church to have “for cause” reason or any reason at all to terminate my employment. I have received the handbook, and I understand that it is my responsibility to read and understand the policies contained herein and am fully aware of my obligations at all times to fully comply with the responsibilities that are imposed on me as a condition of employment.

EMPLOYEE’S SIGNATURE

DATE

EMPLOYEE’S NAME (TYPED OR PRINTED)

Please sign this page and return it to the Operations Director.

It will be kept in your personnel file.