

**UNITARIAN UNIVERSALIST  
COMMUNITY CHURCH  
OF SANTA MONICA**

**Employee Manual**

As adopted by the Board of Directors  
on August 26, 2008

THIS DOCUMENT IS NOT A CONTRACT AND  
NO STATEMENT OF POLICY, BENEFIT, OR  
OTHER PROVISION HEREIN SHALL BE  
CONSTRUED TO IMPLY A CONTRACTUAL  
RELATIONSHIP BETWEEN EMPLOYER AND  
EMPLOYEE.

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## **1. GENERAL**

This Employee Manual represents the policies of the Unitarian Universalist Community Church of Santa Monica (“Church”) applicable to the employment of all ministerial and non-ministerial employees. No oral statement or representation may in any way change or alter the provisions of this document. The Church reserves the right to revise, modify, delete, or add to any policies, procedures, or benefits recited herein. Any such changes must be in writing and be signed by the President of the Board of Directors (“Board”) following approval by the Personnel Committee and the Board. In the event of any apparent ambiguity of any provision herein, the interpretation of the Church shall prevail. Notwithstanding the foregoing, in those cases where the employee may be employed under the terms of a written contract, to the extent any terms of such contract shall conflict with any provision hereof, the contract shall prevail.

This document and any approved modification(s) thereto shall be distributed to all employees in order that they may be informed concerning the policies and procedures of the Church. A copy of this document shall be maintained on file in the Church office and may be reviewed by employees upon request.

The Church reserves the right to restructure staff by adding or eliminating positions at any time with or without notice.

## **2. NON-DISCRIMINATION POLICY**

The Church is an equal opportunity employer and, as such, prohibits discrimination based on race, sex, color, national origin, political or union affiliation, marital status, sexual orientation, age, or disability. In its hiring practices, the Church does not discriminate on the basis of religion, except insofar as the Church may deem that religious orientation may be a legitimate qualification (e.g., for the position of Director of Religious Education).

## **3. JOB CLASSIFICATIONS**

### **A. Director Level**

Certain positions shall be considered Director Level. They include the Minister, Director of Religious Education, Director of Administration, and Director of Music.

### **B. Non-Exempt / Exempt**

Employee positions shall be classified as either Non-Exempt or Exempt. Non-exempt positions are those which are subject to (i.e. not exempted from) Federal and State hourly wage and work hour laws. Non-Exempt positions are typically those which entail the performance of assigned tasks and which are compensated on an hourly basis. If a Non-Exempt employee shall work in excess of eight (8) hours in any work day or more than forty (40) hours in any work week, such excess time (“Overtime”) shall be compensated at a rate

1.5 times that employee's regular hourly rate. However, no employee may work overtime or be compensated therefore without the express written authorization of the Director of Administration or the employee's supervisor. Exempt positions are those of a more general or supervisory nature and which are compensated on a salaried basis and are not entitled to overtime pay.

**C. Board-Ratified / Non-Board-Ratified**

Employee positions shall be classified as either Board-Ratified or Non-Board-Ratified. Board-Ratified positions are those for which ratification by the Board must be obtained prior to a candidate being offered employment. An Exempt position with a regular work schedule of twenty (20) hours or more per week shall require ratification by the Board.

**D. Full-Time / Part-Time / Limited-Time**

An employee regularly scheduled to work an average of a minimum of thirty-five (35) hours per week shall be classified as a full-time employee. An employee regularly scheduled to work an average of a minimum of twenty (20) but less than thirty-five (35) hours per week shall be classified as a part-time employee. An employee regularly scheduled to work less than 20 hours per week shall be classified as a limited-time employee.

**E. Temporary / Informal / Independent Contractors**

An employee, the duration of whose employment is not expected to exceed six (6) months, or who is employed for special tasks of a non-continuing nature, shall be considered a temporary employee. An individual employed on an on-call or otherwise irregular basis shall be referred to as an informal employee. In appropriate circumstances, the Church may engage the services of independent contractors.

**F. Job Description**

Before the recruitment or hiring of any employee position, an applicable job description shall be approved by the Board unless one shall have previously been approved and no changes thereto be deemed necessary. Job descriptions may be modified from time to time as circumstances may change, including without limitation, the adding or deleting of duties and responsibilities for that position. In such cases, the revised job description shall be prepared by the Personnel Committee and presented to the Board for approval.

Each job description shall include the necessary and desired qualifications, the function(s) to be performed, the supervisor to whom the employee reports, whether the position requires ratification by the Board, whether the employee shall be Non-Exempt or Exempt, the average number of hours to be worked per week, and the work schedule. Job descriptions shall be developed by the Personnel Committee in consultation with the supervisor of such position and presented to the Board for approval. After consulting with the Finance Committee, the Personnel Committee shall advise the Board whether the compensation recommended to fill an employee position is supported by the Church budget.

**G. Recruitment and Hiring**

Recruitment and hiring into Board-Ratified positions shall be carried out collaboratively by the supervisor of the position, the chairperson of the pertinent departmental committee, and the Personnel Committee. Depending on the nature of the position, a search committee or selection task force may be established by the Board, composed of one or more members from the pertinent departmental committee, the Personnel Committee and, subject to the discretion of the Board, one or more Church members not affiliated with either committee. In such instances, the search committee or task force shall solicit and evaluate applications for the position, interview candidates, and present its recommendations to the supervisor of the position and to the Minister. Upon concurrence by both the supervisor and the Minister and ratification by the Board (if required), the supervisor shall be authorized to hire the recommended candidate. The experience and qualifications of any candidate to be hired may be considered in the determination of the level of compensation to be paid.

**H. Identification and Citizenship**

All employees must comply with Federal requirements for identification and citizenship. Misrepresenting any matter related to one's identification or citizenship status shall be grounds for rejection (if a candidate) or dismissal (if an employee).

**4. AT-WILL EMPLOYMENT**

Employment shall be at-will and may be terminated at any time with or without cause and with or without notice. To the extent feasible, the Church shall advise an employee in advance of any action that might affect the nature, existence, or continuation of his/her position. Nothing in this document or any other document, including benefit plan descriptions, shall create or is intended to create a promise or representation of continued employment. Except for the Board, acting as a Board, no employee or person acting as a representative of the Church shall have the authority to enter into any agreement for employment other than at-will.

**5. BENEFITS**

Employees shall be entitled to certain benefits as detailed below, except that temporary and informal employees shall not be eligible for any benefits.

**A. Payroll Tax Withholding, Workers' Compensation, Unemployment Insurance**

Compensation earned by employees shall be subject to withholding for federal and state income taxes, Social Security, and State Disability Insurance. Employees shall be entitled to unemployment and workers' compensation insurance benefits to the extent provided by applicable law and regulations.

**B. Medical**

Unless declined by the employee, immediately following completion of his/her initial thirty (30) days of employment, full-time employees shall be covered by the Church's group medical plan at no cost to the employee. If any such employee wishes that coverage be extended to include family members or dependents, the cost of such dependent coverage shall be borne by the employee and be deducted from the employee's compensation. For part-time employees, the Church shall contribute one-half (1/2) of the premium for medical insurance and the employee the remaining one-half (1/2). Limited-time employees shall not be entitled to medical benefits under the Church's group plan.

**C. Pension**

After the completion of the first year of employment, full-time and part-time employees shall participate, at no cost to them, in the UUA Pension Plan, which is a defined-contribution plan in which a fixed amount is contributed and invested each month. Upon retirement, payout shall depend upon the performance of the investments during the period of participation. The invested funds shall be fully vested (owned by the employee) from the beginning of participation. The Church shall make monthly contributions to the Plan. Except as may otherwise be provided by written contract, the amount contributed shall be ten percent (10%) of the employee's gross earnings. For employees compensated on an hourly basis, such amount contributed shall be based on the established expected number of hours to be worked per week by that employee. In addition, an employee may, subject to tax code limits, take a voluntary reduction in his/her earnings by directing the Church to contribute such reduced amount on a pre-tax basis to a Tax Sheltered Annuity plan. Limited-time employees shall not be entitled to pension benefits.

**D. Holidays**

Unless otherwise specified in the applicable job description, New Years Day, President's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas shall be paid holidays for full-time employees, as well as part-time employees who would normally work on the day the holiday shall fall. Compensation paid to eligible part-time employees for holidays shall be paid at a rate commensurate with the average number of hours worked daily (averaged over the immediately preceding three-month period). Limited-time employees shall not be entitled to holiday pay.

**E. Vacation**

1) Except for employees holding Director-level positions for whom a specific vacation allowance may be approved by the Board, full-time employees shall be entitled to take ten (10) days of paid vacation per calendar year or a proportionate number of days for any period less than one (1) year of employment. Such vacation allowance shall be increased by one (1) day per year for each additional year of employment after five (5) years of continuous employment (i.e. beginning with the sixth year of employment).

2) Subject to the approval of the employee's supervisor of the dates requested, vacation may be taken at any time during the year with the exception of the period between Thanksgiving and Christmas and the week immediately prior to and the week immediately following the beginning of the regular Church program year each Fall. Requests for

vacation time must be made in writing to the employee's supervisor at least thirty (30) days prior to the start of the vacation period requested.

3) Unused vacation days may be carried over to the following year with the limitation that, at any time, the total vacation time accrued but not yet taken may not exceed twenty (20) days. At such point, accrual of vacation time shall cease until the vacation accrued but not yet taken shall be less than twenty (20) days.

4) Part-Time employees shall accrue one-half (1/2) of the paid vacation benefit provided in this Paragraph 5.E.

5) Non-exempt, limited-time employees shall not be entitled to paid vacation.

**F. Sick Leave**

1) Full-time employees shall be entitled to paid sick leave, earned at the rate of one (1) day per month. Sick leave may be taken only in the case of actual sickness or disability and shall not be taken for any other reason. The church may require written certification from a physician detailing the nature and seriousness of the illness or disability.

2) Unused sick leave may be carried over to the following year with the limitation that, at any time, the total sick leave accrued but not yet taken may not exceed thirty-six (36) days.

3) Part-Time employees, shall be entitled to paid sick leave at the rate of one-half (1/2) of the above benefit (i.e. one-half (1/2) day for each month).

4) Non-exempt, limited -time employees shall not be entitled to sick leave.

**G. Pregnancy/Family/Medical/ Leave**

1) An employee may be entitled to take a leave of absence for: a) up to six (6) weeks for the purpose of bonding with a newborn baby, newly adopted or new foster child; caring for a seriously ill parent, spouse, domestic partner, or child; or caring for the employee's own serious health condition, or b) up to four (4) months in the event of a pregnancy-related disability.

2) In any of the above cases, the employee shall apply for State Disability Insurance (SDI) benefits for the period of leave. Employees who may take a leave of absence pursuant to this provision shall not be entitled to be paid for the duration of the leave except that the Church shall supplement SDI benefits for not more than six (6) weeks by paying employee the difference between the SDI payments received by employee and the employee's regular income. Such supplemental payments shall be made only after employee's available (accrued) sick and vacation leave shall have first been exhausted.

3) Employees shall provide the Church with adequate advance notice of leave and, where applicable, satisfactory written medical certification detailing the nature and seriousness of the sickness or disability.

4) During any leave taken under this provision: a.) the Church shall keep the employee's position open for his/her return, or provide a similar assignment b.) the Church shall continue to make contributions to the employee's health insurance; c.) sick leave and vacation time shall cease to be accrued.

**H. Bereavement Leave**

Employees shall be entitled to receive up to five (5) days of paid leave in the event of the death of a parent, spouse, committed partner, child, or sibling. Subject to the discretion and with the consent of the Minister, one (1) or more days of paid leave may be granted for the death of other relatives or friends.

**I. Personal Leave**

Unpaid leave for personal reasons may be granted under unusual circumstances at the discretion and with the consent of the Minister and the President.

**J. Paid Time Off**

Limited-time employees who work at least five (5) hours per week (averaged over the immediately preceding three-month period) shall be entitled to two (2) hours of paid time off for each month of his/her employment, to accrue on the last day of each month. When such paid time off shall be taken shall be coordinated with employee's supervisor. Requests for paid time off time must be made in writing to the employee's supervisor at least thirty (30) days prior to the start of the period of time off.

**K. Jury Duty**

In the event an employee shall be called to serve jury duty, the Church shall compensate such employee for up to one (1) week of absence for such purpose at the employee's regular rate of pay. If such employee should be a part-time employee, he/she shall be compensated at his/her rate of pay calculated based on the average compensation paid for the three (3) consecutive months prior to the beginning of jury duty.

**L. Reporting Procedures**

The Director of Administration shall maintain time-reporting procedures for all employees. In order to support this function, supervisors shall keep accurate, up-to-date records of attendance and absence for themselves and employees who report to them. Not later than the first business day of the following month, supervisors shall provide such records to the Director of Administration with sufficient detail so as to permit the tracking of hours worked and, where applicable, vacation, sick leave, as well as any leave pursuant to paragraphs G, H, I, J, and K.

## **6. PERFORMANCE EVALUATIONS / COMPENSATION REVIEWS**

Performance evaluations of both full-time and part-time employees by their respective supervisors shall be conducted prior to each annual compensation review. Such evaluations shall also serve to assist employees in understanding their performance and to promote the efficient and cohesive functioning of the Staff as a whole.

Compensation reviews are an integral part of the Church's budget development process. Initial compensation review recommendations shall be made by the Minister, the employee's supervisor, and the pertinent departmental committee, based on the most recent employee performance evaluations and any other relevant information available. Such recommendations shall be forwarded to the Personnel Committee which shall coordinate with the Finance Committee for incorporation in the proposed budget for the following fiscal year. The granting of compensation increases and promotions shall be solely within the discretion of the Church. Positive performance evaluations do not automatically or necessarily result in increases in compensation or promotions.

## **7. GRIEVANCES**

If an employee shall have a grievance that cannot be resolved in the normal course of events within a reasonable time, the employee shall advise his/her supervisor, who shall investigate the claim and attempt to effectuate a satisfactory resolution. If the problem cannot be resolved in that manner, or if the grievance shall be against the employee's supervisor, the employee may present the grievance to either the Chair of the Personnel Committee, Director of Administration, President of the Board, or the Minister, who shall attempt to effectuate a resolution. A written record of any efforts made in this regard shall be made and filed with the Director of Administration. Such procedures are intended to provide employees with a full opportunity to raise issues of concern without fear of retaliation.

## **8. HARASSMENT**

In accordance with applicable state and Federal law, the Church prohibits all forms of harassment. Harassment may consist of conduct, speech, or behavior: a) which is unwelcome or offensive; b) that constitutes or contributes to a hostile or offensive work environment; or, c) any expression of sexual or other inappropriate interest, particularly if such conduct continues after the offending party has been advised that such interest is unwelcome. Sexual harassment may or may not include requests for sexual contact in exchange for the promise of benefit or gain.

Any employee who believes that he/she has been subjected to harassment shall immediately notify his/her supervisor, the Director of Administration, President of the Church, or any member of the Board. If such employee shall wish to remain anonymous, every effort shall be made to accommodate such request. Likewise, any supervisor or co-worker shall report to the Director of Administration or the Chair of the Personnel Committee any action of which they may be aware which may constitute harassment of an

employee. The Church shall not retaliate against any employee who may make a complaint or allegation of sexual or other harassment.

If any report of sexual or other harassment shall be made, the Director of Administration or the employee's supervisor shall immediately make a report to the President of the Board. The Board may, in consultation with the Minister and the employee's supervisor, make such determinations as may be appropriate, including without limitation the termination of the offending individual.

## **9. WORK RULES**

All employees shall comply with the following work rules, as applicable:

- 1) If any employee shall work more than five (5) hours in any one shift, he/she shall be required to take at least twenty (20) minutes (unpaid) for lunch. An employee may choose to eat lunch at his/her desk provided he/she shall first clock out.
- 2) Employees shall be entitled to take a ten (10) minute break in any four (4) hour period.
- 3) All employees shall be required to clock in at the beginning and out at the end of each shift, work day, or designated work period, as well as for lunch. No employee shall be allowed to clock in or out for another employee.
- 4) Personal phone calls during work time shall be limited to no more than two (2) minutes in length and not more than twice per day. Personal calls of unrestricted length may be made during employee's break or lunch time. Any emergency of a personal nature which may in any way affect the employee's work shall be immediately brought to the attention of the Director of Administration.
- 5) Employees shall not use the Church internet for personal business at any time although an employee may use his/her own personal internet account during lunch (but not during breaks) provided he/she shall have first clocked out.
- 6) If any employee shall be sick or expects to be late, he/she shall notify his/her supervisor prior to the beginning of his/her shift or work period. If an employee shall have to schedule a medical or dental appointment, he/she shall give his/her supervisor as much notice as possible. This time shall be counted against his/her sick time in increments of a minimum of two (2) hours.
- 7) Non-Exempt employees shall not work overtime (i.e. more than eight (8) hours of work in one day or forty (40) hours of work in one work week, or work through his/her lunch hour) unless he/she shall receive written permission from his/her supervisor.

## **10. PROHIBITED CONDUCT**

The following conduct shall be prohibited and may constitute grounds for dismissal. The following is intended to be illustrative rather than comprehensive as other acts not mentioned below may nevertheless be deemed injurious to the security, personal safety or welfare of other employees, members of the congregation, or the Church itself.

- 1) Theft of property of another employee, Church member, or other person associated with the Church.
- 2) Deliberate destruction of Church property or the property of another employee, Church member, or other person associated with the Church.
- 3) Provoking or engaging in fighting on Church property or using abusive or threatening language toward any employee, Church member, or other person associated with the Church.
- 4) Carrying firearms or any other weapon on Church property at any time.
- 5) Engaging in criminal conduct, whether on Church property or not.
- 6) Insubordination, including but not limited to the failure or refusal to obey a lawful request by, or the use of abusive or threatening language toward, the employee's supervisor, the Minister, Director of Administration, or any member of the Board.
- 7) Falsification of employment records, employment information, or other Church records, including time cards.
- 8) Committing a fraudulent act or breach of trust.
- 9) Sexual or other harassment of another employee, Church member, or other person, whether associated with the Church or not.
- 10) Any use of illegal drugs or the inappropriate consumption of alcohol while on Church property.
- 11) Using prescription drugs, if such use renders the employee unable to properly perform his/her duties.

## **11. DISCIPLINARY ACTION**

Unsatisfactory job performance, violation of Church policies, violation of work rules, or the commission of any prohibited conduct, may result in disciplinary action, which may include dismissal. Where feasible, an employee may first be given a verbal warning. If verbal warning shall not prove effective in correcting the deficiency or offense, a written warning shall be given to the employee. Nothing herein shall impair the ability of the Church or the Minister to dismiss the employee without warning if such action should be deemed appropriate or necessary.

## **12. TERMINATION**

### **A. Voluntary (Resignation)**

An employee may voluntarily resign from his/her employment at any time provided he/she gives a minimum of two (2) weeks notice of intention to resign. Failure to report to work for two (2) consecutively scheduled work days without adequate notice to, or approval by his/her supervisor, the taking of leave without the prior approval of the employee's supervisor, or the failure to return to work following an approved leave, may be deemed by the Church to constitute voluntary resignation and result in termination.

### **B. Involuntary (Dismissal)**

1) Dismissal of an employee in a Board-ratified position shall require the approval of the Board which shall consult with the Minister, the Director of Administration, the chairperson of the committee pertinent to the position involved, and the Personnel Committee. Recommendations for discipline or dismissal of such an employee may be referred to the Board by the employee's supervisor or the pertinent committee, but the final decision to dismiss, other than under the provisions for "Summary Dismissal" (see below), may be made only by the Board.

2) Dismissal of an employee in a position not requiring Board ratification, other than under the provisions for "Summary Dismissal" (see below), may be executed by the employee's supervisor after first consulting with the Director of Administration and the chairperson of the Personnel Committee.

### **C. Summary Dismissal**

Notwithstanding anything above to the contrary, the Board may terminate the employment of an employee, if, in its determination, such employee represents a danger to the Church or to any member of the Congregation, subjects another member of the Staff or the Church to potential legal liability, or for the protection of the interests of the Church. Prior to the taking of any such action, the Board shall advise the employee's supervisor.

### **D. Termination Benefits**

Upon termination, an employee shall be compensated for any accrued but unused vacation days and any salary earned but not yet paid, less any government-required withholdings or deductions, but not for any unused sick days. Such employee shall retain any vested interest he/she shall have in the UUA Pension Plan, although no further contributions to the Plan shall be made. Participants in the Church group medical plan may be eligible to convert to self-paid non-group coverage, to the extent allowed by the plan provider.

### **13. ACCOMMODATIONS OF PERSONS WITH DISABILITIES**

In accordance with California Law, the Church does not discriminate in the hiring or retention of any employee on the basis of physical illness or condition of disability. Any employee who may seek accommodation of his/her position as a result of disability shall make such request in writing, together with appropriate medical documentation, to his/her supervisor who shall promptly bring such request to the attention of the Director of Administration for appropriate action.

### **14. ADMINISTRATIVE SUPERVISION**

The Minister shall be the supervisor of the Director of Religious Education, the Director of Administration, and the Director of Music. The Director of Religious Education shall be the supervisor of any teacher or child care provider. The Director of Administration shall be the supervisor of any Office Assistant, Finance Assistant, Sexton, or anyone assigned to housekeeping or kitchen duties. The Director of Music shall be the supervisor of the keyboardist and choir section leaders.

For employees under their supervision, supervisors shall be responsible for the application of personnel policies and compliance with work rules. They shall be available to provide counsel or direction to such employees and to insure the effectiveness of the team of employees and volunteers under their supervision.

### **15. PERSONNEL COMMITTEE**

The Personnel Committee shall be responsible for ensuring that job descriptions for employee positions are generated, approved, and periodically updated, overseeing the process of annual employee evaluations, responding to issues or questions raised in regard to their employment, and recommending compensation adjustments to the Finance Committee and the Board, based on the evaluations and other information which may be provided by supervisors and departmental committees. The Personnel Committee shall be responsible for assuring a reasonable and coherent pay structure for the staff as a whole, in conformance with applicable UUA Compensation guidelines.

**ACKNOWLEDGMENT OF RECEIPT**

I, \_\_\_\_\_, acknowledge receipt of a copy of the Employee Manual, that I have the responsibility to read it, and that I am expected to be familiar with and to comply with all provisions contained therein which may apply to me.

I further acknowledge and agree that my employment is terminable at will and that no contractual relationship between the Unitarian Universalist Community Church of Santa Monica and myself shall be implied or inferred.

SIGNED: \_\_\_\_\_

DATE: \_\_\_\_\_