PERSONNEL HANDBOOK
FOR
St. James' Episcopal Church, Fremont, CA

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INTRODUCTION

This Handbook contains guidelines regarding benefits that **St. James' Episcopal Church (hereinafter, "the Church")**, a religious corporation provides its employees, both exempt and non- exempt, as well as the policies and rules that may affect your employment by **the Church**.

The policies described in this Handbook take effect immediately and supersede all other policies, handbooks, summaries, memoranda and bulletins previously distributed to you, as well as any representations, both oral and written, which may previously have been made to you by a representative or agent of **the Church,** or by prior motions approved by the Vestry.

This Handbook is neither to be construed as a contract nor as conferring any contract or other right, including, without limitation, a right to continued employment or employment for any specific period of time.

The benefits and policies described herein and provisions of this Handbook, other than its employment-at-will provisions, may, at the discretion of **the Church**, be modified, revoked or changed at any time, without notice and without written revisions of this Handbook.

Please read this Handbook carefully. If you have any questions regarding its contents, please discuss them with your supervisor or other **Church** representative.

As a religious corporation, **the Church** is entitled to various protections under the Constitution of the United States of America and the extent to which any federal, state or local law applies depends on a proper interpretation of those protections. Nothing in this Handbook may be construed as a concession that any particular law which may underlie a policy is applicable to **the Church**, nor may this Handbook create a right to sue where one does not already exist. For example, if you are ordained, this Handbook is not intended to and does not create any rights under local, state or federal laws to challenge employment decisions which the First Amendment to the United States Constitution makes the province of the Church.

THIS PERSONNEL HANDBOOK FOR ST. JAMES' EPISCOPAL CHURCH, FREMONT, CALIFORNIA, BECAME IN EFFECT ON AUGUST 1, 2009.

GENERAL EMPLOYMENT POLICIES

EQUAL OPPORTUNITY EMPLOYER

The **Church** is an equal employment opportunity employer and does not discriminate against applicants or employees with respect to any terms or conditions of employment on account of race, color, national origin, ancestry, sex, sexual orientation, gender identity, age, physical or mental disability, medical condition, marital status, pregnancy, childbirth or related conditions, citizenship, military service status, or any other characteristic protected by state or federal law or local ordinance other than religion.

When necessary, the **Church** will reasonably accommodate employees and applicants with known physical or mental disabilities or medical conditions if the person is otherwise qualified to safely perform all of the essential functions of the position.

AT-WILL EMPLOYMENT

Employment with the **Church** is on an indefinite basis and it is not for a specified period of time. It can be terminated either by you or the **Church** at any time with or without cause or notice. Additionally, the **Church** may modify your employment, including demotion, at any time with or without cause or advance notice. No one other than the Rector or Senior Warden of the **Church** may make any agreement contrary to the foregoing and any such contrary agreement can only be made in writing signed by you and either of those two individuals and approved by the Vestry. Nothing in this Handbook is intended to, nor should be read to alter or modify the at-will employment relationship which the **Church** maintains with its employees.

SAFE CHURCH POLICIES: WHOLE AND HEALTHY CHURCH

The **Church** requires all employees to be familiar with the Safe Church Policies as outlined by the Diocese of California. *Whole and Healthy Church: Policies & Procedures for the Episcopal Diocese of California* is a document outlining the policies, standards, and resources for ensuring that our congregations are safe places for all God's people. This booklet is available on the Diocesan web site at https://diocal.org/whole-and-healthy-church.

The **Church** requires all employees to submit to a background check and complete the online courses through Praesidium Academy and fingerprinting through LifeScan. This must be done and the certificate of completion presented before a key to the facilities will be issued to you. Registering for the background check and the online course are at the link above.

POLICY AGAINST HARASSMENT

The **Church** is committed to maintaining a work environment free of unlawful harassment. The **Church**'s policy prohibits harassment because of sex (which includes sexual harassment, gender harassment and harassment due to pregnancy, childbirth or related medical conditions) and harassment because of race, religion, creed, color, national original or ancestry, physical or mental disability, medical condition, marital status, age, sexual orientation, gender identity or any other status protected by federal or state law or local ordinance or regulation. **All such harassment is unlawful.** The **Church**'s policy applies to all persons involved in the operation of the **Church** and prohibits unlawful harassment by any employee of the **Church** including supervisors and co-workers.

DEFINITION OF SEXUAL HARASSMENT

Sexual harassment is defined as unwelcome or unwanted advances, requests for sexual favors or any other verbal (oral or written), visual, or physical 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 unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Examples of sexual harassment may include, but are not limited to:

- Physical, unwelcome touching;
- Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations or comments;
- Visual conduct such as derogatory and/or sexually oriented posters, photography, cartoons, drawings or gestures;
- Threats and demands to submit to sexual requests as a condition of continued employment, or to avoid some other adverse consequence, and offers of employment benefits in return for sexual favors;
- Inappropriate conduct or comments consistently targeted at only one gender, even if the content is not sexual;
- Retaliation for having reported or threatened to report sexual harassment.

This behavior is unacceptable in the workplace itself and in other work-related settings such as business trips and business related social events. In evaluating behavior, the standard to be applied is that of a reasonable victim of the same gender as the victim.

REPORTING A COMPLAINT

When possible and only if you feel safe, you are encouraged to confront the harasser and ask them to stop. The harasser may not realize the advances or behavior are offensive. Sometimes a simple confrontation will end the situation. In the event that such informal, direct communication between the alleged harasser and the complainant is either ineffective or unduly difficult, awkward, or unsafe, a harassment complaint should be reported in the following manner.

If you believe that you have been unlawfully harassed, prepare a complaint with an accurate record of the objectionable behavior and deliver it to one of the following resources as soon as possible after the incident:

Rector (St. James Episcopal Church, 510.797.1492)
Sr. Warden (srwarden@saintj.com)
Diocese of California Whole and Healthy Church Resources
(https://www.diocal.org/resource/church-resources/whole-and-healthy-church/)
Bishop (The Rt. Rev. Austin Rios, 415.869.7826)

Although the preparation of a written complaint is strongly encouraged, it is not a requirement of this policy. If you are reluctant to put your complaint in writing, please convey an oral complaint to any of the above-named individuals as soon as possible after the incident. If your complaint is against a minister or someone covered by Title IV of the Canons of the Episcopal Church, your complaint in all likelihood will constitute a "charge" and will be investigated and determined in accordance with the Canons. The procedures set forth below do not apply if the Canons apply.

Your complaint should include details of the incident or incidents, names of the individuals involved and names of any witnesses. All complaints will be referred to an investigative committee, which will include the Church's Senior or Junior Warden, and at least two members of the Vestry. The committee will promptly undertake a discreet, effective, thorough and objective investigation of the harassment allegations. If a complaint involves a member of the complaint investigation committee, that member shall not participate in the investigation of that complaint.

You should report all incidents you believe to be unlawful harassment, even if you were not the subject of the alleged harassment.

If the **Church** determines that unlawful harassment has occurred, effective remedial action will be taken in accordance with the circumstances involved. Any employee determined by the **Church** to be responsible for unlawful harassment will be subject to appropriate disciplinary action, up to and including termination. Whatever action is taken against the harasser will be made known to the employee lodging the complaint.

The **Church** will not retaliate against you for making or filing a complaint, participating in an investigation or filing a complaint with the Equal Employment Opportunity Commission or the Department of Fair Employment and Housing nor will it permit retaliation by Clergy, Vestry members, employees or co-workers.

The **Church** encourages all employees to report any incidents of harassment forbidden by this policy **immediately** so that complaints can be quickly and fairly resolved. You should also be aware that the Federal Equal Employment Opportunity Commission and the California Department of Fair Employment and Housing investigate and prosecute complaints of prohibited harassment in employment. If you think you have been harassed or that you have been retaliated against for resisting or complaining, you may file a complaint with the appropriate agency. The Department of Fair Employment and Housing can be reached at 800.884.1684; the Equal Employment Opportunity Commission can be reached at 800.669.4000 or 415.625.5600, or via their web site at http://www.dfeh.ca.gov/. The **Church** offers this information without conceding that these agencies will necessarily have jurisdiction over any complaint.

DRUG AND ALCOHOL USE

The use, sale, possession, purchase or transfer of illegal drugs on the **Church** premises, in its vehicles, whether owned, leased or rented, during or after working hours or at any **Church** function is strictly prohibited. The use of alcohol on **Church** premises shall be in compliance with **Church** policy on the responsible use of alcohol at social events. (See Appendix)

IMMIGRATION REFORM AND CONTROL ACT

Under the provisions of the Immigration Reform and Control Act of 1986, all employees hired after November 6, 1986 must provide, at the time of hire, proof of their identity and their authorization to work in the United States. You must complete and sign I-9 forms verifying identity and work authorization when you are hired.

All applicants will be considered for open positions regardless of national origin and citizenship status in accordance with the provisions of the Immigration Reform and Control Act of 1986 and all regulations promulgated thereunder.

You are expected to cooperate in ensuring that violations of the policy do not occur.

EMPLOYEE CLASSIFICATIONS, HOURS OF WORK, AND PAYROLL ISSUES

CLASSIFICATIONS

REGULAR FULL-TIME - An employee who has completed the Introductory Period and is regularly scheduled to work not less than thirty (30) hours each week. Regular Full-Time Employees are entitled to those benefits which may be offered to such employees from time to time by the Church.

REGULAR PART-TIME - An employee who has completed the Introductory Period and is scheduled to work fewer than thirty (30) hours each week. Workers' compensation, salary continuation, social security and leaves for pregnancy and work-related disabilities are the only benefits provided Part-Time Employees.

TEMPORARY - An employee who works on special projects of a short duration or on an on-call basis as needed. Workers' compensation and social security are the only benefits provided Temporary Employees.

EXEMPT - An employee whose position meets specific exemption tests established by the California Industrial Welfare Commission ("IWC") and/or the federal Fair Labor Standards Act ("FLSA") is exempt from overtime pay requirements.

NON-EXEMPT - An employee whose position does not meet the specific exemption tests of the FLSA or IWC is entitled to the applicable overtime pay rate.

INTRODUCTORY PERIOD - Each new employee's first ninety (90) days of employment is regarded as an Introductory Period during which both the employee and the **Church** have an opportunity to evaluate the employee's compatibility, ability and interest in the job. Benefits provided during this period are limited to those listed above for Part-Time Employees. Certain benefits are made available to Regular Full-Time Employees after completion of the Introductory Period. Vacation and sick days start to accrue after completion of the Introductory Period.

It is important to remember that employment is at the mutual consent of you, as the employee, and the **Church**, as the employer, and may be terminated at will, with or without cause, at any time during or after the Introductory Period. **The Church** reserves the right to extend the duration of the Introductory Period when such an extension is determined appropriate in the **Church**'s sole and absolute discretion.

HOURS OF WORK

STANDARD WORK WEEK - The standard work week will be determined by the position and duties required as outlined in each employee's Letter of Agreement. All employees are required to keep an accurate log of hours worked and are to keep within the parameters of their Letter of Agreement. Non-exempt employees are to report their hours to the Diocese on a bi-monthly basis for payroll purposes.

MODIFIED WORK WEEK - The standard work week may be modified if required by a particular job or mission. A modified work week requires advance written approval of your supervisor and is subject to change.

BREAKS - Non-exempt employees who are regularly scheduled to work from six (6) to eight (8) hours per day are entitled to two ten (10) minute paid breaks, one approximately halfway through the morning shift and one approximately halfway through the afternoon shift. Non-exempt employees who work between three and one-half (3-1/2) and six (6) hours in any one day are entitled to receive one ten (10) minute break during those hours. Non-exempt employees who work in excess of five (5) hours in one day shall take an unpaid lunch break of one (1) hour.

Lunch times, breaks and hours of work will be scheduled by each supervisor to best accommodate the requirements of each job.

OVERTIME - Overtime work is to be performed only as required or approved in writing by your supervisor. You and your supervisor must sign timecards when submitted for payment of overtime.

Non-exempt employees will receive overtime pay equal to one and one-half (l-l/2) times their regular straight time rate of pay for each hour worked in excess of eight (8) hours on a given day, or in excess of forty (40) hours during a workweek and double the regular straight time rate for hours worked in excess of twelve (12) in one day.

Exempt employees are employed in executive, managerial, ministerial or administrative positions and are paid a salary for all hours worked. Neither the overtime premium nor compensatory time off is provided to exempt employees.

TIMECARDS - All non-exempt employees shall use a time card, on which they note hours worked and any time off due to vacation, sick leave, jury duty, disability leave, etc.

PAYROLL

The Church's payroll is bi-monthly; paychecks are distributed on the 5th and the 20th day of the month. Overtime and other adjustments are included in the following paycheck. If the regular payday falls on a weekend or Company holiday, employees will be paid on the closest business day.

Each employee is required to fill out a "time sheet" semi-monthly for non-exempt employees and monthly for exempt employees. Total hours worked will be recorded. It is necessary for accounting purposes, as well as for employee records and protection, that you fill out this report accurately, noting time off duty for illness, holidays, vacation and absenteeism by permission.

GARNISHMENTS

If **the Church** receives an order to garnish your wages, it may have to comply with that order. A garnishment will reduce your take-home pay. Because of the time and money involved in processing garnishments, **the Church** may elect to discipline or discharge an employee if garnishment requests for more than one debt are received.

BENEFIT PROGRAMS

Employee benefits are provided in accordance with Diocesan canons. The Canonical requirements for employee benefits are as follows:

- Employees working 20-29.99 hours per week receive disability and unemployment (coverage provided through Diocese of California contracts – religious non-profits are exempts from state plans).
- Employees working 30+ hours per week receive disability, unemployment, life, medical, dental, EAP (coverage provided through Diocese of California contracts).
- Clergy Pension = 18% of total compensation.
- Lay Pension = All regular lay employees working and paid for twenty (20) hours or more per week on a permanent basis shall be entitled to a pension benefit equal to not less than five percent (5%) of cash salary, plus up to an additional four percent (4%) of such cash salary to the extent matched by employee contributions, such benefit to be paid by the source of salary. The source of salary may impose a minimum employment period before this benefit shall commence, not to exceed one (1) year.

PAID HOLIDAYS

Non-Exempt Employees are entitled to the following paid holidays. Clergy and Exempt Employees are entitled to the following paid holidays except when a holiday warrants a religious service.

- New Year's Day
- Martin Luther King, Jr. Day
- President's Day
- Good Friday
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Indigenous Peoples Day
- Monday after Diocesan Convention
- Veteran's Day
- Thanksgiving Day and Day After
- Christmas Day
- The Day After Christmas or New Year's Eve

This schedule is subject to change.

Temporary Employees and those in the Introductory Period shall receive holidays off without pay. If a holiday falls on a regular work day, temporary employees may make up the lost hours on another day.

You will not be asked to work on such holidays except in extreme emergencies. In the event that you work on a holiday, you will be compensated at the rate of 1-1/2 times your regular hourly rate.

VACATION

Clergy and lay exempt employees receive vacation as outlined in their letters of agreement.

Lay staff, non-exempt employees are allowed the equivalent of ten workdays (36 hours) annual vacation. Vacation time must be requested in advance in writing to the Rector and must be approved by the Rector before being taken. Vacation days granted during any calendar year should be taken in that same calendar year. If, because of scheduling and workload, the employee is unable to take vacation during the calendar year in which it was accrued, they may take such accrued vacation days during the ensuing 12 months without prejudice to his/her scheduled vacation for that year.

Regular Full-Time Employees earn paid vacation leave for each year worked according to the following schedule. Accrual of vacation time for Clergy shall be determined by the Letter of Agreement between Clergy and Vestry of the **Church.** Clergy vacation accrual and use shall be recorded by the Senior Warden.

ACCRUALS OF VACATION

1. Employees eligible for vacation time will have their vacation time outlined in their Letter of Agreement.
2. If there is no specified vacation time outlined in the Letter of Agreement, employees working 16 hours per week or more will accrue vacation at a rate of 2 weeks per year and may take vacation time after 90 days of employment.
3. Part-Time employees who work less than sixteen (16) hours per week and Temporary

Employees do not earn vacation.

4. If your vacation eligibility begins in the same calendar year in which you were employed, you should take the amount of time earned in that same calendar year.
5. If, because of scheduling and workload, you are unable to take your vacation during the calendar year in which you become eligible, you may take such accrued vacation days during the ensuing 12 months without prejudice to your scheduled vacation for that year.

EXTENT AND TIMING OF VACATION

1. Vacation days granted during any calendar year should be taken in that same calendar year, although you may accumulate a maximum of one year and a half of vacation benefit. (For example, if you are entitled to two weeks' vacation per year, you may accumulate no more than three weeks.) NO ADDITIONAL VACATION BENEFIT shall be earned until the accrual drops below the one and one half years maximum accrual.

2. Vacations may be taken during any month of the year, subject to approval of your supervisor, except in the case of a new employee who must complete six months of eligibility before any authorized vacation time.

3. Please submit to your supervisor a vacation schedule as soon as you can each year so that we can make sure everyone is not out at once.

4. The scheduling of vacation leave must be reviewed and approved in writing by your supervisor. No vacation is earned during unpaid leaves of absence. Pay in lieu of time off is not allowed.

5. Holidays which occur during a vacation period are not counted as vacation days.

6. New employees are eligible for vacation after six months of employment. Vacation time will accrue to a total of two weeks during the first year of employment; three weeks during the second year of employment; and, four weeks thereafter, unless otherwise stated in the Letter of Agreement.

7. Every Regular Full-Time Employee after two years of continuous employment is eligible to accrue four weeks of vacation (twenty working days), or a total of 140 hours per year, unless otherwise stated in the Letter of Agreement.

TERMINATION ALLOWANCE

You will receive payment for unused accrued vacation time upon termination.

SICK LEAVE

To be eligible for paid absence due to illness or accident, you must have been employed as a Regular, Full-Time Employee for at least three months before the starting date of the absence in order to qualify for sick leave. You then become eligible for paid sick leave, accumulated at the rate of 8 hours per month during your first year of employment (commencing after the initial three months of employment). Each pay period you will receive 4 hours of sick leave.

In compliance with the State of California's "Healthy Workplaces, Healthy Families Act of 2014" Sick Leave Law, sick leave will be accrued at .83hr/pay period with an annual cap of 150 hours.

150 hours of accumulated sick leave is allowed to be carried forward each year, with a maximum accrued sick leave of 150 hours. (This is because our disability insurance picks up after 31 days of continual illness.)

If you exhaust your accrued sick leave, you can take the time off without pay. Sick pay may be used beginning on the employee's 90th day of employment.

WORKERS' COMPENSATION

The Church maintains worker's compensation insurance as required by law. You should promptly report to your supervisor any injury suffered as a result of employment activity at or on behalf of **the Church**. Failure to promptly report an injury may result in a loss of benefits.

EMPLOYEE SALARY CONTINUATION BENEFITS

The Church provides salary continuation benefits to lay and clergy employees who work 20 or more hours a week, and have been continuously employed for a minimum of 90 days, if such employment within **the Church** is discontinued for reasons beyond your control. This benefits program is further described in a pamphlet which you can request from the Diocese.

LEAVES OF ABSENCE

The Church provides (A) family care and medical leave for up to 12 weeks per year in accordance with California's Family Rights Act ("CFRA") and Domestic Partner Rights and Responsibility Act ("DPRRA"), and the federal Family and Medical Leave Act ("FMLA"); (B) pregnancy leave for up to four months in accordance with the California Fair Employment and Housing Act ("FEHA"); (C) disability leave as may be required to reasonably accommodate employees with known qualified disabilities or medical conditions under FEHA and the federal Americans with Disabilities Act ("ADA") or with a workplace injury; and (D) leave for other legally required absences as set forth below. **The Church** also allows employees to apply for Family Temporary Disability Insurance benefits as described below. Employees having any questions regarding this policy should contact the Diocese.

FAMILY CARE AND MEDICAL LEAVE

ELIGIBILITY

To be eligible for family care and medical leave, an employee must (1) have worked for **the Church** for at least twelve months prior to the date on which the leave is to commence; and (2) have worked at least 1,250 hours in the twelve (12) months preceding the leave.

PERMISSIBLE USES OF FAMILY CARE AND MEDICAL LEAVE

"Family care leave" may be requested for (1) the birth or adoption of an employee's child; (2) the placement of a child with the employee for adoption or foster care; or (3) the serious health condition of an employee's child, spouse, domestic partner, or parent. "Medical leave" may be requested for an employee's own serious health condition. A "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves either:

- Any period of incapacity or treatment connected with inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical-care facility, and any period of incapacity or subsequent treatment in connection with such inpatient care; or

- Continuing treatment by a health care provider which includes any period of incapacity (i.e.,

inability to work, attend school or perform other regular daily activities) due to:

(1) A health condition (including treatment therefor, or recovery therefrom) lasting more than three consecutive days, and any subsequent treatment or period of incapacity relating to the same condition, that also includes:

- treatment two or more times by or under the supervision of a health care provider; or

- one treatment by a health care provider with a continuing regimen of treatment; or

(2) A chronic serious health condition which continues over an extended period of time, requires periodic visits to a health care provider, and may involve occasional episodes of incapacity (e.g., asthma, diabetes). A visit to a health care provider is not necessary for each absence; or

(3) A permanent or long-term condition for which treatment may not be effective (e.g., Alzheimer's, a severe stroke, terminal cancer). Only supervision by a health care provider is required, rather than active treatment; or

(4) Any absences to receive multiple treatments for restorative surgery or for a condition which would likely result in a period of incapacity of more than three days if not treated (e.g., chemotherapy or radiation treatments for cancer).

SUBSTITUTION OF PAID LEAVE FOR FAMILY CARE AND MEDICAL LEAVE

Employees are required to substitute accrued vacation time and other paid personal leave (except sick leave) for all family care and medical leaves. Employees are required to substitute sick leave only for medical leaves.

AMOUNT OF LEAVE

Provided all the conditions of this policy are met, an employee may take a maximum of 12 weeks of family care and medical leave in a rolling 12-month period measured backwards from the date the employee's leave commences. Parents who are both employed by **the Church** may take a maximum combined total of 12 weeks of family care leave in a 12-month period for the birth, adoption, or foster care of their child.

The substitution of paid leave for family care or medical leave does not extend the total duration of family care and medical leave to which an employee is entitled to beyond 12 weeks in a 12-month period. For example, if an employee has accrued four weeks of unused paid vacation time at the time of the request for family care or medical leave, that paid vacation time will be substituted for the first four weeks of family care or medical leave, leaving up to eight additional weeks of unpaid leave.

Family care leave taken for the birth, adoption, or foster care placement of a child may not be taken intermittently without the permission of your Supervisor and must be concluded within one year of the birth, adoption or placement.

Family care or medical leave for the employee's own serious health condition, or for the serious health condition of the employee's spouse, domestic partner, parent, or child, may be taken intermittently or on a reduced schedule where medically necessary. If leave is taken intermittently or on a reduced schedule, **the Church** retains the discretion to transfer the employee temporarily to an alternative position

with equivalent pay and benefits which better accommodates the employee's leave schedule.

LEAVE'S EFFECT ON PAY AND BENEFITS

Except to the extent that other paid leave is substituted for family care or medical leave, family care and medical leave is unpaid.

During an employee's family care of medical leave, for up to a maximum of 12 weeks in a 12- month period, **the Church** shall continue to pay for the employee's participation in **the Church**'s group health plans, to the same extent and under the same terms and conditions as would apply had the employee not taken leave.

If the employee fails to return from the leave for a reason other than the recurrence or continuation of the health condition that brought about the leave or other circumstances beyond the employee's control, **the Church** can recover any health premiums paid by **the Church** on the employee's behalf during any unpaid periods of the leave.

Employees on family care and medical leave accrue employment benefits, such as sick leave, or vacation benefits, only when paid leave is being substituted for unpaid leave and only if the employee would otherwise be entitled to such accrual.

PROCEDURE FOR REQUESTING FAMILY CARE AND MEDICAL LEAVE

Notice Requirements

Employees should notify **the Church** of their request for family care or medical leave as soon as they are aware of the need for such leave. For foreseeable events, if possible, the employee must provide 30 calendar days' advance notice to your Supervisor of the need for family care or medical leave. For events that are unforeseeable 30 days in advance, but are not emergencies, the employee must notify your Supervisor as soon as he or she learns of the need for the leave, ordinarily no later than 1 to 2 working days after the employee learns of the need for the leave. If the leave is requested in connection with a planned, non-emergency medical treatment, the employee may be requested to reschedule the treatment so as to minimize disruption of **the Church**'s business.

If an employee fails to provide the requisite 30-day advance notice for foreseeable events without any reasonable excuse for the delay, **the Church** reserves the right to delay the taking of the leave until at least 30 days after the date the employee provides notice of the need for family care or medical leave.

All requests for family care or medical leave should include the anticipated date(s) and duration of the leave. Any requests for extensions of a family care or medical leave must be received at least five (5) working days before the date on which the employee was originally scheduled to return to work and must include the revised anticipated date(s) and duration of the family care or medical leave.

Medical Certification

Any request for medical leave for an employee's own serious health condition or for family care leave to care for a child, spouse, domestic partner, or parent with a serious health condition must be supported by medical certification from a health care provider. For foreseeable leaves, employees must provide the required medical certification before the leave begins. When this is not possible, employees must provide the required certification within 15 calendar days after **the Church**'s request for certification, unless it is not practicable under the circumstances to do so. Failure to provide the required medical certification may result in the denial of foreseeable leaves until such certification is provided. In the case of unforeseeable leaves, failure to provide the required medical certification within 15 days of being requested

to do so may result in a denial of the employee's continued leave. Any request for an extension of the leave also must be supported by an updated medical certification.

The medical certification for a child, spouse, domestic partner, or parent with a serious health condition shall include (a) the date on which the serious health condition commenced; (b) the probable duration of the condition; (c) the health care provider's estimate of the amount of time needed for family care; (d) the health care provider's assurance that the health care condition warrants the participation of the employee to provide family care; and (e) in the case of intermittent or reduced schedule leave where medically necessary, the probable duration of such a schedule.

The medical certification for leave for the employee's own serious health condition shall include (a) the date on which the serious health condition commenced; (b) the probable duration of the condition; (c) a statement that, due to the serious health condition, the employee is unable to perform the functions of his or her position; and (d) in the case of intermittent leave or reduced schedule leave where medically necessary, the probable duration of such a schedule. In addition, the certification may, at the employee's option, identify the nature of the serious health condition involved. If **the Church** has reason to doubt the validity of the certification provided by the employee, **the Church** may require the employee to obtain a second opinion from a doctor of **the Church**'s choosing at **the Church**'s expense. If the employee's health care provider and the doctor providing the second opinion do not agree, **the Church** may require a third opinion, also at **the Church**'s expense, performed by a mutually agreeable doctor who will make a final determination. Before permitting the employee to return to work, **the Church** also may require the employee to provide medical certification that he or she is able to return to work.

LEAVE'S EFFECT ON REINSTATEMENT

Employees returning from family care or medical leave are entitled to reinstatement to the same or comparable position consistent with applicable law. **The Church** retains the right to deny reinstatement to employees who are among the highest paid ten percent (10%) of **the Church's** employees and whose reinstatement would cause substantial and grievous economic injury to **the Church**'s operations.

PREGNANCY-RELATED DISABILITY LEAVE OR TRANSFER

ELIGIBILITY AND DURATION

Leave of Absence

Any employee who is disabled on account of pregnancy, childbirth, or related conditions may take a pregnancy-related disability leave of up to four months, in addition to any family care or medical leave to which the employee may be entitled under the Family Care and Medical Leaves.

Temporary Transfer Before Childbirth

Any employee affected by pregnancy is entitled to transfer temporarily to a less strenuous or hazardous position or to less strenuous or hazardous duties if the transfer is medically necessary and the transfer can be reasonably accommodated.

SUBSTITUTION OF PAID LEAVE FOR PREGNANCY-RELATED DISABILITY LEAVE

An employee taking pregnancy-related disability leave must substitute any available sick pay for her leave and may, at her option, substitute any accrued vacation time for her leave. The substitution of paid leave for pregnancy-related disability leave does not extend the total duration of the leave to which an employee is entitled.

OTHER TERMS AND CONDITIONS OF LEAVE

The provisions of **the Church**'s Family Care and Medical Leave policy regarding the leave's effect on pay, notice requirements, medical certification requirements, and reinstatement also apply to all pregnancy-related disability leaves. However, for pregnancy-related disabilities, there is no process for obtaining more than one medical opinion, and there is no reinstatement exception for key employees.

OTHER DISABILITY LEAVES

In addition to medical or pregnancy-related disability leaves described above, employees may take a temporary disability leave of absence if necessary to reasonably accommodate a workplace injury or an ADA-qualified disability. Any disability leave under this section may run concurrently with any medical leave to which the employee is entitled under this policy. Disability leaves under this section will be unpaid.

Employees taking disability leave must comply with the Family Care and Medical Leave provisions regarding substitution of paid leaves, notice, and medical certification. For the purpose of applying these provisions, a disability leave will be considered to be a medical leave.

If a disability leave under this section extends beyond 12 weeks in a 12-month period, the employee will not be entitled to any continued employer contributions towards any employee benefit plan. An employee, however, may elect to continue participating in such benefit plans, at the employee's own expense, to the extent permitted by such plans.

The duration of a leave under this section shall be consistent with applicable law, but in no event shall the leave extend past the date on which an employee becomes capable of performing the essential functions of his or her position, with or without reasonable accommodation. For a full explanation of leave duration and reinstatement rights, employees should contact their Supervisor.

UNPAID LEAVES

The Church grants unpaid leaves of absence to employees disabled on account of pregnancy as described above. Leaves of absence will also be considered in cases of medical disabilities and for a personal emergency. Except for pregnancy leave, only one leave of absence may be taken within any 365 day period. In the event time off work is required because of a disability, you shall first use available sick leave pay, then vacation benefits followed by any available personal holidays. Upon exhaustion of these benefits, you commence the unpaid portion of the leave of absence. You do not accrue vacation or sick leave or earn holiday pay during an unpaid leave of absence.

Except for disability, jury duty and military duty leaves, which will be granted as specified below, requests for leaves of absence will be considered on the basis of your length of service, performance, responsibility level, the reason for the request, **the Church**'s ability to obtain a satisfactory replacement during the period of the requested leave and other business reasons. **The Church** has complete discretion to grant or deny any request for a personal leave of absence.

Any employee who requests an unpaid leave of absence must specify in writing the date you intend to return to work. Advance written approval must be obtained from your supervisor in order to extend a leave. Failure either to obtain such prior written approval or to return to work on the date previously approved will be considered a voluntary termination.

ACTIVE MILITARY DUTY

An employee who leaves his/her position due to induction into the uniformed services of the United States for training or service, shall be re-employed in accordance with the Vietnam Era Veterans'

Readjustment Assistance Act and the Uniformed Services Employment and Re-Employment Rights Act. To qualify for re-employment, **the Church** must receive a re-employment application within ninety (90) days after you are relieved from military training, service or hospitalization of twelve months or less, following relief from duty.

MILITARY RESERVE DUTY LEAVE

Members of an Armed Forces Reserve Unit, the National Guard or the Naval Militia, will be granted up to seventeen (17) unpaid days off each year to attend military training or duty.

VOTING TIME OFF

Employees who do not have sufficient time outside of working hours to vote, may take up to two (2) hours off, without loss of pay, to vote at either the beginning or end of the regular working day, whichever allows sufficient time for voting and the least time off from the regular working day. In order to receive time off for voting, you must obtain written approval from your supervisor at least two (2) working days before the election.

LEAVE FOR VICTIMS OF DOMESTIC VIOLENCE OR SEXUAL ASSAULT

A victim of a crime that is not considered a serious felony may take time off to appear in court as a witness to comply with a subpoena or other court order. A victim of domestic violence or sexual assault may take time off to seek relief in court to help ensure his/her health, safety, or welfare or the health, safety or welfare of his/her child. Victims of domestic violence or sexual assault may also take time off to (a) undergo treatment for physical or mental injuries or abuse (b) seek medical attention for injuries, (c) obtain services from a domestic violence shelter, program, or rape crisis center, (d) obtain psychological counseling, (e) participate in safety planning or (f) take other actions to increase safety from future domestic violence or sexual assault, including temporary or permanent relocation.

If you need to take time off as a victim of a crime that is not considered a serious felony or as a victim of domestic violence or sexual assault, you must provide your supervisor reasonable advance notice of the intention to take time off, unless advance notice is not feasible. The request for time off must be supported with appropriate documentation. If advance notice in not feasible, you must provide your supervisor documentation within a reasonable time following the absence. The documentation must certify the reason for the absence in a manner that meets applicable legal standards. If notice is not provided in accordance with the requirements of the law, the time off will be considered unauthorized. Such leave is unpaid, except that accrued vacation and available personal leave may be used in conjunction with this leave. The maximum amount of time available for this leave equals the unpaid time available to each employee under the federal FMLA only, not more.

LEAVE FOR VICTIMS OF SERIOUS CRIMES

Under certain circumstances, employees who are victims of serious crimes may take time off from work to participate in judicial proceeding. Qualified family members of such crime victims may also be eligible to take time off from work to participate in judicial proceedings. The law defines a serious crime to include violent or serious felonies, such as felonies involving theft or embezzlement. When possible, you must provide **the Church** advance notice of the need for time off for such leave and provide appropriate documentation. Accrued sick and vacation leave and available personal leave may be used in conjunction with this leave.

PARENTAL SCHOOL LEAVE

Employees who are the parent or guardian of a child who has been suspended from school may

take time off if he/she needs to appear at the school in connection with that suspension. In addition, if an employee is the parent or guardian of a child in grades K-12 or attending a licensed day care facility, up to 40 hours per calendar year can be used for the purpose of participating in activities of the school or licensed day care facility. Employees taking time off for this purpose may use accrued vacation, available personal leave or may take the time off without pay. Verification from the school or licensed day care facility must be provided.

PAID LEAVES OF ABSENCE

JURY DUTY - An employee receiving a jury notice must inform your supervisor immediately. **The Church** will pay your regular salary for the duration of the jury duty only. Checks representing jury duty pay shall be endorsed to **the Church** and delivered to the Accounting Department with verification of the number of days served with an expense account form for bus fare to and from jury duty.

BEREAVEMENT LEAVE - Three (3) days of leave with pay will be granted to a Regular Full-time Employee in the event of the death of your (1) spouse or domestic partner, or (2) father, mother, child, grandparents, brother or sister. Relatives in category (2) may be step-, foster or adopted relatives of you or your spouse or domestic partner. Subject to prior supervisory approval, one day with pay will be granted for other family members. Additional time off without pay may be given at the discretion of your supervisor.

INSURANCE COVERAGES

MEDICAL INSURANCE – **The Church** generally provides a Hospitalization and Major Medical Plan for Regular Full-time Employees, retroactive to the commencement of employment. Dependents and domestic partners may be covered under medical and dental policies as well. Coverage may be modified or discontinued at any time by the Church, the insurance carrier(s) or applicable legislation and is provided subject to the terms and provisions of each policy(ies) as they may be amended from time to time.

Detailed descriptions of all of the benefit programs provided by the Church is available from the Detailed descriptions of all of the benefit programs provided by **the Church** is available from the Diocese.

WORKPLACE POLICIES

ATTENDANCE

Good attendance is a requirement for continued employment at **the Church**; **the Church** will keep track of employee absences and tardiness. Excessive absenteeism or tardiness, regardless of the reasons and whether sick leave is available, creates a hardship on **the Church** and your fellow employees. Excessive absenteeism or tardiness can result in discipline, up to and including termination. You may have your pay docked for tardiness.

Whenever possible, you should schedule absences in advance with your supervisors. If you are ill or must be away for an emergency, you must notify your supervisor of any absence or late arrival by 8:30 a.m. or as far in advance as possible. Failure to call may result in forfeiture of sick leave pay for the day. Moreover, if you are absent from work without notice for three (3) or more days, you will be considered to have voluntarily terminated. Excessive absences and/or failure to report absences on time will lead to discipline, up to and including discharge. Absences are excessive if they occur frequently or if they show a pattern.

PERFORMANCE EVALUATION

The performance of employees generally will be reviewed by the supervisors once each year. The

first evaluation will be given at the end of the Introductory Period, and annually thereafter. A salary increase may or may not be given at the time of the review. A mid-year review may be requested by the Vestry.

SAFETY AND SECURITY

Safety and security are the responsibility of every employee. You can help by reporting any safety hazards you notice. You should always notify your supervisor immediately of any injury, whether or not medical treatment is required. And, if you observe any unfamiliar or suspicious person in working areas, please notify your supervisor immediately.

CONDUCT

It is **the Church**'s policy to conduct its affairs with integrity and honesty. This commitment to the highest standards of ethical behavior is an integral part of who we are as a religious institution.

It is the responsibility of our employees to represent **the Church** fairly and accurately, making no commitment which has not been approved by **the Church** in advance or which is not in compliance with **Church** requirements and our normal practices.

CONFIDENTIAL INFORMATION

It is the responsibility of all employees to safeguard confidential information regarding **the Church**, and its operations, other employees, our parishioners or others connected with **the Church**. No confidential information should be discussed outside of the office, or with anyone but our staff. Unauthorized disclosure is grounds for discipline, up to and including immediate dismissal.

Confidential information does not include information relating to your own wages, hours, working conditions and other terms and conditions of your employment with **the Church**. You are permitted to discuss information concerning your own wages, hours, working conditions and other terms and conditions of your employment with your co-workers.

VOICEMAIL, ELECTRONIC MAIL AND COMPUTER SYSTEMS NETWORK USE

Church voicemail, electronic mail and computer systems network ("Systems") are provided for the use of its employees and selected other persons for the performance of their **Church** job duties and related activities. Although incidental and occasional personal use of the **Church** Systems network for personal use is permissible, employees' use of such systems should be reasonable and limited to non- working hours (unless there is an emergency). The Systems and the messages, documents and information stored and processed by the System are and remain the property of **the Church**.

All Systems access codes must be available to **the Church** and you may not use access codes that are unknown to the **Church**. You are prohibited from the unauthorized use of the access code of other employees and from unauthorized access or attempted access of confidential areas of the Systems, such as personnel files, accounting information, etc.

Computer software necessary for the performance of each employee's duties is installed on our network and is to be used in strict conformity with applicable licenses. Employees are strictly forbidden from the unauthorized (i) reproduction of software programs for use either at the **Church** or elsewhere, and (ii) installation or downloading of software from the Internet onto the **Church's** network or any single CPU at the **Church** or downloading software from the Internet without the express authorization of the system administrator.

Notwithstanding the unauthorized access prohibition, **the Church** cannot guarantee that the files,

messages, documents and other information stored or created by an employee will remain confidential. Further, **the Church** reserves the right to access, review and use for any purpose any and all messages and/or information on its Systems at any time without notification, on a regular or random basis, without regard to (i) the use of passwords or access codes or (ii) who composed or placed or received the information, document or message.

Employees using **Church** Internet access are acting as representatives of the **Church** and must act accordingly. Each employee must ensure that: (i) confidential information is neither transmitted electronically nor placed on any publicly accessible Internet computer site without the express prior authorization of the **Church**; (ii) external connections to the **Church**'s internal network are not permitted; (iii) files downloaded from the Internet are scanned with virus detection software before installation; (iv) software on the Internet is neither downloaded nor modified without consent of the copyright holder of the same; and (v) personal use of the **Church** 's Internet access is of limited duration, limited to occasional use during non-working hours (before and after work, and during lunch), and is in compliance with all other terms of this policy.

You are prohibited from using the **Church**'s information systems in any way that may be disruptive or offensive to others, including, but not limited to, the transmission of sexually explicit messages, cartoons, ethnic or racial slurs, comments which may offend on the basis of age, national origin, sexual orientation, or religious or political beliefs, or anything that may be construed as harassment or disparagement of others.

Any violation of the prohibitions set forth in this statement may result in discipline, including without limitation termination of employment.

PERSONAL USE OF OFFICE FACILITIES

The office telephone, computers, e-mail, credit checking services, copy machine facilities, U.P.S. and other delivery services are for **Church** purposes only.

It is recognized that some personal telephone calls or internet access may be necessary. Long-distance calls are to be paid by you, and all personal use of **Church** office facilities should be kept to a minimum. If you wish to make a personal long-distance telephone call from the office, you must obtain the prior approval of your supervisor and note the date, time of call and number called. You will be asked to reimburse the **Church** for the cost of this call/fax. Abuse of telephone use or any of the above-mentioned services can lead to discipline, including discharge.

SMOKING POLICY

In accordance with state law, and in order to provide a healthy and safe workplace, smoking is strictly prohibited in any office building or enclosed premises of **the Church**, including lunchrooms, restrooms, and lounges, or in any **Church** vehicle. Smoking must take place only in the parking lot and at least twenty-five (25) feet from any church buildings or windows. This smoking ban applies to both employees and non-employees. Smokers do not receive extra break time.

REFERENCES

All references for **Church** employees will be handled by the Rector or Senior Warden. No employee, supervisor or manager is authorized to give any references regarding employees or former employees of **the Church**, except that the Executive Officer and Bishop may provide references for clergy within **the Church**. If you receive a request for a reference, you must refer the request to your Supervisor.

OUTSIDE EMPLOYMENT

The Church respects the rights of employees to engage in activities outside of their employment.

However, employees must avoid situations which could present a conflict of interest, or adversely affect the employee's ability to meet **the Church**'s work requirements. Before accepting outside employment, you must discuss it with **the Church** to make sure that it will not pose a conflict for the above reasons. Clergy must obtain approval from the Vestry for outside employment. Generally Regular Full-Time Employees will not be permitted to work for another church.

Benefits, including sick leave, are not available to employees who are injured while working at a second job or who are absent because of a second job.

SOLICITATION AND DISTRIBUTION POLICY

Unless you have received the prior written consent of your supervisor, you may not solicit signatures, contributions for charities, support of political activities or merchandise purchases, or distribute non-**Church** literature or leaflets of any kind during working time, in the work area or anywhere on the **Church** property.

Any requests from outside persons or organizations to sell merchandise, solicit contributions, distribute literature, arrange displays or use **Church** facilities are to be referred to **the Church**.

PERSONNEL RECORDS

In order to keep personnel records up to date, you are asked to provide **the Church** with an accurate address, home telephone number and an emergency contact. An employee telephone list is periodically circulated; all telephone numbers and addresses are kept confidential. In addition, any change that affects your tax status should be reported to the Payroll Office (Treasurer). Please report any change to your telephone number or address to your supervisor and the Payroll Officer.

Upon request, you may review records in your personnel file at reasonable times and at reasonable intervals. You do not have the right of access to letters of reference, and certain other limited kinds of information. You have the limited right to copies of certain documents in your file.

DISCIPLINARY PROCEDURE

If there is a problem with your conduct or performance, your supervisor may give you some form of warning and notation of the warning may be included in your personnel file. A supervisor's warning may consist of an oral warning, a written warning, a probationary warning period and/or suspension. It must be understood that while one, all or none of these warnings may be provided prior to a termination, your employment may be terminated without cause or advance notice at any time.

TERMINATION OR RESIGNATION

The actual date of your resignation or termination will determine the final date of active employment with **the Church** and no accrued vacation can be used to extend the date of resignation for employee benefits or any other reason.

If you plan to leave **the Church**'s employ, we ask that you provide at least two weeks' advance notice in writing to provide the opportunity to locate a replacement before you leave. Employees who fail to provide such advance notice will be considered ineligible for rehire.

Upon resignation or termination of employment for any reason, you must return all the **Church** equipment, keys, and any other property of **the Church**, its customers or vendors issued during his or her employment. All such items must be returned before the release of the final paycheck.

SEVERANCE PAY

The Church does not pay severance pay to terminating employees, regardless of the reason for termination.

POLICIES RELATING TO CLERGY

In addition to the other policies in this Handbook, the following policies apply to clergy employees.

LETTER OF AGREEMENT

All clergy, whether employed full or part time, shall have a Letter of Agreement at the time of hire which outlines time and conditions of work and times of paid leave. The Letter of Agreement shall be approved by the Vestry and the Diocesan officer. The Rector and all assisting clergy shall have a Letter of Agreement.

ASSISTING CLERGY

The hiring of Assisting Clergy, by whatever title they are called, shall follow the procedure outlined by Diocesan Canon Sec. 11.27:

> **Selection of Assistants to the Rector.** In the selection of an assistant Cleric to the rector, the rector shall consult with the Bishop, and the two shall agree upon a list containing one or more names of suitable Clerics. The rector shall then nominate to the vestry, from the list, the name of the person chosen by the rector to serve as an assistant. The election of any such assistant shall require an affirmative vote of two-thirds of the entire vestry. The terms of employment of such an assistant shall, subject to these Canons, be determined by the vestry and incorporated in an agreement which constitutes the call and acceptance. Any such assistant shall serve at the pleasure of the rector, subject to the rights, if any, of such assistant under any contract of employment.

The Rector may not hire their spouse or any relative as Assisting Clergy.

Assisting/Associate Clergy shall have a voice but not a vote on the Vestry.

HIRING AND SUPERVISION OF LAY STAFF

The Rector has the responsibility for the hiring and termination of lay staff. The Vestry must approve any Letter of Agreement or Offer of Hire prior to an offer being made to a new hire.

The Rector shall supervise lay staff and perform their employee evaluations, monitor time off and sign their timecards. The Rector may seek assistance from the Vestry in these matters, but the final authority for these matters rests with the Rector. The Rector shall seek feedback from the Vestry regarding the performance of lay employees.

APPENDIX

ALCOHOL POLICY

ALCOHOL AT CHURCH FUNCTIONS

Alcohol is not inherently evil. There are occasions where its use is appropriate, and we do not believe it should be prohibited by the Church. However, it is a drug which has risks attached to it whenever it is used. We also have a responsibility for those who choose not to drink. For these reasons the following is the policy to be observed at all church functions or on church property in the Diocese of California. This policy also applies to all institutions of the Diocese.

1. Alcoholic beverages and food containing alcohol shall not be used at business meetings, or to advertise or promote attendance at any business functions. Mixing business and alcohol is not appropriate.
2. When alcoholic beverages are offered, non-alcoholic beverages must also be made available. Non-alcoholic beverages must be served in an equally accessible and attractive manner as the alcoholic beverages.
3. Alcoholic beverages shall not be sold without a license. That's the law.
4. Any food or beverage made with alcohol must be clearly labeled. This also applies to any food in which the alcohol has been "cooked out".
5. A responsible member of the parish must be in control of the serving of alcoholic beverages during functions. Drunkenness is always inappropriate behavior.
6. The sponsor of an activity must take responsibility for – and is legally liable for – intoxicated persons. That's the law. This responsibility may include providing transportation home.
7. Invitations to events where alcohol is served shall be made only to members of the congregation, guests and friends – never to the general public.
8. The final responsibility for distributing and following these guidelines lies with the clergy, wardens and vestry of a congregation.
9. This policy is to be disseminated to the congregation and to all users of church facilities, in the use agreement. A copy of this policy should become part of the use agreement for persons or organizations renting space (e.g. weddings.)

Source: http://diocal.org/files/docs/admin_manual/alcohol_at_church_functions.pdf

SELECTED CHURCH CANONS

Diocesan Canon Sec. 11.27. Selection of Assistants to the Rector.
In the selection of an assistant Cleric to the rector, the rector shall consult with the Bishop, and the two shall agree upon a list containing one or more names of suitable Clerics. The rector shall then nominate to the vestry, from the list, the name of the person chosen by the rector to serve as an assistant. The election of any such assistant shall require an affirmative vote of two-thirds of the entire vestry. The terms of employment of such an assistant shall, subject to these Canons, be determined by the vestry and incorporated in an agreement which constitutes the call and acceptance. Any such assistant shall serve at the pleasure of the rector, subject to the rights, if any, of such assistant under any contract of employment.

Diocesan Canon Sec. 20.06. Personnel Practices.
The Diocese shall provide to lay and clergy employees working twenty hours or more per week and continuously employed for a minimum of ninety days a salary continuation benefits program similar to the State Unemployment Insurance Program for the benefit of those employees whose employment within the Diocese of California is discontinued for reasons beyond the control of such employee. The terms and conditions of eligibility for such coverage and the benefits provided shall be determined and administered by the Personnel Practices Committee under such rules and regulations as they may from time to time adopt, amend or modify, consistent with sound actuarial practice. The Personnel Practices Committee is authorized to determine and to recommend to Convention not less than sixty days prior to Convention the level of benefits and the assessment upon employers necessary to fund such benefits on a sound actuarial basis.

Diocesan Canon Sec. 20.07. Lay Pensions.
All regular lay employees of the Diocese, the Cathedral, parishes, and missions working and paid for twenty (20) hours or more per week on a permanent basis shall be entitled to a pension benefit equal to not less than five percent (5%) of cash salary, plus up to an additional four percent (4%) of such cash salary to the extent matched by employee contributions, such benefit to be paid by the source of salary. The source of salary may impose a minimum employment period before this benefit shall commence, not to exceed one (1) year.

The complete Constitution & Canons of The Episcopal Church in the Diocese of California can be accessed here: https://www.diocal.org/wp-content/uploads/2024/01/Constitution-Canons-of-the-Diocese-of-California-2023.pdf.

HANDBOOK MODIFICATION HISTORY

1. Approved by the St. James' Vestry on June 11, 2009
2. Approved by the Controller of the Diocese of California on July 9, 2009
3. General Update Approved by the Vestry on May 15, 2013
4. Updated Sick Leave Policy to Comply with State Code Approved by Vestry on October 3, 2017
5. Updated Vacation Policy Approved by Vestry on April 16, 2020
6. Updated list of holidays and benefits to be in line with the Diocese of California. Moved the modification history to the appendix section rather than as a footer. Made other minor changes to reflect current business practices.

ACKNOWLEDGEMENT OF RECEIPT OF HANDBOOK

EMPLOYEE COPY

I acknowledge that I have been given a copy of **the Church**'s Personnel Handbook. I understand that this Handbook summarizes **the Church**'s personnel guidelines, and that it is furnished to me solely for my information.

I further understand that employment with **the Church** is not for a specified term and is at the mutual consent of me and **the Church**. Accordingly, **the Church** or I can terminate the employment relationship at will, with or without cause, at any time.

I further understand that the statements contained in the Handbook are not intended to create any contractual or other legal obligations. I also understand that **the Church** may modify or rescind any of its policies, benefits, or practices described in the Handbook at any time, except for its policy of at-will employment and those policies required by law.

I acknowledge that it is my responsibility to read and become familiar with the contents of the Handbook.

_____
Type or Print Name of Employee

_____
Employee's Signature

_____
Date

ACKNOWLEDGEMENT OF RECEIPT OF HANDBOOK

FILE COPY

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_____
Type or Print Name of Employee

_____
Employee's Signature

_____
Date