

EMPLOYEE HANDBOOK

PRESBYTERIAN CHURCH (U.S.A.), A CORPORATION



**PRESBYTERIAN CHURCH (U.S.A.), A CORPORATION
100 Witherspoon Street
Louisville, KY 40202-1396**

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DEFINITIONS

The following definitions apply wherever these terms are used in this Employee Handbook.

Executive or Executives

“Executive or Executives” refers to the President of the A Corporation/Administrative Services Group, the Stated Clerk of the General Assembly of the Presbyterian Church (U.S.A.), and the President/Executive Director of the Presbyterian Mission Agency.

Spouse

“Spouse” refers to an individual to whom you are legally married in a marriage that conforms to the definition in the [Book of Order](#) of the Presbyterian Church (U.S.A.) (see Section W-4.06). This includes individuals in a common law marriage, a state-licensed civil union or state-licensed domestic partnership, as well as individuals in marriages validly entered into outside of the United States that conform to the [Book of Order](#) definition (W-4.06).

Immediate Family

“Immediate family” generally refers to your spouse, partner, children, parent, stepparent, parent-in-law, sibling (including step and half), grandparent, grandchild, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, and daughter-in-law. Your spouse is an individual to whom you are legally married in a marriage that conforms to the definition in the [Book of Order](#) of the Presbyterian Church (U.S.A.) (see Section W-4.06). This includes individuals in a common law marriage, a state-licensed civil union or state-licensed domestic partnership, as well as individuals in marriages validly entered into outside of the United States that conform to the [Book of Order](#) definition (W-4.06). Your children include biological, adopted, or foster children and legal wards and children and stepchildren for whom you provide care and financial support on a daily basis.

This list is descriptive, not exhaustive. A Corp realizes that there are many nontraditional relationships that are equally important to our employees; therefore, the definition may also apply to any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship. Contact HR with any questions.

Paid Leave

“Paid leave” means your regular pay after taxes for the period of the leave to which it refers.

Welcome

Welcome to the Presbyterian Church (U.S.A.), A Corporation (“A Corp”). We are grateful for your presence and work, and we wish you success. Each employee contributes to our shared ministry and mission. Please read this handbook carefully as it describes what you can expect from A Corp and what is expected of you. We have worked to address questions you may have about your employment, benefits, and opportunities, as well as to present policies and procedures related to working for A Corp. Please contact Human Resources (“HR”) with any additional questions or for more information.

The Presbyterian Church (U.S.A.) [“PC(USA)”] is part of the universal Church of Jesus Christ. Following Christ in faith, the Church participates in God’s mission for the transformation of creation and humanity by proclaiming the good news of God’s love in word and by actions and calling people to discipleship in Christ. Guided by the Holy Spirit, the Church has expressed its life differently in particular times and places. Presbyterians trace our roots to that part of the Protestant Reformation (c. 16th century) known as the Reformed tradition.

The PC(USA) engages in Christ’s mission through congregations, worshiping communities, mid councils, mission networks, other organizations, ecumenical and interfaith partners around the world, and other parts of the Church’s ecosystem as they nurture and shape disciples and serve Christ in God’s world.

Introduction

In your work with A Corp, you will help support the various expressions of the PC(USA) in ministry. A Corp includes the Administrative Services Group (“ASG”), the Office of the General Assembly (“OGA”), and the Presbyterian Mission Agency (“PMA”). While your position works within either ASG, OGA, or PMA, you are an A Corp employee. Employment with A Corp is “at-will” as described in [Section 103](#) of this Handbook.

In developing this Handbook, A Corp is guided by the [Book of Confessions](#), the [Book of Order](#), the policies of the General Assembly of the Presbyterian Church (U.S.A.), the [Churchwide Policy for Equal Employment Opportunity and Affirmative Action for General Assembly Agencies](#), and applicable federal, state, and local laws, and executive orders related to equal opportunity in employment.

A Corp may revise, supplement, or rescind any policies or portion of this Handbook as needed, except the employment-at-will policy. If the A Corp Board or a Board committee votes to approve changes to this Handbook, the changes become effective immediately. Proposed changes will be posted on the [A Corp webpage](#) before the Board or committee meets. Notification of changes to this Handbook will be provided as soon as possible after they are approved. Nothing in these policies will be enforced that violates applicable laws and/or mandates and policies established by the General Assembly (“GA”) during their meetings.

This Handbook is neither a contract of continued employment nor a contract to provide specific compensation or benefits nor a guarantee of continued employment.

Christian Affirmations on Employment

The PC(USA) is a community of faith called into being by God's grace in Jesus Christ and sustained by the Holy Spirit. The PC(USA) seeks to order its communal life by the biblical and theological themes that give it purpose and mission. In its work on behalf of the PC(USA), A Corp is shaped by these themes, including:

- God is the Creator of all that is. God's creative work is ongoing. God works through Jesus Christ to redeem the world.
- God creates human beings in God's image and in a rich diversity. We are made to create and work as God creates and works. Work, paid or unpaid, is an integral part of our response to God.
- God's grace, and our deep gratitude for it, inspires us to bring God's love into a broken and fearful world and to work for justice and equity.
- We engage in work pleasing to God when we work with integrity, responsibility, and love toward all our neighbors and all creation; treat colleagues and ourselves with respect, compassion, and gratitude; and seek forgiveness from God and one another for our shortcomings.
- The creativity of each person must be recognized, honored, and nurtured. We value the presence and contributions of every individual as we seek to create a diverse, equitable, and inclusive workforce and workplace.
- We live dependent on God and interdependent with God's creation and one another. Our dependency and interdependency bring responsibilities toward one another in all aspects of our living, including our work life together.
- Recognizing that we cannot live fully into God's intentions as individuals or as a community, we rely on God's grace, and we extend grace, one to another.

Guided by Scripture and our faith, the PC(USA) Constitution, which consists of the [*Book of Confessions*](#) and the [*Book of Order*](#), and the policies established by the Presbyterian Church (U.S.A.) General Assembly, including, but not limited to, "[Life Together in the Community of Faith: Standards of Ethical Conduct for Employees and Volunteers of the Presbyterian Church \(U.S.A.\)](#)" approved by the 210th General Assembly (1998), A Corp strives to create a work community that:

- commits to advancing diversity, equity, and inclusivity;
- recognizes and nurtures the gifts and talents of each person;
- values differences;
- recognizes the synergy and justice of a diverse workforce;
- supports all individuals and all families;
- offers each person an equitable opportunity to contribute to the goals of their respective agency or entity and A Corp;
- provides for internal job movement and promotion;
- affirms individual and corporate learning and job growth;
- encourages individuals to maintain a healthy balance between work, leisure, and spiritual nurture;
- compensates fairly for work performed;

- maintains safe and healthy working conditions;
- establishes reasonable work hours;
- models stewardship through efficiency and careful use of resources;
- welcomes constructive suggestions related to work procedures and working conditions;
and
- employs people in accordance with all applicable federal and state laws, including equal employment opportunity.

100. EMPLOYMENT IN GENERAL

101. Organization Purpose

A Corp helps the PC(USA) engage in ministry in the name of Jesus Christ. We provide resources, programs, and initiatives to support ministry as we work in collaborative partnerships with our colleagues, PC(USA) congregations, and mid councils, as well as other organizations and ecumenical and interfaith partners around the world. The PC(USA) Constitution, which consists of the [Book of Confessions](#) and the [Book of Order](#), along with the policies of the General Assembly of the Presbyterian Church (U.S.A.) and the A Corporation Board, guide A Corp's ministry.

102. Equity and Diversity

Approximately 400 individuals, diverse in race, age, gender identity and sexual orientation, faith, skills, and more, come together as A Corp colleagues to work for a world where justice reigns, peace prevails, and God's love extends to all people.

All employment policies and practices, including recruitment, selection, benefits, compensation, performance reviews, promotion, transfers, corrective action (see [Section 601](#)), training, and separation, will be administered without discrimination based upon race, color, national origin, gender, pregnancy or related conditions, age, marital status, sexual orientation, gender identity/expression, self-identified or perceived sex, transgender status, creed, protected disability status, citizenship status, genetic information, uniformed service (e.g., U.S. Armed Forces or National Guard) or status as a Vietnam Era or special disabled veteran in accordance with applicable federal, state, and local laws, or veteran status, or religious affiliation (except where a category is a bona fide occupational qualification), or any other characteristic protected by law.

A Corp engages in employment policies and practices that seek to expand employment opportunities, create a diverse workforce, and promote equity in the workplace. A Corp sets goals for itself regarding equitable employment opportunities based on GA benchmarks, and provides reviews and reports to GA on our progress.

A Corp is committed to complying fully with the Americans with Disabilities Act ("ADA"), the ADA Amendments Act, and all other applicable federal, state, and local laws to ensure an equitable opportunity in employment for persons living with a disability. All employment practices and activities are conducted on a non-discriminatory basis.

Reasonable accommodations are available to applicants and employees with known physical or mental disabilities. Direct any accommodation requests to HR, which will work with you to ensure an equitable and just outcome, except for requests imposing an undue hardship or a direct threat to A Corp, in accordance with the ADA and all other applicable federal, state, and local laws. Applicant and employee medical information is stored separately from employee personnel files as a confidential record.

103. Employment At-Will

The state of Kentucky, as do all states except Montana, recommends “at-will” employment. A Corp follows that recommendation, so employment with A Corp is “at-will.” This means that you may terminate your employment at any time with or without notice or cause. It also means that A Corp can terminate your employment at any time with or without notice or cause, except for discriminatory reasons.

104. Ethics Policy

All funds and property received and administered by A Corp are entrusted to the organization by God through the faithful financial support of PC(USA) members and friends. The highest degree of stewardship and fiduciary responsibility is expected of all employees, including the receiving, reporting, and use of funds, property, and time. The [Ethics Policy for Employees of the Presbyterian Mission Agency, the Office of the General Assembly, and the Administrative Services Group of the Presbyterian Church \(U.S.A.\)](#) (“Ethics Policy”) requires you to adhere to the policy, to attend ethics training provided by A Corp, and to submit an [Annual Ethics Policy Representation](#) and self-reports and questions as they arise.

The [Ethics Policy](#) contains a Whistleblower Policy that requires employees to report possible violations of the policy by themselves or by other employees. You may make an anonymous report under the Whistleblower Policy by 1) submitting an unsigned form; 2) calling the EthicsPoint hotline [(888) 236-6877]; or 3) using the [EthicsPoint website](#). If an investigation is warranted by any report the process is confidential. Retaliation for good faith reports is prohibited. Violation of confidentiality or retaliation may result in corrective action up to and including separation from employment (see [Section 601](#)).

105. Honoraria

Because you are paid with funds contributed through congregations and mid councils, you should not request or accept an honorarium or payment from those entities when you provide a service (for example, speaking or conducting workshops) related to your work for A Corp. If a congregation or mid council insists upon providing an honorarium, that payment should be paid to A Corp. There are two exceptions to this rule: 1) a host may reimburse reasonable travel, meal, and lodging expenses to A Corp; and 2) payment for outside employment, more specifically explained below in [Section 106](#).

106. Outside Employment

Outside employment, including, but not limited to, operating a business or serving in a paid, temporary pastoral role, is permitted if it does not interfere with the performance of your primary work responsibilities to A Corp during your work hours or result in a conflict of interest as defined in the [Ethics Policy](#). Outside employment may not be done on A Corp premises or by using A Corp offices, equipment, or supplies.

107. Immigration Law Compliance

A Corp is committed to employing United States citizens and individuals who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or

national origin. In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed an I-9 with A Corp within the past three (3) years, or if their previous I-9 is no longer retained or valid. If you have questions or want more information on immigration law issues, you are encouraged to contact HR. You may raise questions or good faith complaints about immigration law compliance without fear of retaliation.

108. Confidential Information

The protection of confidential information is vital to the interests and the success of you and A Corp.

Confidential information includes, but is not limited to, employee information (including, but not limited to, social security numbers and medical information); vendor information; donor information; computer processes, programs, and passwords; financial information; proprietary information of A Corp; and information of any PC(USA) agency, entity, or organization. You are required to comply with the provisions of the [Ethics Policy](#), which address confidentiality pertaining to A Corp information. This policy should not be interpreted to prohibit you from disclosing and discussing the terms and conditions of your employment.

If you improperly use or disclose confidential information, you may be subject to corrective action up to and including separation from employment (see [Section 601](#)), even if you do not actually benefit from the disclosed information. If you have a question about whether certain information is confidential, consult relevant policies, such as A Corp's Technology Policy (see [Section 611](#)).

You are required to protect A Corp records, including all written and/or computerized information created by, entrusted to, shared with, or accessible to you, against unauthorized access, loss, or destruction, including intentional destruction by you. These records include all written and/or computerized information produced by or for A Corp. Particular care must be exercised when confidential documents and information are stored on external storage devices.

109. Personnel Records

A Corp maintains a confidential personnel file on each employee, which is A Corp's property. Personnel files include information such as your job application, resume, records of training, documentation of performance reviews and salary increases, and other employment records. Any medical or health information is maintained separately. You may review your personnel file by contacting HR. A member of HR will arrange for your review, but you cannot remove documents from your personnel file. At your request, HR will work with you to make copies of documents in your file for you.

200. EMPLOYMENT STATUS AND CLASSIFICATIONS

201. Job Postings

Jobs with A Corp are posted and filled in accordance with the commitments and values affirmed in the Welcome section of this Handbook. A Corp normally posts notices of job openings on the [PC\(USA\) Careers webpage](#). To provide for internal job movement and promotion, some open positions might not be posted. External recruiting may begin concurrently with internal posting.

You are encouraged to apply for open positions that you discern to be a match for your skills, experience, and sense of call. You are eligible to apply for an open position if you have been in your current position for at least twelve (12) months and are not on an active performance improvement plan.

Contact HR if you need an accommodation or assistance with applying or interviewing for a position.

202. Employment Classifications

Employment classifications help you understand the definition of the several categories of A Corp positions and their benefits eligibility. These classifications do not guarantee employment for any period. You and A Corp have the right to terminate your employment relationship at-will at any time (see [Section 103](#)).

Exempt Status: Positions that meet the Fair Labor Standards Act (“FLSA”) exemption requirements are considered exempt from overtime. This means you do not receive overtime pay if you work more than forty (40) hours in a single workweek.

Non-Exempt Status: Positions that do not meet the FLSA exemption requirements are considered non-exempt. Individuals who work in such positions must be paid the equivalent of at least time and a half of their regular hourly rate of pay if they work more than forty (40) hours in a single workweek.

Regular Positions

Regular positions are full- or part-time positions that are not under a term contract and do not have a predetermined length of employment.

Full-Time Status: Your position is considered full-time if you are regularly scheduled to work forty (40) hours per week or as otherwise defined by your work location. A position regularly scheduled for thirty (30) or more hours per week may be considered full-time equivalent for purposes of some state or federal programs, such as the Affordable Care Act or student loan forgiveness.

Part-Time Status: Your position is considered part-time if you are regularly scheduled to work less than forty (40) hours per week or as otherwise defined by your work location.

Term Contracts

Term contracts are for a specific length of time, with a specific number of hours per workweek as determined by the need for the position.

Term contracts are not to be used to avoid the usual hiring process. They will be administered in accordance with equal employment opportunity and affirmative action policies and all A Corp policies and procedures, including those in this Handbook. Term contracts automatically expire at the end of the term unless ended earlier because of resignation, retirement, or separation. Individuals working under a term contract who are dismissed without cause are not eligible to file a grievance or appeal under [Section 618](#), and if they have grievances or appeals in process at the time that they are notified of the separation, the process ends automatically as of the last day of work.

Elected/Confirmed Employee Status

Employees who are elected or confirmed to their positions by the A Corp Board are subject to the Employee Handbook, are entitled to the same benefits as are employees in regular positions, and are subject to various other A Corp policies.

203. Volunteers and Independent Contractors

Volunteers and independent contractors are not employees. For more information, contact HR.

204. Background Checks and Employment References

A Corp conducts background checks on job candidates and volunteers as needed and reserves the right to conduct job-related criminal records and/or other background checks and evaluations on existing employees.

HR will respond to reference or verification requests from other employers and lending institutions upon receipt of a written release signed by the current or former employee about whom the request is made. If you receive a request for a reference or for verification of employment, it must be sent to HR to complete or respond.

205. Employment Applications

A Corp relies upon the accuracy of information contained in employment applications, resumes, and other data presented throughout the hiring process. If you are employed by A Corp and made any false statements, omissions, or misrepresentations on your employment application, resume, and other data presented throughout the hiring process, you may be subject to corrective action up to and including separation from employment (see [Section 601](#)).

206. Employment of Relatives or Individuals in Close Personal Relationships

Our work is relational. Personal relationships can be complex and complicated. The employment of relatives, individuals in a family, partnership, or dating relationship, or individuals with shared living arrangements may cause conflicts and problems with favoritism, real or imagined, and employee morale. In addition to claims of partiality in treatment at work, personal conflicts from outside the work environment can be carried over into day-to-day

working relationships. And conflicts and challenges from the work environment can be carried into personal relationships. If you have any questions about how any of your relationships may be perceived by others, please contact HR.

A Corp may employ individuals who are in one of the relationships described above, provided both individuals possess the required qualifications for employment.

However, persons in such relationships may not be employed in circumstances that create an actual or perceived conflict of interest, including, but not limited to, circumstances where one person would supervise, audit, or review in any manner the work of the other person.

Persons in such relationships may not be employed in circumstances that result in both persons working under the direct supervision of the same supervisor.

If there is a real or perceived conflict of interest in the employment of relatives the following officers have the discretion to determine employment eligibility within their agency or entity: (1) ASG, the President of the A Corporation; (2) OGA, the Stated Clerk of the General Assembly of the Presbyterian Church (U.S.A.); or (3) PMA, the President/Executive Director.¹

In addition, persons may not be employed by A Corp if they have a relationship as defined above with:

- a member of the senior leadership team of any A Corp agency or entity; or
- a member of the A Corp Board, the Presbyterian Mission Agency Board, or the Committee on the Office of the General Assembly.

207. Annual Performance Reviews

A Corp strives to create an environment where a) you can take ownership of planning and managing your career by understanding how your work contributes to the success of organizational goals, and b) you are provided opportunities for growth. One way this is achieved is through a collaborative and continuous performance-based management program that involves planning, managing, reviewing, and acknowledging performance on an ongoing and annual basis.

Beginning with the onboarding process and continuing for the duration of the employment relationship, you and your supervisor will work throughout each year to develop clear performance objectives, provide ongoing coaching and feedback, identify professional development opportunities, acknowledge successes, and address any opportunities, concerns, or challenges. The experience will culminate in an annual performance review that celebrates your work and contributions.

It is important that you and your supervisor keep track of your accomplishments during the year. At the end of the year, your supervisor will complete a performance appraisal process by

¹See the definition of [Executive or Executives](#) for how those words are used moving forward.

documenting your work in our online performance management system. As part of this process, you may also be required to submit a self-evaluation detailing progress you made toward your assigned objectives.

Your supervisor will meet with you to discuss your review and prepare to set goals for the upcoming year. Should any information need to be added or changed to your review, your supervisor will enter the changes in the performance management system.

208. Job Descriptions

A Corp makes every effort to create and maintain job descriptions for all positions within the organization to identify the requirements of each position, establish hiring criteria, and establish a basis for making reasonable accommodations for individuals living with disabilities. Job descriptions do not necessarily cover every role, task, or responsibility that might be assigned. Contact your supervisor or HR with any questions or concerns about your job description.

209. Elected or Appointed Persons Employment Ineligibility

You may not serve on a General Assembly board, committee, or commission at the same time as you are employed by A Corp.

The [Organization for Mission of the Presbyterian Church \(U.S.A.\)](#) states in Section IV.C.1.d.: “Persons who serve as staff on any of the six agencies of the General Assembly, committees, or commissions of the General Assembly, or persons employed by agencies of the Presbyterian Church (U.S.A.), may not serve as elected members of committees, commissions, or special committees and commissions unless otherwise designated by the General Assembly.”

As stated in Section 2.b. of “Standards of Ethical Conduct” in the [Ethics Policy](#), no elected or appointed member of the A Corp Board, COGA, or the PMA Board is eligible to be employed by or to otherwise render compensable services to A Corp for the duration of their term.

210. Relocation for Persons Working in an Exempt Position

If you are relocating more than fifty (50) miles from your current residence to a new location to accept a new, exempt, regular full-time position with A Corp, or because you are transferred to such a position, A Corp will assist you with certain moving expenses. HR administers the process for reimbursement of expenses. Please contact HR for more information.

211. New Employee Orientation

To help you succeed in your work, HR and your supervisor will work to bring you on board during your first year with A Corp. HR provides orientation for new employees. Supervisors are responsible for departmental orientation and training related to your work. Supervisors should introduce you to your colleagues, discuss work patterns and workflow with you, and provide you with other details applicable to your work.

212. Compensation Administration

Administration

A Corp is committed to fair pay practices that comply with federal and state laws, show our commitment to Equal Employment Opportunity and diversity, equity, and inclusion, offer competitive compensation within our labor market, and pay equitable wages that reflect the requirements and responsibilities of the various work positions within A Corp.

Additional Compensation

As an A Corp employee, you are not eligible to receive any other additional payments from A Corp. The only exception for additional compensation is for written or artistic work that is unrelated to your job duties. Compensation for this work will be paid through the usual payroll process and will not be considered in determining the amount of, or eligibility for, other benefits.

A written agreement between you and your supervisor that is approved by HR must be in place before such work begins. The written agreement will include:

- acknowledgement of whether you will own any copyright in the work (see [Section 610](#));
- acknowledgement that the work is not part of your job description or other duties assigned by your supervisor;
- acknowledgement that you will create the work on your own time; and
- provision for, among other things, a method of payment, e.g., lump sum payment or royalties, to you, with said payment to constitute additional compensation and to be subject to any required withholdings and deductions, including, but not limited to, any applicable income tax and social security withholding, with said payments made through the payroll system.

213. Employer 403(b) Contribution Program

Under federal law, most ministers of the Word and Sacrament may exclude housing costs from taxable income. To help equalize compensation, if you are employed in a regular benefits-eligible position and you are not a minister of the Word and Sacrament, A Corp will contribute an amount equal to 4% of your base salary into your 403(b) tax-deferred plan on a prorated, biweekly basis each calendar year. If you are working under a term contract in a benefits-eligible position, you are eligible for this contribution after one year of employment with A Corp. Contact HR for further information.

214. Credited Service

A Corp will credit your years of service as an employee with certain other PC(USA) entities toward your eligibility for benefits, such as vacation, severance, study leave, etc. The eligibility credit will be based on your full-time or part-time (prorated) employment with:

- A Corp (ASG, OGA, or PMA);
- a PC(USA) congregation or mid council (presbytery or synod);
- a PC(USA) corporation [i.e., Board of Pensions ("BOP"), Presbyterian Church (U.S.A.) Foundation and/or its related corporations, Presbyterian Publishing Corporation, or

Presbyterian Investment and Loan Program, Inc., and Presbyterian Women in the Presbyterian Church (U.S.A.), Inc.]; or

- a Presbyterian-related theological or educational institution.

There are different types of credited service.

Credited Service

- Is used to determine the amount of personal leave.
- Is defined as the sum of all full-time and prorated part-time service as described above, less any severance buyout and any breaks in service.

Adjusted Service Date

- Is used to determine the amount of severance to which you are entitled.
- Is defined as all full-time service and prorated part-time service as described above without a break in service.
- Uses your most recent hire date if your prior service ended with a separation package, if you have a break in service of one year or longer, or if you had an intervening employer.
- If you are a Minister of the Word and Sacrament, your adjusted service date will be your date of ordination for the first separation package you receive. If you are rehired, any subsequent separation packages will be based on your most recent hire date.

Seniority Date

- Is used to calculate service awards.
- Is defined as the sum of all full-time and prorated part-time service as described above, regardless of how your service ended.

A break in service is any period of time during which you do not appear on the payroll of any PC(USA) entity as defined above. If this period is one (1) year or less and you have had no intervening employer unrelated to the PC(USA), your service will be considered continuous.

Leave without pay will not count toward credited service.

This section does not apply to the BOP's determination of credited service and related benefits eligibility. For information about what service the BOP includes toward credited service, [contact the BOP](#).

See [Section 216](#) for information about how credited service applies at times of separation.

215. Employment Separations - Definitions

There are several reasons why you might separate from your employment with A Corp.

Voluntary Separations

- Voluntary Resignation: You may voluntarily resign from your position at any time, preferably with two (2) weeks' notice. Your notice of resignation is effective immediately upon receipt by your supervisor and/or HR.
- Job Abandonment: Failure to come to work for three (3) or more consecutive workdays without communication with your supervisor about the reason for your absence will be considered job abandonment and could result in separation from employment.
- Voluntary Separation Program: A Corp, ASG, OGA, or PMA, may offer a voluntary separation program. The terms of any program, including the criteria to qualify for the program, will be identified by the appropriate [Executive\(s\)](#) after consultation with HR and Legal Services and will be communicated to all employees. Every employee who meets those criteria will be eligible for the offer of a separation package, which may be accepted or declined without prejudice.

Involuntary Separations

In each agency or entity of A Corp, the [Executive](#) will approve involuntary separations after consultation with HR and Legal Services.

- Separation for Cause: You may be separated from your employment without notice under certain circumstances, such as attendance issues, insubordination, neglect in the care and use of A Corp's property or funds, violation of the [Ethics Policy](#), sexual misconduct, illegal, dishonest, or unethical behavior, or failure or refusal to observe A Corp policies. See [Section 601](#) for more information.
- Separation for Performance-Related Issues: You may be separated from your employment for documented performance-related issues. Before this happens, you should receive notice of performance issues and directions for improvement. Such issues should be discussed and documented with your supervisor throughout the year.
- Reduction in Force; Reorganization; Job Elimination: A Corp, or ASG, OGA, or PMA, may initiate a reduction in work force or eliminate positions because of a change in objectives, reorganization, or a change in financial outlook or conditions. Should this happen, the decisions and procedures by which positions are eliminated will be applied consistently. When multiple positions are affected, written notice to all affected employees announcing the action and reasons for it should be issued by the appropriate [Executive](#). Should such a separation occur, your separation meeting and departure will be conducted in a manner that maintains your dignity and ensures A Corp's best interests.

Reductions in force and reorganization will be accomplished in a manner that best preserves overall organizational effectiveness as determined by A Corp, and will be based upon objective criteria, which will be developed in consultation with the Nominating, Governance and Personnel Committee of the A Corp Board, and which will

be reported to and approved by the A Corp Board. Decisions on staffing will be made in consultation with HR and Legal Services. If work is shifted to an existing position, that job description will be promptly updated to reflect any changes in job duties and responsibilities.

- **Separation Without Cause**: You may be separated from your employment without cause or for reasons other than the causes discussed elsewhere in this policy.
- **Involuntary Furlough**: A Corp may determine that it is necessary to temporarily suspend all or some of its operations for a set period of time, referred to here as an “involuntary furlough,” which is a temporary, non-duty, non-pay status. You will be given as much advance notice of an involuntary furlough as possible. If you are placed on involuntary furlough, you will not report to work and are prohibited from performing work of any type during the involuntary furlough period, including checking email and voice mail. Involuntary furlough for salaried, exempt employees will be for increments of one (1) or more work weeks.

If you are already on approved leave, such as leave available through short-term disability, the [Family Medical Leave Act](#) (“FMLA”), or [Non FMLA Family and Medical Leave](#), you will not be considered on furlough and your time on furlough will not count against your approved leave. When you return from furlough you will be eligible for the amount of family or medical leave you were eligible for as of the first day of the furlough.

216. Employment Separations – Notice Pay, Severance Pay, and Benefits

The purpose of the separation benefits described in this section is to help bridge eligible employees from your separation date of employment with A Corp to your hire date with any new employer or retirement.

If you are separated from your A Corp employment, regardless of the circumstances of separation, you will receive pay for time worked plus unused, prorated vacation pay in compliance with Kentucky law. If you are working outside Kentucky, you will be paid in accordance with applicable state laws where you work.

If you are working on a term contract and are separated from your employment before your contract ends, you will receive pay and other benefits according to the terms of your contract.

Separations not eligible for notice pay, severance pay, and benefits

You are not eligible for separation pay and benefits, including, but not limited to, notice pay, severance pay, or outplacement assistance under the following circumstances:

- Voluntary Resignation
- Job Abandonment
- Separation for Performance-Related Issues
- Separation for Cause

Separations eligible for notice pay, severance pay, and benefits

- Reduction-in-Force, Reorganization, Job Elimination, or Separation Without Cause: If you are separated from your employment due to Reduction-in-Force, Reorganization, Job Elimination, or Separation Without Cause, you will be asked to sign a separation agreement containing a legal release. If you have been serving in a regular benefits-eligible full-time or part-time position and are involuntarily separated from your employment through a reduction in force, reorganization, job elimination, or separation without cause, upon signing the release, you are eligible to receive the following:
 - Notice Pay in the form of twenty-six (26) weeks equivalent of your regular pay (after taxes) paid on a bi-weekly basis. During your first year of employment you will receive one (1) week of notice pay for each month of your service. If you begin new employment during the notice period, Notice Pay ends;
 - Severance Pay based on your adjusted service date as set forth in the Severance Schedule below (and prorated in the case of part-time employees). At your option Severance Pay may be paid as a one-time lump sum payment or as bi-weekly payments;
 - Benefits continuation (as described in the separation agreement) while Notice Pay and/or Severance Pay are being paid as bi-weekly payments; and
 - Outplacement assistance, up to \$1,500.00.
 - You do not accrue any additional paid time-off benefits during the notice and severance periods.

Severance Pay Schedule

Adjusted Service Date	Severance Pay in Weeks
Up to 1 year	0
1 year, up to 2 years	2
2 years, up to 3 years	4
3 years, up to 4 years	5
4 years, up to 5 years	6
5 years, up to 6 years	7
6 years, up to 7 years	8
7 years, up to 8 years	9
8 years, up to 9 years	10
9 years, up to 10 years	11
10 years, up to 15 years	12
15 years, up to 20 years	13
20 years, up to 25 years	14
25 years and above	15

New Employment During Period of Notice Pay and Severance Pay

If you secure employment with a PC(USA) corporation² during the period of Notice Pay, your Notice Pay will end on the first day of your employment and no Severance Pay will be paid. If your position is transferred to another organization, or if you secure comparable employment with an employer other than a PC(USA) corporation, your Notice Pay will end on the first day of employment with that organization or employer and Severance Pay will be paid in a lump sum.

Rehiring

If you are rehired by A Corp during the period of Severance Pay, you may repay that portion of the Severance Pay you have received in order to restore your adjusted service date to your original start date. If you do not repay the Severance Pay you have received, your start date for service would be the date you are rehired by A Corp. If Severance Pay is being received as continued salary, or you are receiving Notice Pay, any payments stop when you are rehired.

If you are rehired by A Corp after the period of Severance Pay has expired and your new job is later eliminated, you are entitled to Severance Pay based only on the adjusted service date of the new job.

Voluntary Separation Program

If you accept a voluntary separation agreement during a reduction-in-force process and Notice Pay and Severance Pay are offered, the above provisions of this section related to the impact on you if you become employed during Notice Pay or Severance Pay shall apply, unless specifically excluded by the appropriate [Executive](#).

If you choose to accept a voluntary separation agreement during a reduction-in-force process, you are not eligible for re-employment with A Corp for a minimum of three (3) years, except with approval of the appropriate [Executive](#).

Benefits

- If your employment with A Corp ends, benefits through the BOP continue while you receive Notice Pay and/or Severance Pay on a bi-weekly basis.
- Once your A Corp-provided benefits cease, you may purchase continuation health coverage through the BOP. This continuation health coverage replaces COBRA continuation coverage, because coverage through the BOP is not subject to ERISA.
- Specific information is available by contacting HR or the BOP directly at (800) 773-7752.

² PC(USA) corporations include the Presbyterian Church (U.S.A.), A Corporation; the Board of Pensions; the Presbyterian Investment and Loan Program, Inc.; the Presbyterian Publishing Corporation; the Presbyterian Church (U.S.A.) Foundation, Inc.; and Presbyterian Women in the Presbyterian Church (U.S.A.).

300. BENEFITS AND LEAVES

A Corp offers a range of insurance and other benefits through the BOP (see [Benefits Connect](#) for more information about benefits through the BOP) and other providers. HR provides information about these benefits during new hire orientation for and during the annual open enrollment period. Some insurance plans and other benefits require contributions from you; others are paid for by A Corp. A Corp also offers several categories of paid and unpaid leave.

301. Eligibility

- You are eligible for most benefits and leaves if you are working in a regular full-time or part-time position, and you are scheduled to work for twenty (20) hours or more a week (unless otherwise defined for your work location). Your benefits and leaves will be prorated based on the percentage of time worked if you are in a regular part-time position.
- Some categories of leave have additional requirements for eligibility as described in the appropriate sections below.
- Some benefits apply to all employees regardless of whether your position is full or part-time or the number of hours you are scheduled to work.
- If you are working on a term contract, your benefits and leaves will be defined in your contract.

Temporary agency workers, independent contractors, and volunteers are not eligible for benefits, including leaves.

You may or may not be eligible for or covered by state unemployment insurance programs based on applicable state laws. If you work in Kentucky, you are not eligible for, or covered by, the state unemployment insurance program.

Benefit Eligibility Table – based on hours scheduled

	Regular Full-time and Part-Time (20 hours or more unless otherwise defined at your work location)	(Less than 20 hours unless otherwise defined at your work location)
BENEFITS PAID BY A CORP		
Health Insurance	√	
Board of Pensions Death Benefits	√	
Board of Pensions - Disability Benefits	√	
Board of Pensions – Pension Benefit	√	
Employee Assistance Program (EAP)	√	
Death In Service	√	√
Emergency Assistance	√	
OPTIONAL BENEFITS AT YOUR EXPENSE		
Retirement Savings	√	
Dental Insurance	√	
Vision Insurance	√	
Flexible Spending	√	
Accident Advance	√	
Critical Assistance	√	
Term Life	√	
Hospital Indemnity	√	
LEAVES		
Vacation	√	
Sick Leave	√	
Emergency Leave	√	
Holidays	√	
Bereavement	√	√
Jury Duty or Court Leave	√	√
Voting	√	√
Shared Sick Bank	√	
Leave without Pay/Unpaid Leave	√	
Workers’ Compensation	√	√
Marriage	√	
Volunteer Time Off	√	√
Professional Development	√	√
Short-Term Disability	√	
Long-Term Disability	√	
Family Medical Leave Act (FMLA)	√	
Non FMLA Family and Medical Leave	√ (1 st year of employment only)	√
Parental Leave	√	
Military Leave	√	
Study Leave	√	

THE FOLLOWING BENEFITS ARE AVAILABLE TO REGULAR FULL- AND PART-TIME EMPLOYEES SCHEDULED TO WORK TWENTY (20) HOURS OR MORE A WEEK (UNLESS OTHERWISE DEFINED FOR YOUR WORK LOCATION).

302. Vacation

- Vacation is intended to provide you with paid time off for rest, relaxation, and personal pursuits. You are encouraged to use all your vacation.
- If eligible, you have vacation available on your first day of employment.
- Vacation for individuals working in a part-time position is prorated in the payroll system automatically, based on the percentage of time worked.
- Paid vacation is provided on January 1 of each year and must be used during that calendar year.
- The amount of vacation for which you are eligible is based on your total credited service (see [Section 214](#)). The accrual rate for vacation will change on January 1 of the applicable year of service. NOTE If you are on an approved leave, such as Family and Medical Leave Act (“FMLA”) leave, on January 1, your vacation will be credited from the date you return from leave.
- Vacation is provided according to the following credited service schedule (prorated for individuals working in part-time positions):

For employees in a regular, exempt position

Up to one year to twenty-five years	22 Days
Twenty-six years and over	27 Days

For employees in a regular, non-exempt position

Up to one year	11 Days
Two to five years	15 Days
Six to twenty-five years	22 Days
Twenty-six years and over	27 Days

During your first year of employment, vacation will be prorated according to the following schedule (“First Year Vacation Chart”).

Month Employed	11-Day Based	15-Day Based	22-Day Based	27-Day Based
January	11 Days	15 Days	22 Days	27 Days
February	10 Days	13 Days	20 Days	25 Days
March	9 Days	12 Days	18 Days	23 Days
April	8 Days	11 Days	17 Days	22 Days
May	7 Days	10 Days	15 Days	20 Days
June	6 Days	8 Days	13Days	18 Days
July	5 Days	7 Days	11 Days	16 Days
August	4 Days	6 Days	9 Days	15 Days
September	3 Days	5 Days	7 Days	12 Days
October	2 Days	3 Days	6 Days	11 Days
November	1 Days	2 Days	4 Days	9 Days
December	0 Days	1 Days	2 Days	7 Days

Usage

- You must have prior approval of your supervisor to use vacation.
- You may only use the equivalent of your regularly scheduled daily hours when recording vacation for any one (1) working day.
- Unused vacation may not be carried over to the next calendar year and must be used no later than close of business on December 31, regardless of whether December 31 is a paid holiday. Vacation time cannot be used on a paid holiday. You will not be paid for any unused vacation you do not use by December 31 of each year. *(OGA employees may carryover up to 40 hours of vacation time.)*
- You must exhaust vacation before moving into any unpaid leave status except military leave and parental leave.
- If for any reason your employment ends during your first year with A Corp, your vacation will be paid out based on the [First Year Vacation Chart](#), less any vacation days you have already used.
- If you have worked for more than one (1) year and your employment ends for any reason, you will be paid unused vacation, prorated based upon the percentage of the year worked, according to the following schedule, less any vacation hours used in that calendar year:

Month of Employment Termination	11-Day Based	15-Day Based	22-Day Based	27-Day Based
January	0 Days	1 Days	2 Days	7 Days
February	1 Days	2 Days	4 Days	9 Days
March	2 Days	3 Days	6 Days	11 Days
April	3 Days	5 Days	7 Days	12 Days
May	4 Days	6 Days	9 Days	15 Days
June	5 Days	7 Days	11 Days	16 Days
July	6 Days	8 Days	13 Days	18 Days
August	7 Days	10 Days	15 Days	20 Days
September	8 Days	11 Days	17 Days	22 Days
October	9 Days	12 Days	18 Days	23 Days
November	10 Days	13 Days	20 Days	25 Days
December	11 Days	15 Days	22 Days	27 Days

303. Sick Leave

- If eligible, you receive ten (10) sick leave days per year unless the state/municipality in which you work requires a different amount of annual sick leave.
- Sick leave is available on your first day of employment and does not increase with length of service.
- Unused sick leave is not paid at the time of any employment separation.
- In the first year of employment, sick leave is prorated according to the following schedule unless the state/municipality in which you work requires a different amount of annual sick leave:

Month Employed	Prorated Sick Leave
January	10 days
February	9 days
March	8 days
April	7 days
May	6 days
June	5 days
July	4 days
August	3 days
September	2 days
October	1 day
November	0 days
December	0 days

Usage

- You may use sick leave for unplanned medical needs or planned medical needs for you or an [immediate family member](#).
- In the case of an unplanned medical need, please notify your supervisor as soon as possible after the need arises.
- In the case of a planned medical need, such as a doctor’s appointment, please obtain approval from your supervisor in advance.
- You do not have to explain your specific medical need or the reason for your doctor’s appointment.
- For absences of three (3) days or more you may be asked to provide a physician’s statement to HR.
- The number of hours used for sick leave for a workday cannot be more than the number of hours for which you are scheduled to work that day.
- You must use all accrued sick and vacation leave before moving into unpaid status, except as specifically provided in other policies such as military leave and parental leave. For example, if you use all your sick leave, you must then use vacation leave before moving into unpaid status, unless approved in advance in writing by an [Executive](#).

Sick Leave and Family and Medical Leave

Paid sick leave for illnesses or absences will run concurrently with any form of family and medical leave (sections [317](#), [318](#) or [319](#)).

304. Shared Sick Leave Bank

To help colleagues facing loss of income during times of family medical emergencies when no other paid leave is available, A Corp has established a Shared Sick Leave Bank. You may donate up to 40 hours per year (non-refundable) of your accumulated sick leave to the Bank once per year, where it may be drawn upon by colleagues who face their own or an [immediate family member’s](#) serious medical emergency. To ensure that the Sick Leave Bank is used equitably,

donations may not be designated for a specific employee. Contact HR to learn about using, or donating to, the Shared Sick Leave Bank.

305. Emergency Leave

A Corp provides you with three (3) emergency days per year to use for personal or family emergencies.

In the first year of employment, emergency leave is prorated according to the following schedule:

<u>Employment Month</u>	<u>Leave Credit</u>
January through March	3 Emergency Days
April through June	2 Emergency Days
July through September	1 Emergency Day

Prior approval is not required to use emergency leave. Please notify your supervisor or HR as soon as practical when you use emergency leave.

Unused emergency leave is not paid at the time of any employment separation.

306. Holidays

A Corp provides the following paid holidays:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
President's Day	Friday after Thanksgiving Day
Good Friday	Christmas Eve
Memorial Day	Christmas Day
Juneteenth	2 Floating Holidays
Independence Day	

HR publishes an annual schedule of the actual dates on ADP and CenterNet.

One (1) or two (2) floating holidays may be designated annually by the Director of HR as days to be celebrated as holidays for that calendar year. If floating holidays are designated, this will be indicated on the annual holiday schedule. If they are not designated, you may take them at your discretion, with supervisor approval.

If you work in a part-time position for 20 hours or more (unless otherwise defined for your work location), you receive holiday time off on a prorated basis at the rate of one fifth of your normal scheduled weekly hours.

If you are regularly scheduled to work on a holiday, you will receive holiday pay for that day. If a holiday falls on a day you are not scheduled to work, you will not be paid for the holiday.

307. Leave Without Pay (Unpaid Leave)

You may request up to four (4) consecutive weeks of leave without pay if this leave is not FMLA leave and all paid time off and FMLA leave has been exhausted. Your supervisor, in consultation with HR, will review your request, and the needs of your work area, while considering your request.

308. Marriage Leave

If you have one (1) or more years of credited service (see [Section 214](#)), you are eligible for up to three (3) days of [paid leave](#) for your own marriage (as defined by state law). Marriage leave is prorated for part-time employees at the rate of one fifth (1/5) of your normal scheduled weekly hours.

THE FOLLOWING BENEFITS ARE AVAILABLE TO ALL EMPLOYEES REGARDLESS OF WHETHER YOUR POSITION IS FULL OR PART-TIME OR THE NUMBER OF HOURS YOU ARE SCHEDULED TO WORK.

309. Bereavement Leave

A Corp provides you with up to four (4) days (or the number of days required by state/municipality laws and regulations where you serve) of [paid leave](#) following the death of a member of your [immediate family](#). Additional time off may be authorized by your supervisor but will be charged against available sick leave or vacation. There is no limit to the number of leaves that may be taken if you have several [immediate family members](#) pass away in a calendar year. Bereavement leave is prorated for individuals working in part-time positions at the rate of one fifth of your normal scheduled weekly hours.

310. Jury Duty or Court Leave

- You are eligible for up to two (2) weeks of [paid leave](#) when summoned for jury duty.
- If needed, supervisors, in consultation with HR, may extend the time eligible for paid jury duty leave.
- If you are subpoenaed as a witness for cases related to work, you are also eligible for paid court leave.
- Court leave may not be used for personal business, including any time needed because it has been alleged that you have violated the law.
- If you are compensated by a party to a court action to serve as an “expert” witness, you are not eligible for court leave and must use vacation time or personal leave time.
- You are required to submit appropriate documentation to HR concerning jury duty leave and work-related court leave to be placed in your personnel file.
- If you are excused from jury duty for an entire day or excused with four (4) or more hours remaining in your regularly scheduled work hours, you must return to work.

311. Time Off to Vote

A Corp believes in the importance of voting and encourages you to exercise your right to vote. You are eligible for time off with pay to vote as specified by the state in which you work. Check with the Board of Elections in that state.

312. On-The-Job Injuries/Workers' Compensation Leave

If you are injured on the job while working at your usual work location or while traveling on A Corp business, regardless of how insignificant the injury may appear, you must notify HR and your supervisor as soon as possible after the injury occurs. Your supervisor should confirm that HR has been notified. Such reporting is necessary to initiate insurance and workers' compensation benefits procedures and to comply with laws.

HR will notify the Risk Manager, so that a First Report of Injury is filed with A Corp's insurance company within twenty-four (24) hours of the accident. Determination of workers' compensation coverage is made by the insurance company. You are covered by workers' compensation insurance in accordance with the laws of the state in which you are employed. The total benefit payable will usually be that required by the state in which your worksite is located. During this period of absence due to injury or illness, your position may be filled on either a temporary or regular basis, depending upon the needs of the department.

Time off under workers' compensation counts as time off under the family and medical leave polices described in [Section 317](#) (FMLA leave) and [Section 318](#) (Non FMLA family and medical leave).

Neither A Corp nor the insurance carrier will be liable for the payment of workers' compensation benefits for injuries that occur during an employee's voluntary participation in any off-duty recreational, social, or athletic activity sponsored by A Corp.

313. Volunteer Time Off

A Corp's Volunteer Time Off (VTO) policy provides you with up to sixteen (16) hours paid time off per calendar year, prorated if you work in a part-time position, to support non-profit and community organizations in your area. VTO may be taken by a group of colleagues or individually.

You should submit your request for VTO, including the non-profit organization to be served and volunteer work to be done, to your supervisor for approval. Approved time should be entered in ADP time and attendance as Volunteer Time. VTO is tracked separately from sick days or vacation days and may not be accrued or carried over.

314. Professional Development

Professional development through training, continuing education, and other programs is encouraged and supported. This affords you the opportunity to acquire new skills and knowledge and refresh current skills consistent with the needs of A Corp and your own career goals and objectives.

You should discuss your request for professional development with your supervisor.

The types and amounts of funds available for employee development will be established each year by each ministry area during the budgeting process, based on available resources. All employee development activities are at the discretion of A Corp and are dependent on the availability of funds.

315. Death in Service

Salary Continuation

In the event of your death, your salary will be continued for four (4) weeks from the date on which your death occurs. Because salary continuation is a death benefit, if you have not designated a beneficiary on a form on file with HR, the salary continuation must be paid to your estate. This is in addition to any death benefits for which you are eligible through the Board of Pensions.

Final Paycheck

The final paycheck for your active service will include unused prorated vacation and will be deposited by direct deposit into your designated account.

THE FOLLOWING BENEFITS ARE AVAILABLE WITH ADDITIONAL OR DIFFERENT REQUIREMENTS FOR ELIGIBILITY.

316. Short-Term Disability Leave and Long-Term Disability Insurance

Should you need to make use of this benefit, you are strongly encouraged to consult with HR to make sure you receive the maximum benefits for which you are eligible.

Short-Term Disability Leave

A Corp's short-term disability benefit provides income replacement at 60% of your weekly salary for a limited time if you are unable to work due to illness, pregnancy, or injury for up to 90 (ninety) days. The ninety (90) day limit is for each unrelated disability. Short-term disability runs concurrently with any leave for which you are eligible under the FMLA policy (see [Section 317](#)).

Eligibility

You are eligible for short-term disability leave if you have

- been employed more than twelve (12) months;
- worked at least 1,250 hours in the previous twelve (12) months; and
- exhausted your paid time off, unless you have requested to retain a maximum of ten (10) sick days to use during the year in which short-term disability begins.

Medical Certification

You must provide a medical certification completed by your health care provider verifying you are, or were, living with a disability and including the start and expected end date of the

disability. This certification must be submitted to HR, who will review the certification and make a determination on benefit qualifications.

Pay During Short-Term Disability

- You may receive your full regular pay (after taxes) for up to four (4) weeks of short-term disability once in a rolling 12-month period.
- Starting on day one of the fifth week, you will be required to use your available paid benefit hours (sick, vacation or emergency leave, and/or floating holiday). You may retain a maximum of ten (10) sick days to use during the year in which short-term disability begins.
- When all available benefit hours have been used, you will be paid 60% of your regular pay (after taxes) for up to the ninetieth (90th) calendar day from the onset of your short-term disability.
- During short-term disability leave, service credit and benefits coverage (except vacation and sick leave accrual) continue. A Corp will continue to pay the cost of your employer-provided benefits. The cost of your elective benefits will continue to be deducted from your pay. Any salary increase you would have received during your leave will be effective the date you return to work from your leave.

Return to Work

To return to work from short-term disability, you must submit a statement from your health care provider certifying your ability to perform the essential functions of your position and describing any restrictions or requested accommodations to HR on or before your first day back to work. A Corp will comply with applicable disability laws, including the Americans with Disabilities Act.

When you return to work and have not exhausted the twelve (12) weeks of FMLA leave, you must be returned to the same position you held when your short-term disability (FMLA) leave began or to an equivalent position. You may be returned to your position unless A Corp found it necessary to fill the position during your absence. In that situation, you may be offered a different but comparable position, if available, which you are free to accept or decline without prejudice. You may also be given the opportunity to apply for a vacant position.

Long-Term Disability Insurance

Long-term disability insurance benefits are provided through the BOP. You may apply for long-term disability if you are unable to work for more than 90 consecutive days while recovering from an illness or injury. Contact HR to learn more about long-term disability, including how to apply.

Pay during long-term disability, if approved

- Your long-term disability benefits will be 60% of your effective salary, offset by any social security benefits, on the date disability began.

- Your long-term disability payment will be deferred by the BOP until accumulated sick leave is exhausted.
- You will receive your long-term disability payment directly from the BOP.

Employment Status

Generally, your employed status ends on the later of:

- 1) the date all your paid leaves and unpaid FMLA leave have been exhausted; or
- 2) the date of commencement of long-term disability benefits. If you have applied for and been given long-term disability insurance benefits through the BOP, employed status will end unless the twelve (12) week FMLA leave period has not been exhausted, in which case your employed status ends on the date the twelve (12) week FMLA leave period ends.

Return to Work

If you return from long-term disability, you must submit a statement from your health care provider certifying your ability to perform the essential functions of your position and describing any restrictions or requested accommodations. A Corp will comply with applicable disability laws, including the Americans with Disabilities Act.

When you return from long-term disability absence and have not exhausted the twelve (12) weeks of FMLA leave, you must be returned to the same position you held when the FMLA leave began or to an equivalent position. You may be returned to your position unless A Corp found it necessary to fill the position during your absence. In that situation, you may be offered a different but comparable position, if available, which you are free to accept or decline without prejudice. You may also be given the opportunity to apply for a vacant position.

317. Family and Medical Leave Act

[Should you need to make use of this benefit, you are strongly encouraged to consult with HR to make sure you receive the maximum benefits for which you are eligible.](#)

If you are eligible, it is A Corp's policy to grant up to twelve (12) weeks of [paid leave](#) during any rolling twelve (12) month period to you consistent with the Family and Medical Leave Act ("FMLA") and the exigency provisions of the National Defense Authorization Act ("NDAA") and up to twenty-six (26) weeks of leave in any twelve (12) month period consistent with the NDAA.

Employee Eligibility

To qualify for FMLA or NDAA leave, you must meet **all** of the following conditions:

- You must have worked for A Corp for twelve (12) months or fifty-two (52) weeks. The twelve (12) months or fifty-two (52) weeks need not have been consecutive.
- You must have worked at least 1,250 hours during the 12-month period immediately before the date when the leave is requested to begin.

Type of FMLA Leave Permitted (Including Non-Servicemember and Servicemember)

If you are eligible, you can use FMLA leave for one of the following reasons:

- a. The birth of a child and in order to care for that child.
- b. The adoption or placement of a child for foster care with you and to care for the child.
[NOTE: Leave for birth, adoption or foster care of a child must be taken within one (1) year of the birth or placement of the child.]
- c. To care for one of the following family members: [spouse](#), parent, sibling, child, including foster or adopted children, or grandchild with a serious health condition.
- d. Your own serious health condition that makes you unable to perform the functions of your position.
- e. Your own medical care for healing following a loss or tragic event.
- f. A covered family member's active duty or call to active duty in the Armed Forces. If your [spouse](#), child, or parent has been notified of an impending call or order to covered active military duty (which requires deployment to a foreign country) or is already on active duty, you may take up to twelve (12) weeks of leave for reasons related to or affected by the family member's call-up or service. Reasons related to the call-up or service include helping the family member prepare for the departure or caring for children of the servicemember and care for a service member's parent who is incapable of self-care when the care is necessitated by the member's covered active duty. The leave may commence as soon as the individual receives the call-up notice. Child for this type of FMLA leave is defined the same as child is defined for other types of FMLA leave, except that the person does not have to be a minor. This type of leave would be counted toward your twelve (12) week maximum of FMLA leave in a twelve (12) month period. If you request this type of FMLA leave, you must provide proof of the qualifying family member's call-up or active military service before leave is granted.
- g. To care for an injured or ill servicemember. This leave may extend up to twenty-six (26) weeks in a twelve (12) month period if your [spouse](#), child, parent, or next-of-kin is injured or recovering from an injury suffered while on active military duty and is unable to perform the duties of the servicemember's office, grade, rank or rating. "Next-of-kin" is defined as the closest blood relative of the injured or recovering servicemember. You are also eligible for this type of leave when the family servicemember or veteran is receiving medical treatment, recuperation, or therapy, even if the servicemember is on temporary disability retired list. If you request this type of FMLA leave, you must provide certification of the family member or next-of-kin's injury, recovery, or need for care. This certification is not tied to a serious health condition as for other types of FMLA leave. This is the only type of FMLA leave that may extend your leave entitlement beyond twelve (12) weeks to twenty-six (26) weeks. Other types of FMLA leave are included with this type of leave totaling the twenty-six (26) weeks.
- h. Rolling 12-Month Period Applies. You can take up to twelve (12) weeks of FMLA leave (or up to twenty-six (26) weeks of leave to care for an injured or ill service member) during any rolling twelve (12) month period measured backward from the date you use any leave under this policy. Each time you take leave, A Corp will compute the amount of leave you have taken under this policy in the last twelve (12) months and subtract it from the twelve (12) weeks (twenty-six (26) weeks for the care of an injured or ill

servicemember) of available leave with the balance remaining being the amount you are entitled to take at that time.

- i. Spouses who both work for A Corp. If and your [spouse](#) both work for A Corp and are eligible and you wish to take leave for the birth of a child, adoption, or placement of a child in foster care with you, or to care for your spouse or a parent (but not a parent in-law), sibling (but not sibling in-law), child, including foster or adopted children, or grandchild with a serious health condition, you may only take a combined total of twelve (12) weeks of leave. Eligible [spouses](#) who seek to take leave to care for a covered injured or ill service member may only take a combined total of twenty-six (26) weeks of leave.

Serious Health Condition

A serious health condition is:

- a condition that requires inpatient care at a hospital, hospice, or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with inpatient care;
- a condition that requires continuing care by a licensed health care provider;
- illnesses of a serious and long-term nature, resulting in recurring or lengthy absences;
- a chronic or long-term health condition which, if left untreated, would result in a period of incapacity of more than three (3) days.

Procedure for Requesting Non-Servicemember FMLA Leave

- To request this type of FMLA leave, you must provide at least verbal notice with an explanation of the reason(s) for the needed leave to your supervisor or HR. If the leave is foreseeable, provide a written request (ex. email) for leave and reason(s) to your supervisor with a copy to HR.
- A Corp will give you notice of rights and obligations within five (5) business days of your request for leave. You will then submit a certification form, as described below.
- When you plan to take leave under this policy, you must give A Corp thirty (30) days' notice. If that is not possible you must give as much notice as is practicable. If you are to undergo planned medical treatment, you are required to make a reasonable effort to schedule the treatment to minimize disruptions to A Corp's operations.
- If you fail to provide thirty (30) days' notice for foreseeable leave with no reasonable excuse for the delay, your request may be denied until at least thirty (30) days from the date A Corp received notice. While on leave, you are requested to report periodically to HR regarding the status of the medical condition and your intent to return to work.

Procedure for Requesting Servicemember FMLA Leave

- To request this type of FMLA leave, you must provide at least verbal notice with an explanation of the reason(s) for the needed leave to your supervisor or HR. Leave may commence as soon as the individual receives the call-up notice. If the leave is foreseeable, your supervisor will require you to provide a written request for leave and reason(s) with a copy to HR. If you request this leave, A Corp will provide individual

notice of rights and obligations to you within five (5) business days or as soon as practicable.

- Documentation of the Covered Family Member's Active Duty or Call to Active Duty in the Armed Forces: To request this type of servicemember FMLA leave, you must provide proof of the qualifying family member's call-up or active military service. This documentation may be a copy of the military orders or other official Armed Forces communication.
- Documentation of the Need for Servicemember FMLA Leave to Care for an Injured or Ill Servicemember: To request this type of Servicemember FMLA leave, you must provide documentation of the family member's or next-of-kin's injury, recovery, or need for care. This documentation may be a copy of the military medical information, orders for treatment, or other official Armed Forces communication pertaining to the servicemember's injury or illness incurred on active military duty that renders the member medically unfit to perform his or her military duties.

Certification of Health Care Provider

If you request FMLA, you must provide A Corp with a certification from a health care provider of the serious health condition using a form from HR, ordinarily within fifteen (15) days. If you fail to provide certification your continuation of leave may be denied. Request for a medical certificate must be made in writing as part of A Corp's response to your request for leave.

Employment Status and Benefits During Leave

A Corp will continue your health benefits during the leave period at the same level and under the same conditions as if you had continued to work. If you choose not to return to work for reasons other than a continued serious health condition of your own or your family member or a circumstance beyond your control, A Corp will require you to reimburse A Corp the amount it paid for your health insurance premium during the leave period. For optional benefits such as dental, flexible spending account, etc., deductions will continue to be taken from your pay during any paid FMLA leave or for unpaid leave. A Corp will advance your portion of the cost for these benefits. On return to work, A Corp will agree with you on repayment of these advanced costs, in full, through payroll deduction. Any salary increase you would have received during your leave will be effective the date you return to work from your leave.

Use of Sick Leave

You must use any paid sick leave you have available, although you may hold back ten (10) sick days. Paid sick leave will be counted toward the FMLA leave entitlement. You are not required to use any of your vacation leave during your leave.

Disability leave for the birth of the child and for your serious health condition, including qualifying workers' compensation leave, will be designated as, and will run concurrently with FMLA.

Amount of Leave/Intermittent Leave

You may take FMLA leave in twelve (12) consecutive weeks, or you may use the leave intermittently (take a day(s) periodically when needed over the year). If you require additional non-FMLA leave as an accommodation under the Americans with Disabilities Act, you should contact HR, preferably a week or more before FMLA leave is exhausted. If you know in advance that you will need an intermittent leave or a reduced hour work schedule because of a serious health condition for you or a family member, contact your supervisor and HR to work out an agreement. You may be temporarily transferred to an available alternate position if it would better accommodate your needs. If this is not possible, then you must show that use of intermittent leave or a reduced hour work schedule is medically necessary. A Corp may require certification of the medical necessity.

Recertification

A Corp may request recertification for the serious health condition of you or your family member every thirty (30) days when circumstances have changed significantly or if A Corp receives information casting doubt on the reason given for the absence or if you seek an extension of your leave. Otherwise, A Corp may request recertification for the serious health condition of you or your family member every six (6) months in connection with an FMLA absence. A Corp may provide your health care provider with your attendance records and ask whether the need for leave is consistent with your serious health condition.

Employment Status After Leave

If you take leave under this policy, you will be able to return to the same position you held when the leave began or to a position with equivalent status, pay, benefits and other employment terms. A Corp may choose to exempt certain key employees from this requirement and not return them to the same or similar position.

When you return from FMLA leave (except intermittent or reduced schedule leave), you must provide a return-to-work certification from your health care provider.

Questions/Information

If you have questions about any of the information in this policy or your rights under the FMLA or you need additional information or assistance in obtaining the maximum benefits for which you are eligible, please contact HR.

318. Family and Medical Leave for Employees Not Eligible for FMLA (Non FMLA Family and Medical Leave)

Should you need to make use of this benefit, you are strongly encouraged to consult with HR to make sure you receive the maximum benefits for which you are eligible. NOTE: "Weeks" refers to your standard work week—for example, if you work ten (10) hours a week, you are eligible for up to twelve (12) weeks at ten (10 hours a week of paid leave.

If you are not eligible for FMLA leave, you are still eligible for up to twelve (12) weeks of [paid leave](#) in a rolling twelve (12) month period for certain life circumstances. You are eligible for

multiple leaves, provided you do not exceed a total of twelve (12) weeks in a rolling twelve (12) month period. **Leave under this policy may not be used on an intermittent basis.**

You may use Non FMLA Family and Medical Leave for:

- a. The birth of a child and in order to care for that child.
- b. The adoption or placement of a child for foster care with you and to care for the child.
[NOTE: Leave for birth, adoption or foster care of a child must be taken within one (1) year of the birth or placement of the child.]
- c. To care for one of the following family members: spouse, parent, sibling, child, including foster or adopted children, and grandchild with a serious health condition.
- d. Your own serious health condition that makes you unable to perform the functions of your position.
- e. Your own medical care for healing following a loss or tragic event.

Serious Health Condition Definition

A serious health condition is:

- a condition that requires inpatient care at a hospital, hospice, or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with inpatient care;
- a condition that requires continuing care by a licensed health care provider;
- illnesses of a serious and long-term nature, resulting in recurring or lengthy absences; or
- a chronic or long-term health condition which, if left untreated, would result in a period of incapacity of more than three (3) days.

Rolling 12-Month Period

You can take up to twelve (12) weeks Family and Medical Leave during any rolling twelve (12) month period measured backward from the date you use any leave under this policy. Each time you take leave, A Corp will compute the amount of leave you have taken under this policy in the last twelve (12) months and subtract it from the twelve (12) weeks of available leave with the balance remaining being the amount you are entitled to take at that time.

Spouses who both work for A Corp

If and your [spouse](#) both work for A Corp and are eligible and you wish to take leave for the birth of a child, adoption, or placement of a child in foster care with you, or to care for your spouse or a parent (but not a parent in-law), sibling (but not sibling in-law), child, including foster or adopted children, or grandchild with a serious health condition, you may only take a combined total of twelve (12) weeks of leave.

Certification of Health Care Provider

If you request Family and Medical Leave, you must provide A Corp with a certification from a health care provider of the serious health condition.

Employment Status and Benefits During Leave

A Corp will continue your health benefits during the leave period at the same level and under the same conditions as if you had continued to work. If you choose not to return to work for reasons other than a continued serious health condition of your own or your family member or a circumstance beyond your control, A Corp may require you to reimburse the amount it paid for your health insurance premium during the leave period. For any optional benefits you may receive such as dental, flexible spending account, etc., deductions will continue to be taken from your pay during any paid leave or for unpaid leave. A Corp will advance your portion of the cost for these benefits. On return to work, A Corp will agree with you on repayment of these financial advances, in full, through payroll deduction.

Any salary increase you would have received during your leave will be effective the date you return to work from your leave.

Use of Sick Leave

You must use any paid sick leave you have available, although you may hold back ten (10) sick days. Paid sick leave will be counted toward the Family and Medical Leave entitlement. You are not required to use any of your vacation time during your leave.

Disability leave for the birth of the child and for your serious health condition, including qualifying workers' compensation leave, will be designated as, and will run concurrently with Family and Medical Leave.

Employment Status After Leave

If you take leave under this policy, you will be able to return to the same position you held when the leave began or to a position with equivalent status, pay, benefits and other employment terms. A Corp may choose to exempt certain key employees from this requirement and not return them to the same or similar position.

When you return from Family and Medical Leave you must provide a return-to-work certification from your health care provider.

Questions/Information

If you have questions about any of the information in this policy or you need additional information or assistance in obtaining the maximum benefits for which you are eligible, please contact HR.

319. Parental Leave

Should you need to make use of this benefit, you are strongly encouraged to consult with HR to make sure you receive the maximum benefits for which you are eligible.

A Corp offers up to twelve (12) weeks of [paid parental leave](#) for new parents for prenatal care and the birth of a child or for the placement of a child for adoption or foster care.

If you are eligible for leave under the FMLA policy (see [Section 317](#)) you are required to comply with the FMLA policy's procedures, use of sick leave, and other provisions that apply to parental leave to receive the benefits described in this policy.

If you are eligible for leave under the Non FMLA Family and Medical Leave policy (see [Section 318](#)) you are required to comply with the Non FMLA Family and Medical Leave policy's procedures, use of sick leave, and other provisions that apply to parental leave to receive the benefits described in this policy.

Pursuant to KRS 337.015, if you are employed in Kentucky and are not eligible for FMLA leave and are adopting a child under the age of seven (7), you are eligible for up to six (6) weeks of [paid personal leave](#). To seek leave under KRS 337.015 you must submit a written request for leave to your supervisor and to HR, preferably fourteen (14) days in advance of the leave, if practicable.

All forms of Parental Leave run concurrently with either FMLA leave (see [Section 317](#)) or Non FMLA Family and Medical Leave (see [Section 318](#)).

Leave for Prenatal Care and for Birth

You are eligible for up to twelve (12) weeks of [paid leave](#) in a rolling twelve (12) month period. You are eligible for multiple leaves, provided you do not exceed a total of twelve (12) weeks in a rolling twelve (12) month period. Leave may be taken for prenatal care. This leave must be taken within twelve (12) months of the birth or placement of a child or children. Intermittent leave must be approved by your supervisor and is tracked by total hours, not days.

Leave for Adoption, Foster Care Placement, and Non-birth Parent

You are eligible for up to twelve (12) weeks of [paid leave](#) in a rolling twelve (12) month. You are eligible for multiple leaves, provided you do not exceed a total of twelve (12) weeks in a rolling twelve (12) month period. This leave must be taken within twelve (12) months of the birth or placement of a child or children. Intermittent leave must be approved by your supervisor and is tracked by total hours, not days.

Parental Leave When Both Partners Work for A Corp

If you and your partner both work for A Corp and you both wish to take parental leave, your combined total leave is limited to twelve (12) weeks, as per the [FMLA Leave](#) and [Non FMLA Family and Medical Leave](#) policies. This leave must be taken within twelve (12) months of the birth or placement of a child or children. Intermittent leave must be approved by your supervisor and is tracked by total hours, not days.

Certification of Health Care Provider

If you request Parental Leave, you must provide A Corp with a certification from a health care provider.

Employment Status and Benefits During Leave

A Corp will continue your health benefits during the leave period at the same level and under the same conditions as if you had continued to work. If you choose not to return to work for reasons not related to the birth, placement, or adoption of a child or a circumstance beyond your control, A Corp will require you to reimburse A Corp the amount it paid for your health insurance premium during the leave period. For optional benefits such as dental, flexible spending account, etc., deductions will continue to be taken from your pay during any paid FMLA leave or for unpaid leave. A Corp will advance your portion of the cost for these benefits. On return to work, A Corp will agree with you on repayment of these advanced costs, in full, through payroll deduction. Any salary increase you would have received during your leave will be effective the date you return to work from your leave.

Use of Sick Leave

You must use any paid sick leave you have available, although you may hold back ten (10) sick days. Paid sick leave will be counted toward the [FMLA Leave](#) and [Non FMLA Family and Medical Leave](#) entitlement. You are not required to use any of your vacation leave during your leave.

Disability leave for the birth of the child and for your serious health condition, including qualifying workers' compensation leave, will be designated as, and will run concurrently with [FMLA Leave](#) or [Non FMLA Family and Medical Leave](#).

Employment Status After Leave

If you take leave under this policy, you will be able to return to the same position you held when the leave began or to a position with equivalent status, pay, benefits and other employment terms. A Corp may choose to exempt certain key employees from this requirement and not return them to the same or similar position.

When you return from Parental Leave (except intermittent or reduced schedule leave), you must provide a return-to-work certification from your health care provider.

Questions/Information

If you have questions about any of the information in this policy or your rights under the [FMLA Leave](#) or [Non FMLA Family and Medical Leave](#) policies or you need additional information or assistance in obtaining the maximum benefits for which you are eligible, please contact HR.

320. Military Leave

A Corp complies with the Uniformed Services Employment and Reemployment Rights Act and the Veterans' Reemployment Rights statutes. If you are a reservist and are absent from work because you have been called up for active duty in the United States uniformed services or a state National Guard, a military leave of absence will be granted to you in accordance with federal law. Verbal or written advance notice of military service is required, unless military necessity prevents such notice, or it is otherwise impossible or unreasonable.

You are eligible for up to two (2) weeks of annual [paid leave](#), less the amount of your military pay (unless prohibited by state law), for temporary regular active or inactive duty training as a reservist in the United States uniformed services or state National Guard.

After the first two (2) weeks of [paid leave](#), the military leave will be unpaid. However, you may use any available paid vacation leave for the absence. Health and pension plan benefits are available as required by law. Benefits accruals, such as vacation, sick leave, and holiday benefits, will be suspended during the leave and will resume upon your return to active employment.

If you have been on military leave for up to thirty (30) days, you are required to return to work for the first regularly scheduled shift after the end of service, allowing reasonable travel time. If you have been on a longer military leave you must apply for reinstatement in accordance with federal law and all applicable state laws. When you return from military leave, you will be reemployed in the same or similar job you left or placed in a position you would have attained had you remained continuously employed or a comparable one, depending on the length of military service in accordance with federal law. You will be treated as though you were continuously employed for purposes of determining benefits based on length of service.

321. Study Leave for Employees Working in Exempt Positions

If your work area's annual budget has available funds and you are benefits-eligible, you may be eligible for study leave.

Annual Study Leave

Up to two (2) weeks annual study leave, with pay, may be granted at the discretion of the [Executive](#) of your work area. Regular exempt employees with at least five (5) years of credited service are eligible to participate. Terms of call for ministers of the Word and Sacrament may take precedence over the years of credited service requirement. Study leave is not considered as additional vacation, although it may be taken in conjunction with vacation.

Extended Study Leave

If you are in a regular, exempt position and have completed seven (7) years of credited service you may be eligible for extended study leave with pay and benefits. The purpose of this leave is for your study of subjects that will contribute to the work of A Corp and to your own professional development. At least five (5) years must have elapsed since any previously extended Study Leave, and at least one (1) year must have elapsed since any previous two (2) week Study Leave was taken.

Contact HR for additional information on eligibility and guidelines.

322. Other Leaves for Employees Working in Exempt Positions

Other leaves of absence for employees working in exempt positions may be available at full salary, reduced salary, or without salary with an [Executive](#)'s approval. These leaves must be for the purpose of an assignment of limited duration with other councils of the church or other

churches, universities and colleges, governmental agencies, foreign nations, private foundations, corporations, and similar agencies as a faculty member, expert consultant or in a similar capacity, or for other appropriate purposes consistent with the needs and interest of A Corp.

323. Employee Assistance Plan

A Corp cares about your health and well-being and recognizes that a variety of personal challenges can disrupt your personal and work lives. Through the BOP's Employee Assistance Plan ("EAP"), A Corp provides free confidential access to professional counseling services for help in addressing such personal challenges as alcohol and other substance abuse, marital and family difficulties, financial or legal problems, and emotional distress. If you are on the BOP Medical Plan, the EAP is available to you and your dependents and others living in your household. The EAP offers assessment, short-term counseling, and referral to appropriate community and private services.

The EAP is strictly confidential and is designed to safeguard your privacy. Information given to an EAP counselor may be released only if requested by you in writing. Contact HR or visit the [Board of Pensions website](#) for more information on the EAP.

324. Emergency Assistance

If you are a member of the BOP Benefits Plan and you are not a minister of the Word and Sacrament, you are eligible to apply for Emergency Assistance, which is a benefit that may be paid to you by A Corp and the BOP. Emergency Assistance may be approved if you are experiencing unusual and unforeseeable hardships. Contact HR for details. If you are a minister of the Word and Sacrament, you should contact your presbytery about Emergency Assistance.

325. Retirement

Retirement pension benefits are available to vested (you must have participated in the pension plan at least three (3) years or be a minister of the Word and Sacrament to be vested) members of the Benefits Plan through the BOP. You should give at least one (1) month notice of your intention to retire. You must be at least 55 years of age to be eligible for retirement benefits and at least 65 years of age to be eligible to retire with full pension benefits through the BOP. Your retirement benefits must be coordinated with the BOP and you should give at least one (1) month notice of your intention to retire to A Corp and the BOP.

You will receive wages for hours worked plus payment for unused prorated vacation when you retire.

Your retirement benefits must be coordinated with the BOP. In applying for retirement pension benefits, you sign a statement acknowledging your responsibility to notify the BOP of any re-employment with A Corp or employment with any PC(USA) agency, entity, or other organization, including, but not limited to, congregations and mid councils after retirement.

Post-retirement Service

A Corp discourages re-employment of individuals who have retired with a pension through the Board of Pensions, because it may impact your pension or social security benefits. However, under some circumstances, re-employment with A Corp may be considered. See HR for more information.

400. TIMEKEEPING/PAYROLL

401. Workweek/Work Hours

The standard workweek runs from 12:00 a.m. Sunday through 12:00 p.m. Saturday. The standard workday generally begins at 8:00 a.m. and ends at 5:00 p.m. at your location, including a one (1) hour, unpaid lunch break. Staffing needs and operational demands may require that work schedules vary among departments. Your work schedule is set by your supervisor, although you may work together to establish a schedule that works best for your work area and you. If you are working in an exempt position, your work schedule may be adjusted within any one (1) pay period/two (2) workweeks. If you are working in a non-exempt position, your schedule may be adjusted, but your total hours worked should not exceed forty (40) hours in any workweek unless your supervisor has approved overtime hours (see [Section 404](#)).

If it is necessary for you to be late or absent, you must personally notify your supervisor, preferably no later than one-half (1/2) hour after the beginning of your regular start time. You must give the reason for the absence or lateness and the expected time you will begin work. If you are unable to contact your supervisor because of illness or an emergency, another person may make the notification. Failure to communicate for any absence or lateness may result in corrective action up to and including separation from employment (see [Section 601](#)). Failure to come to work for three (3) or more consecutive work days without communication with your supervisor about the reason for your absence will be considered job abandonment and could result in separation from employment.

402. Remote Work

A Corp provides remote work options that may allow you to work remotely for all or part of your work schedule. This involves creating a remote work agreement.

A remote work arrangement is an approved, ongoing agreement for you to work out of your normal building location for some or all of your standard work schedule. This is typically working from your home.

These guidelines apply to optional remote requests. If you are working as deployed staff because your position requires you to work in a specific location, other arrangements may apply.

Options

You may request a remote work arrangement, which might be:

- A full remote work schedule with only occasional work on site;
- A hybrid weekly schedule that includes both standard remote workdays and on-site workdays.

Request and Approval Procedures

In consultation with HR, your request will be reviewed by your supervisor. Your needs will be considered along with the needs of the organization. Remote work requests will be considered in a fair and equitable manner in line with non-discrimination policies.

Your supervisor will make a recommendation about your request to the Director of your ministry area/department, who will make a final approval decision. If your remote work arrangement is not approved, you may ask your Director to review your original request again, or you may submit a modified request.

Any remote work arrangement may need to be revised or stopped based on either your needs or A Corp's needs with thirty (30) business days' notice.

See the [Remote Work Guidelines](#) for more information about working remotely, including factors to consider, things to know, reimbursement for expenses, use of A Corp technology and equipment, safety concerns, tracking your time, legal implications, and accommodations under the Americans with Disabilities Act consistent with [Section 102](#) of this Handbook.

403. Pay Dates

You will be paid bi-weekly on every other Friday unless it is a designated holiday. In that case, you will be paid on the day before the holiday begins (e.g., for a payday falling on Friday during the Thanksgiving holiday, payday will be the Wednesday immediately prior to Thanksgiving). Each paycheck will include earnings for all work performed through the end of the previous workweek.

Your pay will be deposited directly into your bank account. Itemized statements of wages are available on the HR/Payroll system.

404. Timekeeping/Overtime

You are responsible for recording your time accurately in A Corp's payroll system.

A Corp complies with the federal Fair Labor Standards Act and state wage and hour laws through accurate classification of positions as exempt or non-exempt from overtime, and by payment of one and a half times (1.5) the regular hourly rate to individuals working in non-exempt positions who work over forty (40) hours in a workweek.

By law, individuals working in non-exempt positions who work over forty (40) hours in a single workweek must receive overtime pay. Therefore, if your position is non-exempt, you must accurately record the time you work. You must always discuss, in advance, with your supervisor any need to work overtime. Together you will make a plan to ensure work is completed, which may or may not include you working overtime hours. A Corp may apply corrective action up to and including separation from employment (see [Section 601](#)) if you work overtime that is not

approved by your supervisor. You cannot waive overtime pay. Calculation of overtime pay is based on one and one-half (1½) times your hourly regular rate of pay.

If your position is non-exempt and you work on a designated holiday at the request of A Corp, you will be paid at an hourly rate equal to two (2) times your hourly rate in lieu of paid time off for the holiday. If the hours worked on the holiday would result in you working more than forty (40) hours during the workweek, you will receive two and one-half (2½) times your hourly regular rate of pay for the hours worked on the holiday.

Time off in lieu of overtime pay (commonly referred to as “comp” time) is not permitted.

If your position is exempt, you do not receive overtime pay or “comp” time. You must record and submit scheduled hours not worked, commonly referred to as “exception” time, on a timely basis. You and your supervisor may agree to a schedule revision from time to time. For example, if you are working in an exempt position and you work on a weekend, you may be permitted by your supervisor to work that time and not report to work the following Monday, as a schedule revision.

If you falsify or do not accurately record time records as described, you may be subject to corrective action up to and including separation from employment (see [Section 601](#)).

405. Lunch Period/Breaks

Lunch is a one (1) hour unpaid meal period, normally completed between 11:30 a.m. and 2:00 p.m., or as otherwise approved by your supervisor. You may take two (2) paid 15-minute breaks daily, schedule permitting, but at a minimum, you receive at least a paid break of ten (10) minutes during each four (4) hours worked, in addition to the lunch period. Breaks may not be taken at the beginning or end of the workday or added to the lunch period without permission from your supervisor. Arrangements for breaks and lunch are made with your supervisor.

406. Business Travel

You will be reimbursed for reasonable business travel expenses incurred while traveling for work. All work-related travel must be approved in advance by your supervisor. If your travel plans have been approved, you are responsible for making your travel arrangements in accordance with applicable policies. Please refer to [Guidelines for Reimbursement of Expenses](#). Corporate credit card use must comply with the [applicable policy](#).

If you are working in a non-exempt position, it is A Corp’s policy to pay you fairly and in compliance with state and federal laws for time spent in travel on work-related duties.

Local and One-Day Trips

Ordinary travel time to and from work does not count as hours worked. Once the work day has started, however, time spent in traveling to and from your place of work to another location on work-related business must be counted as time worked.

If you are given one (1) day work assignments that require you to travel, you will be paid for actual time worked, less a normal meal period, including travel time as follows:

- From your normal work site to your business destination and return to your work site, or
- From your home to your business destination and return home, less time normally spent traveling to and from your normal work site.

Overnight Travel

If you are required to travel on A Corp business for overnight assignments, you will be paid for hours worked as follows:

Day of Departure: Actual hours worked, including travel time from the work site to the point of departure (e.g., airport), the travel time itself (e.g., flight time), and from the point of arrival to the business destination or hotel.

Day(s) at Out-of-Town Business Destinations: The greater of your normal work hours or your actual hours or actual hours worked, including travel time to and from hotel and business destination(s).

Day of Return: Same as “Day of Departure” above, except travel time would include travel from the airport or other arrival point to the work site if you are required to report back to work on the day of return.

Time taken off during a business trip, or extensions of the trip for personal reasons, will be unpaid, unless vacation is used.

If you are a supervisor, please contact HR before approving travel for persons working in non-exempt positions to insure they are paid appropriately.

Emergency or On-Call Situations

If you are working in a non-exempt position and are called out at night or after having completed a day’s work and must travel a substantial distance to perform an emergency job, all time spent on such travel must be counted as hours worked.

500. WORKPLACE AND SAFETY CONDITIONS

501. Commitments

A Corp's ministry takes place across the United States and around the world.

Whether you work in buildings owned or leased by A Corp ("A Corp premises"), or you work for A Corp in any location or venue, A Corp is committed to providing you with as safe a work environment as possible.

Recognizing that our safety involves us all, you are asked to do your part in keeping yourself, your colleagues, and all with whom you interact in your work for A Corp as safe as possible.

502. Use of Equipment and Vehicles

You are expected to be good stewards in the care and use of A Corp equipment and vehicles. Please notify your supervisor if any equipment or vehicles appear to be damaged, defective, or in need of repair to prevent deterioration of equipment and possible injury to your colleagues or others. Intentional destruction or damage of equipment or vehicles may result in corrective action up to and including separation from employment (see [Section 601](#)).

If you are involved in an accident of any sort while traveling on business, you must promptly report the incident to your supervisor, Risk Management, and HR. You are covered by a travel accident insurance policy, which provides for accidental death and dismemberment benefits during business travel. The accidental medical benefit is secondary to any other medical coverage. A Corp pays the full cost of this coverage.

503. Use of Mobile Devices

Occasional personal use permitted

You may use A Corp-provided mobile devices ("devices") for occasional, personal non-business if it does not interfere with the performance of your duties or the duties of your colleagues. You may be required to reimburse A Corp for any charges resulting from your personal use of their devices.

Do not use devices while driving

You should always practice safe use of devices (A Corp-issued or personal) and be aware of and comply with local, state, and federal laws while working for A Corp. You may not make calls, send or read emails or text messages, participate in a virtual online meeting, or use a device while operating any vehicle. If you are a passenger in a vehicle on A Corp business, you must not use a device or participate in a virtual online meeting in a manner that may cause driver distraction. This includes communication through any handsfree services or device. If you must send or receive a communication while driving, you should find a safe and proper parking place and put the vehicle in park before beginning a conversation or reviewing a communication or sending a message, as the case may be. Pulling over to the side of the road is not safe or acceptable unless there is an emergency, such as an accident or a car breakdown.

Confidentiality and device use

Maintain confidentiality as you use A Corp devices. You should always be aware of your surroundings and ensure confidential information is not discussed on any device where it may be overheard. Make sure family, friends, or other persons not participating in an online meeting do not overhear the meeting or appear onscreen.

Confidential information, such as bank account numbers, social security numbers, donor information, credit card numbers, or passwords should never be shared on a device unless the communication is securely encrypted. See [Section 611](#) for more information.

504. Workplace Violence

As a faith community, A Corp strives to recognize and honor the God-given dignity of each person. To that end, A Corp seeks to prevent workplace violence and has established the following rules to address intimidation, harassment, or threats or acts of violence that may occur during work hours on any of A Corp's premises or while you are working on behalf of A Corp in any location or venue:

- Treat anyone with whom you work or interact on behalf of A Corp with courtesy and respect.
- Refrain from any type of behavior that does, or may, endanger the health, welfare, or safety of any person or that disrupts A Corp's ministry. Examples include but are not limited to fighting, disorderly conduct, acts of violence, physical abuse, verbal abuse, cyber bullying, and threats.
- Guns, knives, weapons, firearms, ammunition, explosives, fireworks, or dangerous instruments of any kind are prohibited in the Presbyterian Center and other A Corp premises and in a vehicle that is owned by A Corp or rented on behalf of A Corp. The only exception is law enforcement officials and authorized security personnel.
- Do not threaten, harass, intimidate, or coerce a colleague, supervisor, or third party on any A Corp premises at any time, including off-duty periods, or when you are working on behalf of A Corp at any location or venue.
- Report all threats or acts of violence, both direct and indirect, as soon as possible to Legal Services and HR. This includes threats by employees, as well as threats by customers, vendors, visitors, or any non-employee third party, including, for example, family members. You can also make a report online, either anonymously or with your name, using the [EthicsPoint](#) website or by calling the EthicsPoint hotline at (888) 236-6877. When reporting a threat or act of violence, you should be as specific and detailed as possible. A Corp will promptly and thoroughly investigate all reports of threats or actual violence. If you report a threat or act of violence, A Corp will protect you from retaliation.

If you are found to be responsible for threats or acts of violence or related conduct, you will be subject to corrective action up to and including separation from employment (see [Section 601](#)).

If anyone threatens you at work or outside of your work location and it relates to, or could impact, your work for A Corp, please notify law enforcement immediately and contact Legal Services for further assistance. Legal Services will accompany you as you engage with law enforcement and the justice system. This includes helping you to seek protective orders and to navigate the legal system if criminal charges are filed against anyone who threatens you in connection with your work for A Corp.

Any third party found responsible for threats or acts of violence or other conduct violating other A Corp policies will be escorted from any A Corp premises, may be banned from ever entering all A Corp premises, and, if appropriate, may be reported to law enforcement authorities.

505. Public Health Emergencies

In the event of a pandemic or other public health emergency, an emergency response team (“ERT”), convened by Legal Services and including staff representatives of A Corp, will meet to consider how the emergency impacts A Corp premises, mission co-workers, and colleagues working remotely or deployed. The ERT will gather information concerning best practices identified by local, state, U.S. government, and international agencies, and will provide protocols for living through the public health emergency. The ERT will communicate information, including protocols, electronically and through other means.

506. The Presbyterian Center

The Presbyterian Center (“Center”) exists for the larger church. The Center houses many A Corp programs and other PC(USA) agencies and entities. From the Center, you and your A Corp colleagues support the ministries of Presbyterian mid councils, congregations, and worshipping communities, as well as Presbyterian individuals and other related organizations. Whether you work in the Center on a regular basis or come to the Center periodically, it is important to understand about access to and safety practices of the Center. Contact other A Corp premises for their access and safety practices.

The Center is open Monday through Friday, 6:30 a.m. to 7:00 p.m., and is closed on Saturday, Sunday, and designated holidays. You must exit the building before 7:00 p.m., Monday through Friday. Failure to do so repeatedly may result in corrective action up to and including separation from employment (see [Section 601](#)).

A Corp may close and/or restrict access to the Center and other A Corp premises at any time.

Access

- Access to the Center is limited to authorized personnel and their visitors, all of whom must comply with access procedures.
- You must show your ID badge and scan your security system card when entering the Center.
- Visitors are welcome at the Center and must register at a security desk. You are responsible for your visitors while they are in the Center.

Safety

- The Building Services team implements, administers, monitors, and evaluates safety programs in the Presbyterian Center.
- Report unsafe conditions to your supervisor or Building Services.
- If you violate safety standards, cause hazardous or dangerous situations, or fail to report or, where appropriate, remedy such situations, you may be subject to corrective action, up to and including separation from employment (see [Section 601](#)).
- You are expected to exercise caution in all work activities and, when necessary, cooperate with security guards.

Mail system

Keeping in mind that the Mail Room at the Center does not exist for your personal benefit, you may use A Corp's mail system at the Center to send and receive personal correspondence and packages, but you are required to pay for any personal postage expenses. Contact other A Corp premises for their mail room practices.

507. Smoking

In keeping with A Corp's intent to provide a healthy work environment, smoking, including the use of e-cigarettes or illegal substances, is prohibited on all A Corp premises. If you choose to smoke, you must find a place off A Corp's premises where smoking is permitted.

508. Emergency Closings

At times, emergencies such as severe weather, fires, or power failures can disrupt operations. In extreme cases, these circumstances may require the closing of the Center or other A Corp premises or the transferring of operations to another location. If any of these emergencies occur, you will receive communication about the emergency, building/location closures, and the protocols for work continuation. If you work at the Presbyterian Center, you can call 502-569-8000 for information about severe weather closures and other building related matters. Check with other A Corp premises to learn about how such information is communicated relative to their locations.

600. CONDUCT AND CORRECTIVE ACTION

601. Performance and Behavior Standards

In our work life together, our behavior should reflect the theological affirmations and values found in the Welcome and Introduction sections of this Handbook. A Corp strives to be an organization that loves and seeks justice as we follow Jesus. We work to create a non-anxious learning culture in which we all grow in understanding and in action. We share responsibility for building this culture. As such, we are accountable to one another and to A Corp for our behavior, including our language.

You fulfill your responsibilities to A Corp, your colleagues, and all with whom you interact on behalf of A Corp by satisfactorily performing the requirements and duties of the job for which you were hired and engaging in acceptable standards of conduct and personal behavior.

You are expected to familiarize yourself with A Corp policies and to conduct yourself appropriately. A Corp trusts you to carry out work as assigned with integrity and to treat colleagues and all others with respect.

Supervisors are expected to ensure you are appropriately supported in your work; to offer coaching, encouragement, and recognition of your accomplishments; to set and clarify expectations with you; and to provide you with ongoing performance feedback. Your supervisor should clearly identify steps or actions you should take to correct or improve your performance, as well as to determine if you need further support from A Corp to reasonably meet expectations. Such discussions and expectations should be documented in writing. Corrective action may be taken if needed.

Corrective Action

Corrective action may include coaching discussions with your supervisor, verbal and/or written warnings, performance improvement plans, mandated time off with or without pay, or separation from employment. If you feel a corrective action was unfair, you may file an appeal or a grievance as described in [Section 618](#).

The following standards define some areas of unacceptable behavior. This list is not intended to be all inclusive and may be modified by A Corp from time to time.

Behaviors

- Be insubordinate or fail or refuse to follow instructions or perform or abandon assigned work without notice and approval of your supervisor.
- Engage in verbal abuse, berate, yell loudly and repeatedly at, or use profane language toward any person.
- Unreasonably interfere with or distract another colleague in the performance of their duties.
- Sleep while on duty and while on work time.

- Resist job growth and learning opportunities, including those that challenge white supremacy and other systems of oppression.

Policy violations

- Violate any policy, rule, or process of A Corp.
- Violate any of the provisions of the [Ethics Policy](#), including any act that may represent a conflict of interest such as performing work for another employer, or for a business you operate, during time you are being compensated by A Corp.
- Violate the Technology Policy (see [Section 611](#)) through excessive personal use of A Corp's telephones or computers or related systems, and/or excessive use of social media that is not for work purposes and part of your work duties.

Legal violations

- Violate any federal, state, or local laws, statutes, regulations, or ordinances.
- Be accused or convicted of a crime that may affect A Corp's operation and/or reputation, or which may impact your reputation or ability to effectively serve in your position.
- Commit any act of dishonesty, theft, concealment, or misappropriation of any A Corp property or the property of others. This includes, but is not limited to, tangible property or documents, information that is stored electronically, including donor information, or inappropriate corporate credit card use.

False information

- Intentionally or negligently provide false, incorrect, or misleading information to A Corp, a government agency, or the like.
- Refuse to cooperate during an A Corp investigation.
- Falsify or omit information on an employee application, other work-related document, or on any A Corp records.
- Make a false report about any matter related to A Corp business.

Fraud, vandalism, safety

- Engage in fraud upon, or any act of dishonesty against, A Corp, its workers' compensation carrier, any outside vendor overseeing or managing a plan of the A Corp, or a customer or client of A Corp. Fraud includes theft by deception, bribery, forgery, extortion, corruption, theft, conspiracy, embezzlement, misappropriation, false representation, and concealment of material facts.
- Deliberately destroy or vandalize any A Corp property, including but not limited to furniture or physical property, hard copy or electronic records, or equipment of any type.
- Threaten the safety and security of A Corp or its employees, or violate the safety rules set forth in A Corp policies and in any federal, state, or local statutes, regulation, or ordinance (see [Section 500](#)).

Attendance

- Falsify or improperly alter your time and attendance records or the time and attendance records of any colleague.
- Be repeatedly tardy.
- Be absent without notice for three (3) consecutive scheduled workdays without explanation.
- Take unscheduled or unauthorized breaks.
- Abandon your position or walk off the job.

In the event that you violate one or more of the above standards, despite appropriate support from A Corp, you may be subject to corrective action up to and including separation from employment.

602. Alcohol and Drug Use

A Corp commits to providing a drug-free and healthy work environment. To help ensure this, you are required to report in a satisfactory condition to perform your job, unimpaired by alcohol or drugs, including recreational marijuana, be those illegal or legally prescribed.

You may not have, use, purchase, possess, distribute, sell, produce, or be impaired by or under the influence of illegal drugs while working on A Corp premises or in your usual workplace; and while conducting A Corp-related business and activities off premises; and while operating vehicles owned by A Corp, while driving a vehicle on work time for A Corp, or while operating a rental vehicle paid for by A Corp and used for A Corp business. Note: Exceptions to this policy are: (1) attending an A Corp-sponsored or related functions where alcohol is available for purchase by employees after standard work hours, typically after 5:00 p.m.; and (2) transportation of alcohol in any vehicle for an A Corp-sponsored or related function, provided that the alcohol is not open and is not consumed.

“Impaired” means you are under the influence of a substance to the extent that your motor senses (e.g., sight, hearing, balance, reaction, or reflex) or judgment are, or may be reasonably presumed to be, affected. If your supervisor or any supervisor suspects that you are impaired, they should contact HR immediately. You may be required to submit to alcohol or drug testing. A Corp uses urine testing for drugs and breath testing for alcohol. Tests will be conducted by an approved laboratory. Failure to submit to a test for drugs or alcohol could result in separation from employment. Results of drug and alcohol tests will remain confidential as required by law.

The legal use of prescribed or over-the-counter medications is permitted on the job only if such use does not impair your ability to perform the essential functions of your job effectively and in a manner that does not endanger you or other individuals in the workplace.

If you use medical marijuana with a physician’s prescription, you are required to consult with HR regarding your needs in the workplace. All requests will be subject to a needs assessment and approval process.

Violation of this policy may result in corrective action up to and including separation from employment (see [Section 601](#)).

603. Attendance

Good attendance is a basic performance requirement. You are expected to be present and ready to work during all scheduled work hours (see [Section 401](#)). Attendance records are kept to document attendance and absences for pay purposes and may be considered in evaluating performance.

Supervisors are required to establish attendance and punctuality standards, and to review and approve time entries of the individuals they supervise. Different work areas may have different standards.

Your supervisor will provide coaching if you develop a pattern of lateness or unexcused absences. If they become excessive, you may be subject to corrective action up to and including separation (see [Section 601](#)).

604. Children on A Corp Premises

The PC(USA) loves, values, and honors children. However, A Corp premises are not equipped for the extended presence of children or for their safety. As a general rule, you should not bring children onto A Corp premises. Occasionally, for short periods of time and with your supervisor's approval, you may need to bring your child to A Corp premises. During this time, your child must be under your immediate and constant supervision.

605. Employee Personal Public Witness

When you are in a public, work-related setting, you represent A Corp and the PC(USA). As such, you may not dissent from PC(USA) and A Corp policies, social witness statements, and theological or doctrinal positions. However, there may be times when you personally dissent from a policy, statement, or position. In such a situation, your dissent or public witness is not precluded by employment with A Corp.

Because public actions or expressions of personal belief may affect the A Corp work environment and the PC(USA), personal public witness is subject to the following guidelines:

- When making a personal public witness, you must make it clear that you are speaking and acting for yourself and not for the PC(USA), A Corp, or any of its entities.
- When making a personal public witness, you must not refer to your employment status. If questioned, you may acknowledge your employment status without using it to claim authority. You must not:
 - use any A Corp or PC(USA) letterhead or identifying logo;
 - use the A Corp communications systems, including, but not limited to, computer system, email system, and/or social media platforms and sites;
 - claim expertise by virtue of employment with A Corp; or
 - hold press conferences on A Corp premises.

- It is permissible, however, for you to identify your church affiliation (for example, congregation or mid council) while making a personal public witness.
- You must inform your supervisor of your personal public witness or dissent.
- Should you feel you cannot perform your necessary job functions for reasons of conscience, you may request, but not necessarily receive, a change of assignment. You may also exercise your right to resign your position.

In certain circumstances, you may be required, as part of your work responsibilities, to accomplish work on issues currently in opposition to PC(USA) or A Corp policies, or around which there is controversy. This may involve research, production of resources, or planning or participating in programs and events. When acting within the scope of your employment responsibilities, you are protected from corrective action related to the provisions of this policy.

606. Participation in Public Demonstrations at GA, A Corp Board, COGA, PMAB, or Related Committees

You must refrain from participating in public demonstrations, whether in-person or virtual, to protest PC(USA) or A Corp policies or actions while working at meetings of the GA, the A Corp Board, COGA, PMAB, or related commissions, committees, task forces, and work groups, or at meetings of other organizations for which services are provided by A Corp employees. "Public demonstration" means a public display of protest or opposition, such as standing, marching, posting on social media platforms, or signing written statements with others. It does not include meeting or communicating with individuals or groups who might oppose an action or policy.

607. Role of Staff in Resourcing Meetings

During meetings of the GA, the A Corp Board, COGA, PMAB, and related commissions, committees, task forces, work groups, and meetings of boards and related committees of organizations which you serve as an A Corp employee, you must function as an impartial provider of resources and services, not as an advocate for a particular position. When staffing such meetings, you are working as an A Corp employee, and are expected to give a full and accurate representation of the position of the PC(USA) and A Corp Board in matters of policies, social witness statements, and theological or doctrinal positions, even when representing policies or positions that do not represent your personal position.

If your position description includes working in an advocacy or advisory role, it is appropriate, at times, to engage in work in opposition to or toward changing PC(USA), A Corp Board, COGA, and PMAB policies. It is also appropriate to work on issues around which there is controversy. You must accomplish such work in consultation with your supervisor and not in a manner intended to advocate your personal position. You may be asked by the commissioners or advisory delegates to the GA or by members of an A Corp-related commission, committee, task force or working group for recommendations or to provide leadership on topics in meetings. Such recommendations or leadership must be provided in a balanced, impartial manner that is

consistent with your duties as defined by your position description, supervisor, and the rules of the organization.

608. Personal Property

A Corp is not responsible for, and does not provide insurance coverage for, the loss, theft, or destruction of your personal property on A Corp's premises or other locations where you are working for A Corp, in parking areas, or while on business travel.

609. A Corp Property/Return of A Corp Property

All furniture, office space, office supplies, equipment, systems (including the information and data they contain), files and work documents, hardware and the information and data it contains (including, but not limited to, computers, mobile devices, and external storage devices), software, and other property on A Corp premises and/or supplied to you by A Corp, whether on A Corp premises or under a remote or deployed work arrangement, is A Corp property and is to be used only for A Corp business purposes, except as otherwise indicated in this Handbook. You may not use A Corp property for your personal business or personal benefit, such as using the A Corp computer system to operate an outside business. If you are found to be using A Corp property for a non-A Corp business usage, you may be subject to corrective action up to and including separation from employment (see [Section 601](#)). You should not load or store excessive personal items (e.g., photographs, music) onto A Corp-issued laptops or other mobile devices; those pieces of equipment belong to A Corp. You should not have an expectation of privacy in relation to any personal items transferred to, placed in, or stored in A Corp-issued equipment.

You must return all A Corp property on or before your last day of work. In the case of computers and mobile devices, that means the property must be returned intact and with all software, information, and data installed and stored on the computer/device. You may not wipe or erase any information or data from the computers/devices before returning them to A Corp. A Corp may take all actions deemed appropriate to recover or protect its property. Supervisors do not have authority to transfer equipment, data, hardware, software, licenses, files, or records to you when you depart. See the [Technology and Data Security Policy](#) for information about purchasing your mobile phone or computer when you depart.

610. Copyright Policy

Any works you create within the scope of your employment are the exclusive property of A Corp, which owns the copyright to all such works. Should you make any representation to the contrary, you may be subject to corrective action up to and including separation from employment (see [Section 601](#)) unless you and A Corp signed a written agreement indicating otherwise prior to the creation of the work. "Works" includes, but is not limited to, publications, artwork, illustrations, music, lyrics, articles, books, brochures, videos, audio tapes, photographs, podcasts, and computer programs. See [Section 212](#) for more information.

611. Technology Policy

All equipment, of any sort, that is issued to you by A Corp for the performance of your work is the property of A Corp.

All electronic communications and attachments sent, received, and/or stored on A Corp's systems are records and property of A Corp and should be maintained in accordance with the [Electronic Records Policy](#) and the [Ethics Policy](#).

A Corp property should be used for A Corp business purposes only. Occasional personal, non-business use is permitted if it does not burden A Corp's systems. You should have no expectation of privacy in relation to anything that is sent, received, or stored in any A Corp computer or system.

If you use A Corp systems for transactions intended to be secure, such as personal banking or investing, you do so at your own risk. A Corp cannot guarantee the safety or security of any such personal confidential information or of passwords and user IDs you enter related to such personal transactions.

A Corp may, within legal limits, access any data and records created by you at any time, with or without notice to you, and to disclose any records to law enforcement or government officials or to other third parties without notification to or permission from you. By using A Corp's systems, you consent to monitoring in those rare cases where A Corp deems it necessary.

Your login IDs and passwords must be kept confidential. You should never permit a co-worker or unauthorized third-party access to passwords or to A Corp-provided devices.

You should only subscribe to mailing lists that are job-related and serve a legitimate work-related purpose. If you access any online or social media platform through A Corp's system, you must represent and act in A Corp's best interests in compliance with A Corp's personal public witness policy found in [Section 605](#).

You should not receive work-related email on your personal email address on a routine basis. Any work-related email you receive at your personal email address should be forwarded to your PC(USA) email address and deleted from your personal email.

You should only connect A Corp-issued devices to any A Corp system. You may not use an A Corp system or device to download songs, movies, or other material for personal use. A Corp's systems and devices may not be used for the following purposes:

1. to download unauthorized, protected materials (e.g., copyright protected music, songs, or movies). If you do this, or if you are charged or sued, or if A Corp is sued for unauthorized downloads due to your violation of this or any other A Corp. policy, you may be subject to corrective action up to and including separation from employment (see [Section 601](#)) and be responsible for any fines, penalties, interest, legal fees, and

judgments found or levied against A Corp. If you have questions about whether something is protected by copyright, trademark or other protected status, please contact Legal Services.

2. to download any program or software that can harm A Corp's system.
3. to download any confidential or proprietary A Corp documents, files, or materials, or that belong or relate to any employees, vendors, donors, customers, or clients to any system that does not belong to A Corp. You may not download or collect confidential and proprietary information using wearable technology that has video, audio, and recording capabilities.
4. to send email messages to all employees without a legitimate work-related purpose, or without prior approval from an authorized [Executive](#).
5. to knowingly transmit, retrieve, or store any communication that: (a) is discriminatory or harassing; (b) appears derogatory to any individual or group; (c) is obscene or pornographic; (d) can be seen as defamatory or threatening; (e) reveals the organization's confidential information without authorization; or (f) is used for any purpose that is illegal or contrary to A Corp's policy or interests.
6. to erase or wipe any information or data from an A Corp-issued system or device before returning them to A Corp when you are on a leave of absence or before your separation of employment with A Corp. This includes personal items such as photographs, music, or bank statements.

Consult the [Artificial Intelligence Guidelines](#) to make responsible use of Artificial Intelligence (AI) platforms.

Maintain confidentiality as you use A Corp devices. Always be aware of your surroundings and ensure confidential information is not discussed on any device where it may be overheard. When participating in virtual/hybrid meetings, honor the confidentiality of those participating in the meeting and its contents. Make sure family, friends, or other persons not participating in the meeting neither overhear the meeting nor appear onscreen.

Confidential information, such as bank account numbers, social security numbers, donor information, credit card numbers, or passwords should never be shared on a device unless the communication is securely encrypted.

612. Social Media Policy

A Corp's devices and systems should routinely be used for work purposes, including to communicate about A Corp's ministry through social media accounts. Any such accounts that are used for A Corp work belong to A Corp. They should be set up in coordination with the communication staff for your agency or entity and named in a way that makes clear the connection to A Corp. If you are an account administrator and you leave employment with A Corp, your name will be removed as an administrator, and ownership of the account(s) and all content remains with A Corp.

When using social media for any reason on any A Corp equipment or system, you must follow all policies and behavior standards of A Corp. This includes following all copyright, trade, securities, patent, discrimination, or any other laws. The policies also prohibit offering to buy or sell goods, operating a business not associated with A Corp, and using social media for personal financial gain. In addition, you may not use A Corp social media platforms to state your personal views.

As an A Corp employee, you are likely to be viewed by friends, family, and online followers as a representative of A Corp and the PC(USA). If you talk about A Corp or the PC(USA) anywhere online, especially on your personal social media pages and accounts, you must be transparent and honest about your identity and comply with all policies in this Handbook.

Personal social media accounts should be separate from A Corp's business accounts and may not be identified as A Corp accounts. If you use equipment or systems owned by A Corp for social media, A Corp may monitor your social media usage and content. By using A Corp's equipment or systems, you consent to such monitoring.

613. Privacy

The office, computer, mobile device, and any other equipment A Corp provides you, as well as any personal items you bring onto A Corp premises, are subject to search by A Corp or law enforcement, should the need arise. You should have no expectation of privacy in any of these areas and items at work.

614. Conflict, Complaints, and Grievances

Different types and levels of conflict arise as human beings live in every circumstance, including working for A Corp. Conflicts may also be addressed in different ways.

In some instances, conflict in the work environment may be handled without a formal process taking place. For example, you and a colleague may be able to address a conflict through open, honest conversation together.

It may prove helpful to involve your supervisor, or the other person's supervisor, in mediating the conflict.

You may also turn to HR for assistance in resolving a conflict informally. This may involve options including, but not limited to, identifying an individual from outside A Corp to assist with addressing the conflict.

Sometimes a conflict may reach the level that it cannot be resolved, or one of the parties involved is not satisfied with the proposed resolution. In such an instance, one of the parties may file a grievance with HR or Legal Services. The process for filing grievances described in [Section 618](#) will be followed.

See [Section 616](#) for information about how to report discrimination and harassment, including retaliation.

See [Section 617](#) for information about how to report sexual misconduct.

See [Section 618](#) for information about the grievance process to use should you experience employment-related actions or decisions that adversely affect your employment.

615. Anti-Discrimination and Anti-Harassment Policy

(Note – the Sexual Harassment Policy for All Employers in New York State, found in [Addendum One](#), also applies to all employees working in New York State.)

Equal Employment Opportunity/Anti-Discrimination Policy

All employment policies and practices including recruiting, selection, benefits, compensation, performance reviews, promotion, transfers, corrective action, training, and separation will be administered without regard to race, color, national origin, gender, pregnancy or related conditions, age, marital status, sexual orientation, gender identity/expression, self-identified or perceived sex, transgender status, creed, protected disability status, citizenship status, genetic information, uniformed service (e.g. U.S. Armed Forces or National Guard), status as a Vietnam Era or special disabled veteran in accordance with applicable federal, state and local laws, or veteran status, or religious affiliation (except where a category is determined to be a bona fide occupational qualification) or any other characteristic protected by federal, state or local law. A Corp strongly opposes and does not tolerate any form of discrimination by or towards its employees especially when discrimination is based upon the protected categories in named in [Section 102](#) and categories protected by federal, state, or local law.

Anti-Harassment Policy

A Corp strongly opposes and does not tolerate any form of harassment (which can be a form of discrimination) and unwelcome conduct by or towards its employees, especially when individuals are harassed because they are in a category protected by local, state or federal law (ex. race, color, national origin, etc.). This policy includes, but is not limited to, harassing comments, behaviors, or conduct based upon the protected categories listed above in subsection A (e.g. race, color, national origin, and so forth).

Harassment includes sexual harassment, which is a form of sexual discrimination and sexual misconduct under [Section 617](#) of this Handbook, and is illegal under federal, state and local laws. Sexual harassment includes unwelcome sexual advances, unwelcome requests for sexual favors and other unwelcome verbal, non-verbal or physical conduct or communication of a sexual nature. Two forms of sexual harassment are:

Quid pro quo (this for that) harassment occurs when someone in a position of authority over another (i.e., a manager or supervisor) directly or indirectly demands sexual favors in exchange for some benefit (a promotion, pay increase, etc.) or to avoid some detriment (demotion, separation, etc.) in the workplace.

Hostile Environment Harassment occurs when pervasive conduct or communication unreasonably interferes with the employment of an individual or individuals or creates an intimidating, hostile or offensive work environment for an individual or individuals.

Sexual harassment can occur between persons of any sexual orientation or gender identity, including transgender status, and is unlawful.

The scope of this policy is not limited to the physical location of the office where you work or with your relationships with colleagues at your location. It includes contacts anywhere in connection with working for A Corp and relationships with employees, volunteers, and members of the PC(USA) councils, entities, committees, and/or related entities, and third parties. In other words, discrimination and harassment can happen outside your usual work location.

Reporting Discrimination or Harassment

If you experience or witness discrimination, harassment, or perceived discrimination or harassment, you must report it immediately, as described in [Section 616](#).

Reprisal and Retaliation Are Strictly Prohibited

You can submit reports, complaints or questions, act as witnesses, participate in investigations or proceedings, oppose harassment or encourage colleagues to report harassment in good faith without fear of retaliation. Retaliation against a person for submitting a report or complaint, asking a question, or giving information about discrimination or harassment, whether that individual experiences discrimination or harassment or witnesses it, is a serious violation of this policy and will be treated as a separate and distinct cause for complaint and may result in more strict corrective action than the harassment or discrimination itself. In addition to being a violation of this policy, retaliation is also unlawful. Any acts of retaliation must be reported immediately and will be promptly investigated. See [Section 616](#) for more information; see [Section 601](#) for information about corrective action.

616. Reporting Any Form of Discrimination, Harassment, or Retaliation

A Corp is committed to providing a work environment that is free from all forms of unlawful discrimination and inappropriate conduct that can be considered harassing, coercive, disruptive, or retaliatory. If you believe you have experienced discrimination or harassment, whether the person who is discriminating or harassing you is a colleague or a third party (e.g., Board member, volunteer, vendor), or if you have a question, you should review this policy and make a report without fear of retaliation. If more than one employee is experiencing harassment or discrimination from the same person, you may report as a group or individually. A Corp values and respects you and takes seriously all reports, complaints, or questions of discrimination or harassment, and will not tolerate unlawful or improper conduct by any of its employees, or by any third-party non-employee toward its employees.

Submitting a Complaint, Report, or Asking a Question

If you are submitting a complaint or report or have a question (“complaint”) about discrimination or harassment, you are encouraged, but not required, to write down your complaint in as much detail as possible, including names, dates, witnesses, and incidents. This is encouraged however you choose to submit your complaint.

Complaints about harassment or discrimination by an employee or by persons who are not employed by A Corp may be filed:

- in writing using the [Complaint/Conflict/Grievance](#) form;
- verbally or anonymously to the Director of HR, an HR Generalist, Legal Services, or to your supervisor (if the complaint is about your supervisor, make it to HR or Legal Services);
- online, either anonymously or with your name, using the [EthicsPoint](#) website; or
- by calling the EthicsPoint hotline at (888) 236-6877 or using an international number found on the [EthicsPoint](#) website, either anonymously or with your name.

If you report directly to an [Executive](#) and submit a complaint about that [Executive](#), it will be given to the chair of the committee that handles personnel for that agency (COGA or PMAB) or entity (A Corp Board). That committee will review and investigate the complaint, and its decision will be final.

Duty of Supervisors to Report Discrimination and Harassment

Supervisors who witness what they perceive to be discrimination or harassment, or who receive complaints of alleged discrimination or harassment, should:

- Tell the person who is perceived to be engaging in discrimination or harassment to stop.
- Immediately report what they witness, or the information they receive, to the Director of HR, an HR Generalist, or Legal Services.

Investigation

HR and Legal Services will work complaints through this process in as expeditious a manner as possible.

Once a complaint is received, the initial steps are:

- If received in writing, a copy of the complaint will be sent to the person against whom the complaint has been filed and their supervisor.
- If received orally, a summary of the complaint will be written and reviewed with the person who filed the complaint, and the final summary report will be provided to the person against whom the complaint has been filed and their supervisor.
- HR and Legal Services will determine if any party involved in the complaint should be placed on administrative leave while an investigation is conducted.
- If any party involved in the complaint feels the need for assistance in coping with the stress of the process, they may speak to the director of HR about self-care options.

Next, HR and Legal Services will evaluate the complaint and determine if the information provided warrants an investigation. If so, HR and Legal Services will:

- Investigate the allegations by speaking with the person about whom the complaint has been filed, any persons who may have been a witness or who may have information regarding the complaint, and by reviewing any additional documentation provided.
- Create a confidential written report containing the information from the investigation.
- Form a Review Committee (“Committee”) of 3 to 5 colleagues, one of whom is from HR, to review the confidential written report. Individuals will be selected to serve on the Committee to ensure fair representation based on the type of complaint and the issues involved. If the complaint involves persons from different agencies/entities the Committee will include colleagues from both.
- The Committee will make a decision regarding whether a policy(ies) was violated.
- The Committee’s decision will be given to the person who filed the complaint and the person about whom the complaint was filed. Either party may appeal the decision.
- If appropriate, the Committee may make recommendations for corrective action up to and including separation from employment (see [Section 601](#)), which will be provided to the supervisor of the person about whom the complaint has been filed. The supervisor will review any recommendations for corrective actions from the Committee and will accept, revise, or not accept some or all the Committee’s recommendations.
- The supervisor of the person against whom the complaint has been filed and HR will determine the final actions to be taken. HR will follow up with the supervisor within six (6) months of the supervisor receiving the recommendations to ensure that agreed upon actions have been implemented.

Appeals

Either party may appeal the Committee’s decision to the appropriate [Executive](#) or designee (who is selected by the [Executive](#), the Director of HR, and the General Counsel) within ten (10) business days of the date of the decision. The appeal should:

- be filed in writing and submitted to Legal Services;
- include in detail the basis for the appeal of the Committee’s decision; and
- include relevant documents or other materials.

The [Executive](#) or designee will decide the appeal and issue a decision. A summary of the decision will be given to the person making the complaint and the person complained about. The decision of the [Executive](#) is final.

Complaints Involving Ministers of the Word and Sacrament

If it is determined that inappropriate conduct did occur and you are a minister of the Word and Sacrament, the final decision and any related corrective action shall not be considered exclusive of any actions that may be taken under the [Book of Order](#). A Corp will inform and fully cooperate with your presbytery of membership. See [Section 705](#) for more information.

No Retaliation

Retaliation against an individual for reporting harassment or discrimination, whether that person experiences discrimination or harassment or witnesses it, is a serious violation of this policy. Retaliation will be treated as a separate and distinct cause for complaint and may result in more strict disciplinary action than the harassment or discrimination itself. No person is allowed to retaliate against anyone who submits a report or who is a witness in a matter or otherwise involved in a complaint of discrimination or harassment. Any acts of retaliation must be reported immediately to the Director of HR or Legal Services and will be promptly investigated.

Additional Procedural Matters

Any reports, questions, complaints, documents, administrative records, findings, responses, and appeal materials that are related to the investigation, reporting, and appeal process are confidential. All parties, witnesses, and participants shall respect the confidentiality of the process and will not discuss the fact of the investigation or any matters known to them or discussed by them in an investigation to anyone except those responsible for the investigation and appeal process, including the investigators, the Committee, and the [Executive](#) or their designees. All paperwork and materials related to the process will be placed in the care and custody of Legal Services. Breach of confidentiality by participants in the investigation or decision-making or appeal process may result in corrective action up to and including separation from employment (see [Section 601](#)). Breach of confidentiality includes sharing information you received during the interview process. Breach of confidentiality does not preclude talking to other A Corp colleagues who may serve as witnesses to your complaint. To help navigate this process, you may contact the Director of HR for self-care options. You may also talk to third-party professional individuals outside of A Corp to help you. If you have any questions about what a breach of confidentiality is, contact HR or Legal Services.

Implementation of this procedure by an employee does not limit the right of A Corp to proceed with any corrective action related to the person filing the complaint or the person about whom the complaint is filed, as long as that action is not in retaliation for the use of the procedure.

617. Sexual Misconduct

(Note – the [Sexual Harassment Policy for All Employers in New York State](#), found in [Addendum One](#), also applies to all employees working in New York State.)

Recognizing and valuing the dignity and worth of every person is essential to our work and mission. You, and all employees, are expected to demonstrate a generosity of spirit and respect for all that prevents and removes any form of sexual misconduct from our work community. A Corp strives to maintain a workplace free from any form of sexual misconduct, including sexual harassment, by any employee or by any non-employee work contacts.

The [Sexual Misconduct Policy](#) adopted by the 219th General Assembly (2010) and revised in 2013, applies to all who perform A Corp responsibilities and have relationships with employees, volunteers, members of any PC(USA) bodies or entities, and third parties. Any subsequent

amendments to this policy will also apply. The policy is not limited by location. It applies wherever work and ministry occur in the name of A Corp.

This policy affirms that, “It is the policy of the Presbyterian Church (U.S.A.) (hereinafter referred to as PC(USA)) that all church members, church officers, non-member employees, and volunteers of congregations, councils, and entities of the church are to maintain the integrity of the ministerial, employment, and professional relationship at all times. Persons who engage in sexual misconduct are in violation of the principles set forth in Scripture, and also of the ministerial, pastoral, employment, and professional relationship. It is never permissible or acceptable for a church member, officer, employee, or volunteer to engage in sexual misconduct.”

The [Sexual Misconduct Policy](#) defines sexual misconduct as a comprehensive term that includes child sexual abuse; sexual abuse as defined in the [Book of Order](#) (see D-10.0401c); sexual harassment; rape or sexual contact by force, threat, or intimidation; sexual conduct; sexual malfeasance; and/or misuse of technology.

Any form of sexual misconduct is unacceptable behavior in our work community and is subject to appropriate disciplinary action. The procedures used to investigate allegations of sexual misconduct are in [Section 616](#) of this Handbook. Corrective actions are named in [Section 601](#). These procedures apply to all employees of A Corp. In addition, if you are a member of the PC(USA), relevant provisions of the [Book of Order](#) and the [Standards of Ethical Conduct](#) (210th General Assembly 1998), and other documents of the PC(USA) may apply.

You are encouraged to immediately report incidents of sexual misconduct to your supervisor or to the Director of HR, following the procedures described in [Section 616](#) of this Handbook. If the report is about your supervisor, you can report directly to the Director of HR.

Allegations of sexual misconduct will be investigated and corrective action, up to and including separation from employment, will be taken as warranted.

618. Grievance and Appeal Procedure

Grievance Process Overview

You may submit a grievance if you disagree with certain employment-related actions or decisions that adversely affect your employment and that you have not reported as discrimination or harassment. This includes, but is not limited to, actions such as a warning, suspension, demotion, involuntary transfer, or separation from your employment. Contact HR or Legal Services if you have a question about whether the situation you have experienced can be handled through the Grievance Process. Your grievance must be filed within a reasonable amount of time, usually one month, of the adverse action.

The grievance process cannot be used for the following matters:

- acts or policies implemented by management to comply with GA or A Corp actions or with applicable laws and governmental regulations;

- management and/or insurance carrier decisions regarding workers' compensation and benefits claims, such as short-term and long-term disability claims or flex benefits;
- matters subject to specific administrative review set out in any employee benefits plan;
- matters related to reductions in force, reorganizations, or job eliminations (see sections [215](#) and [216](#)); or
- grievances involving discrimination, sexual harassment, or any other form of harassment that should be processed under [Section 616](#) or [Section 617](#).

Grievance Process Steps

- You must submit a grievance form or orally report a grievance to HR within a reasonable amount of time, usually one month, of the adverse employment action. In the case of a grievance involving HR, the grievance should be submitted to Legal Services.
- HR or Legal Services will provide a copy of the grievance or a summary, if the grievance was oral, to the appropriate member of management from your work area. That individual will:
 - Meet with you within a reasonable period of time, usually no later than ten (10) business days after they received the information. At this meeting you may explain your concerns and why you feel the action taken was unjust. You can give any evidence, including the names of witnesses to support your position.
 - Review the grievance and other information provided, gather any additional information, and make a decision regarding the grievance.
 - Send a written response to you within a reasonable period of time after the meeting, usually no longer than ten (10) business days.

Any grievance against the Director of HR should be filed with the General Counsel. Any grievance against the General Counsel should be filed with the Director of HR. The grievance will be given to the appropriate [Executive](#) for review and decision.

If you report to an [Executive](#), a grievance against that [Executive](#) must be filed with the Director of HR. The Director of HR will meet with the [Executive](#) to discuss the grievance, while providing a copy of it to the Chair of the appropriate board committee responsible for personnel matters. That committee will handle the review of, and decision about, the grievance.

If your position is eliminated in a reduction-in-force, reorganization, job elimination or otherwise, and you have an active grievance, no matter at what stage, your grievance becomes moot when the position is eliminated and is discontinued.

Appeal Process

If you are not satisfied with the response to your grievance, you may file an appeal, in writing, within a reasonable period of time, which should not exceed ten (10) business days per step. Your appeal must be submitted to the appropriate [Executive](#) or a designee.

The [Executive](#) or designee will meet with you to hear why you believe the work-related action was unjust, including evidence or witnesses the person processing your grievance failed to consider. The [Executive](#) or designee will respond, in writing, and that response may uphold, overturn, or modify the action and response of the person processing your grievance. There is no appeal from the [Executive](#) or designee's decision.

Additional Information

The time limits in the grievance and/or appeal processes may be extended to meet circumstances beyond A Corp's control (e.g., vacations, holidays, medical absences, business travel, and weekends). You will not lose pay for any time not on the job when your presence is required at the meetings described in this policy.

A Corp is committed to resolving grievances at the earliest possible step in these processes. By mutual agreement, at any time in the grievance or appeal process, you and A Corp may resolve the matter.

During any of the above steps, no devices with the ability to record audio and/or video will be allowed in any of the meetings. A representative from Legal Services and Human Resources will attend all of these meetings. The appeal process is not subject to the [Open Meeting Policy](#). During grievance or appeal meetings, all participants shall conduct themselves in a professional and respectful manner. Not every problem can be resolved to everyone's satisfaction, but through discussion, employees and A Corp can increase confidence in each other. This confidence is important to the operation of an efficient and harmonious work environment.

Confidentiality

- Grievances and appeals will be kept confidential.
- Any investigative records, reports, recommendations, or decisions that are related to a grievance or appeal shall be confidential after they are created, and will be placed in the care and custody of Legal Services.
- Breach of confidentiality is a violation of policy and will be cause for disciplinary action, up to and including separation from employment.

No Retaliation

You can file grievances and pursue appeals in good faith without fear of retaliation. Retaliation against you for filing a grievance or pursuing an appeal, supporting a grievant or appellant, or participating in a grievance or appeal as a witness is a serious violation of this policy and may result in corrective action up to and including separation from employment (see [Section 601](#)). Any acts of retaliation should be reported immediately to HR or Legal Services and will be investigated promptly.

700. MINISTERS OF THE WORD AND SACRAMENT

701. General

The Presbyterian Church (U.S.A.) understands ministry as the calling of the whole people of God. From that people, some are called to serve in what the church calls “ordered ministries”. Together with the whole people, persons in ordered ministry serve together under the mandate of Jesus Christ. Ministers of the Word and Sacrament are individuals called to such an ordered ministry. Their calling is to teach the faith in word and deed and to equip the people for the work of ministry. They are members of a presbytery and may serve in a variety of ministries, as authorized by the presbytery. If you are a minister of the Word and Sacrament who works with A Corp, you are not installed in your position.

The nature of the relationship between persons ordained as ministers of the Word and Sacrament and the presbyteries of which they are members is governed by the [Book of Order](#). Ministers of the Word and Sacrament who are employed by A Corp are generally covered by all provisions of this Handbook except where excluded by federal, state, or local laws, including the ministerial exception.

702. Terms of Call/Notification and Consultation with Presbytery

If you are a minister of the Word and Sacrament, you must have a written call before starting employment with A Corp. After an offer of employment is made to you, HR will contact the presbytery of which you are a member and seek approval of your terms of call.

If you are a minister of the Word and Sacrament who is employed in an A Corp position where ordination is a minimum qualification, the terms of call must at least meet your presbytery’s minimums for salary and study leave. If you are a minister of the Word and Sacrament who is employed in an A Corp position where ordination is not a minimum qualification, the terms of call and benefits will be established by A Corp and may or may not meet your presbytery’s minimums but will be comparable to those offered to your colleagues in similar positions.

HR will send your current terms of call to your presbytery and the BOP on an annual basis. The BOP will also be notified of any changes in your salary.

If, during your employment, A Corp becomes aware of any circumstances that might occasion disciplinary action of you under the [Book of Order](#), HR will notify and provide full information to, and cooperation with, your presbytery.

When your employment with A Corp ends, HR will provide timely notice of the dissolution of the call to your presbytery. If the dissolution was disciplinary in nature, the notice will include the cause of dissolution. Financial provisions related to termination or settlement agreements are changes in terms of call that HR will share with your presbytery and with the BOP on a timely basis. Upon request, your presbytery will be given access to all information contained in your separation or settlement agreement. The Director of HR and/or a representative of Legal Services will respond to inquiries from appropriate individuals representing your presbytery.

As a minister of the Word and Sacrament, your employment remains at-will. You or A Corp may end your employment at any time with or without cause and with or without notice.

703. Manse/Housing Allowance

The Internal Revenue Code allows exempt-level ministers of the Word and Sacrament employees to exclude from gross income for income tax purposes, if designated in advance by the employer, any manse/housing allowance paid as part of compensation when that allowance is used for specified purposes. The responsibility for accurate estimates of the manse/housing allowance and payment of applicable taxes rests solely with the minister of the Word and Sacrament employee.

Manse/housing allowances are to be used for expenses such as:

- Rental of a home;
- Purchase of a home, including down payment, mortgage, legal fees, fees for title search, installment payments, interest, taxes, fire and home liability insurance premiums, repairs, etc.;
- Operating expenses of a home, other than costs for food or domestic help, such as utilities, house furnishings, attached garage, sidewalks, and front and back yards; and
- Homeowner association dues.

Due to Internal Revenue Service requirements, the manse/housing allowance must be designated by the employer prior to the minister of the Word and Sacrament employee receiving the allowance (generally before employment begins and when you need to make changes). The [manse/housing allowance form](#) is available from HR.

Contact HR for more information about the manse/housing allowance.

704. Withholding

The Internal Revenue Code exempts exempt-level ministers of the Word and Sacrament employees from mandatory withholding. Such ministers of the Word and Sacrament employees may pay their income and self-employment taxes via quarterly installments sent directly to the Internal Revenue Service or via voluntary withholding, which may be arranged with HR/Payroll by completing Internal Revenue Service Form W-4 (Employee's Withholding Allowance Certificate). It is the minister of the Word and Sacrament employee's sole responsibility to complete Form W-4 if voluntary withholding is desired. If no such completed form is submitted to HR, no withholding will take place and the minister of the Word and Sacrament employee will be responsible to make any and all tax payments directly to the Internal Revenue Service. As with the manse/housing allowance form, the responsibility for accurate estimates and completion of Internal Revenue Service Form W-4 rests solely with the minister of the Word and Sacrament employee.

705. Reporting of Policy Violations

HR will report to your presbytery through its appropriate officers any disciplinary actions for violation of A Corp's Anti-Discrimination and Anti-Harassment Policies (see [Section 615](#)), Sexual Misconduct Policy (see [Section 617](#)), or [Ethics Policy](#).

ADDENDUM ONE

The list of examples provided in this policy is not meant to be exhaustive.

Purpose and Goals

The Presbyterian Church (U.S.A.), A Corporation is committed to maintaining a workplace free from harassment and discrimination. Sexual harassment is a form of workplace discrimination that subjects an employee to inferior conditions of employment due to their gender, gender identity, gender expression (perceived or actual), and/or sexual orientation. Sexual harassment is often viewed simply as a form of gender-based discrimination, but A Corp recognizes that discrimination can be related to or affected by other identities beyond gender. Under the New York State Human Rights Law, it is illegal to discriminate based on sex, sexual orientation, gender identity or expression, age, race, creed, color, national origin, military status, disability, pre-disposing genetic characteristics, familial status, marital status, criminal history, or status as a victim of domestic violence. Our different identities impact our understanding of the world and how others perceive us. For example, an individual's race, ability, or immigration status may impact their experience with gender discrimination in the workplace. While this policy is focused on sexual harassment and gender discrimination, the methods for reporting and investigating discrimination based on other protected identities are the same. The purpose of this policy is to teach employees to recognize discrimination, including discrimination due to an individual's intersecting identities, and provide the tools to take action when it occurs. All employees, managers, and supervisors are required to work in a manner designed to prevent sexual harassment and discrimination in the workplace. This policy is one component of A Corp's commitment to a discrimination-free work environment.

Goals of this Policy:

Sexual harassment and discrimination are against the law. After reading this policy, employees will understand their right to a workplace free from harassment. Employees will also learn what harassment and discrimination look like, what actions they can take to prevent and report harassment, and how they are protected from retaliation after taking action. The policy will also explain the investigation process into any claims of harassment. Employees are encouraged to report sexual harassment or discrimination by filing a complaint internally with A Corp. Employees can also file a complaint with a government agency or in court under federal, state, or local antidiscrimination laws. To file an employment complaint with the New York State Division of Human Rights, please visit <https://dhr.ny.gov/complaint>. To file a complaint with the United States Equal Employment Opportunity Commission, please visit <https://www.eeoc.gov/filing-charge-discrimination>.

Sexual Harassment and Discrimination Prevention Policy:

1. A Corp's policy applies to all employees, applicants for employment, and interns, whether paid or unpaid. The policy also applies to additional covered individuals. It applies to anyone who is (or is employed by) a contractor, subcontractor, vendor, consultant, or anyone providing services in our workplace. These individuals include persons commonly referred to as independent contractors, gig workers, and temporary workers. Also included are persons providing equipment repair, cleaning services, or any other services through a contract with A Corp. For the remainder of this policy, we will use the term "covered individual" to refer to these individuals who are not direct employees of the company.
2. Sexual harassment is unacceptable. Any employee or covered individual who engages in sexual harassment, discrimination, or retaliation will be subject to action, including appropriate discipline for employees. In New York, harassment does not need to be severe or pervasive to be illegal. Employees and covered individuals should not feel discouraged from reporting harassment because they do not believe it is bad enough, or conversely because they do not want to see a colleague fired over less severe behavior. Just as harassment can happen in different degrees, potential discipline for engaging in sexual harassment will depend on the degree of harassment and might include education and counseling. It may lead to suspension or termination when appropriate.
3. Retaliation is prohibited. Any employee or covered individual that reports an incident of sexual harassment or discrimination, provides information, or otherwise assists in any investigation of a sexual harassment or discrimination complaint is protected from retaliation. No one should fear reporting sexual harassment if they believe it has occurred. So long as a person reasonably believes that they have witnessed or experienced such behavior, they are protected from retaliation. Any employee of A Corp who retaliates against anyone involved in a sexual harassment or discrimination investigation will face disciplinary action, up to and including termination. All employees and covered individuals working in the workplace who believe they have been subject to such retaliation should inform a supervisor, manager, the Director of HR, an HR Generalist, or Legal Services. All employees and covered individuals who believe they have been a target of such retaliation may also seek relief from government agencies, as explained below in the section on Legal Protections.
4. Discrimination of any kind, including sexual harassment, is a violation of our policies, is unlawful, and may subject A Corp to liability for the harm experienced by targets of discrimination. Harassers may also be individually subject to liability and employers or supervisors who fail to report or act on harassment may be liable for aiding and abetting such behavior. Employees at every level who engage in harassment or discrimination, including managers and supervisors who engage in harassment or discrimination or who allow such behavior to continue, will be penalized for such misconduct.

5. A Corp will conduct a prompt and thorough investigation that is fair to all parties. An investigation will happen whenever management receives a complaint about discrimination or sexual harassment, or when it otherwise knows of possible discrimination or sexual harassment occurring. A Corp will keep the investigation confidential to the extent possible. If an investigation ends with the finding that discrimination or sexual harassment occurred, A Corp will act as required. In addition to any required discipline, A Corp will also take steps to ensure a safe work environment for the employee(s) who experienced the discrimination or harassment. All employees, including managers and supervisors, are required to cooperate with any internal investigation of discrimination or sexual harassment.
6. All employees and covered individuals are encouraged to report any harassment or behaviors that violate this policy. All employees will have access to a complaint form to report harassment and file complaints. Use of this form is not required. For anyone who would rather make a complaint verbally, or by email, these complaints will be treated with equal priority. An employee or covered individual who prefers not to report harassment to their manager or employer may instead report harassment to the New York State Division of Human Rights and/or the United States Equal Employment Opportunity Commission. Complaints may be made to both the employer and a government agency.

Managers and supervisors are **required** to report any complaint that they receive, or any harassment that they observe or become aware of, to the Director of Human Resources, a Resources Generalist, or Legal Services.

7. This policy applies to all employees and covered individuals, such as contractors, subcontractors, vendors, consultants, or anyone providing services in the workplace, and all must follow and uphold this policy. This policy must be provided to all employees in person or digitally through email upon hiring and will be posted prominently in all work locations. For those offices operating remotely, in addition to sending the policy through email, it will also be available on the organization's shared network.

What Is Sexual Harassment?

Sexual harassment is a form of gender-based discrimination that is unlawful under federal, state, and (where applicable) local law. Sexual harassment includes harassment on the basis of sex, sexual orientation, self-identified or perceived sex, gender expression, gender identity, and the status of being transgender. Sexual harassment is not limited to sexual contact, touching, or expressions of a sexually suggestive nature. Sexual harassment includes all forms of gender discrimination including gender role stereotyping and treating employees differently because of their gender.

Understanding gender diversity is essential to recognizing sexual harassment because discrimination based on sex stereotypes, gender expression and perceived identity are all forms of sexual harassment. The gender spectrum is nuanced, but the three most common ways people identify are cisgender, transgender, and non-binary. A cisgender person is

someone whose gender aligns with the sex they were assigned at birth. Generally, this gender will align with the binary of male or female. A transgender person is someone whose gender is different than the sex they were assigned at birth. A non-binary person does not identify exclusively as a man or a woman. They might identify as both, somewhere in between, or completely outside the gender binary. Some may identify as transgender, but not all do. Respecting an individual's gender identity is a necessary first step in establishing a safe workplace.

Sexual harassment is unlawful when it subjects an individual to inferior terms, conditions, or privileges of employment. Harassment does not need to be severe or pervasive to be illegal. It can be any harassing behavior that rises above petty slights or trivial inconveniences. Every instance of harassment is unique to those experiencing it, and there is no single boundary between petty slights and harassing behavior. However, the Human Rights Law specifies that whether harassing conduct is considered petty or trivial is to be viewed from the standpoint of a reasonable victim of discrimination with the same protected characteristics. Generally, any behavior in which an employee or covered individual is treated worse because of their gender (perceived or actual), sexual orientation, or gender expression is considered a violation of A Corp policy. The intent of the behavior, for example, making a joke, does not neutralize a harassment claim. Not intending to harass is not a defense. The impact of the behavior on a person is what counts. Sexual harassment includes any unwelcome conduct which is either directed at an individual because of that individual's gender identity or expression (perceived or actual), or is of a sexual nature when:

- The purpose or effect of this behavior unreasonably interferes with an individual's work performance or creates an intimidating, hostile or offensive work environment. The impacted person does not need to be the intended target of the sexual harassment;
- Employment depends implicitly or explicitly on accepting such unwelcome behavior; or
- Decisions regarding an individual's employment are based on an individual's acceptance to or rejection of such behavior. Such decisions can include what shifts and how many hours an employee might work, project assignments, as well as salary and promotion decisions.

There are two main types of sexual harassment:

- Behaviors that contribute to a **hostile work environment** include, but are not limited to, words, signs, jokes, pranks, intimidation, or physical violence which are of a sexual nature, or which are directed at an individual because of that individual's sex, gender identity, or gender expression. Sexual harassment also consists of any unwanted verbal or physical advances, sexually explicit derogatory, or discriminatory statements which an employee finds offensive or objectionable, causes an employee discomfort or humiliation, or interferes with the employee's job performance.

- Sexual harassment also occurs when a person in authority tries to trade job benefits for sexual favors. This can include hiring, promotion, continued employment or any other terms, conditions, or privileges of employment. This is also called **quid pro quo** harassment.

Any employee or covered individual who feels harassed is encouraged to report the behavior so that any violation of this policy can be corrected promptly. Any harassing conduct, even a single incident, can be discrimination and is covered by this policy.

Examples of Sexual Harassment

The following describes some of the types of acts that may be unlawful sexual harassment and that are strictly prohibited. **This list is just a sample of behaviors and should not be considered exhaustive.** Any employee who believes they have experienced sexual harassment, even if it does not appear on this list, should feel encouraged to report it:

- Physical acts of a sexual nature, such as:
 - Touching, pinching, patting, kissing, hugging, grabbing, brushing against another employee's body, or poking another employee's body; or
 - Rape, sexual battery, molestation, or attempts to commit these assaults, which may be considered criminal conduct outside the scope of this policy (please contact local law enforcement if you wish to pursue criminal charges).
- Unwanted sexual comments, advances, or propositions, such as:
 - Requests for sexual favors accompanied by implied or overt threats concerning the target's job performance evaluation, a promotion, or other job benefits;
 - This can include sexual advances/pressure placed on a service industry employee by customers or clients, especially those industries where hospitality and tips are essential to the customer/employee relationship;
 - Subtle or obvious pressure for unwelcome sexual activities; or
 - Repeated requests for dates or romantic gestures, including gift-giving.
- Sexually oriented gestures, noises, remarks or jokes, or questions and comments about a person's sexuality, sexual experience, or romantic history which create a hostile work environment. This is not limited to interactions in person. Remarks made over virtual platforms and in messaging apps when employees are working remotely can create a similarly hostile work environment.
- Sex stereotyping, which occurs when someone's conduct or personality traits are judged based on other people's ideas or perceptions about how individuals of a particular sex should act or look:
 - Remarks regarding an employee's gender expression, such as wearing a garment typically associated with a different gender identity; or
 - Asking employees to take on traditionally gendered roles, such as asking a woman to serve meeting refreshments when it is not part of, or appropriate to, her job duties.

- Sexual or discriminatory displays or publications anywhere in the workplace, such as:
 - Displaying pictures, posters, calendars, graffiti, objects, promotional material, reading materials, or other materials that are sexually demeaning or pornographic. This includes such sexual displays on workplace computers or cell phones and sharing such displays while in the workplace;
 - This also extends to the virtual or remote workspace and can include having such materials visible in the background of one's home during a virtual meeting.

- Hostile actions taken against an individual because of that individual's sex, sexual orientation, gender identity, or gender expression, such as:
 - Interfering with, destroying, or damaging a person's workstation, tools or equipment, or otherwise interfering with the individual's ability to perform the job;
 - Sabotaging an individual's work;
 - Bullying, yelling, or name-calling;
 - Intentional misuse of an individual's preferred pronouns; or
 - Creating different expectations for individuals based on their perceived identities:
 - Dress codes that place more emphasis on women's attire;
 - Leaving parents/caregivers out of meetings.

Who Can be a Target of Sexual Harassment?

Sexual harassment can occur between any individuals, regardless of their sex or gender. Harassment does not have to be between members of the opposite sex or gender. New York Law protects employees and all covered individuals described earlier in the policy.

Harassers can be anyone in the workplace. A supervisor, a supervisee, or a coworker can all be harassers. Anyone else in the workplace can also be harassers including an independent contractor, contract worker, vendor, client, customer, patient, constituent, or visitor.

Sexual harassment does not happen in a vacuum and discrimination experienced by an employee can be impacted by biases and identities beyond an individual's gender. For example:

- Placing different demands or expectations on black women employees than white women employees can be both racial and gender discrimination;
- An individual's immigration status may lead to perceptions of vulnerability and increased concerns around illegal retaliation for reporting sexual harassment; or
- Past experiences as a survivor of domestic or sexual violence may lead an individual to feel re-traumatized by someone's behaviors in the workplace.

Individuals bring personal history with them to the workplace that might impact how they interact with certain behavior. It is especially important for all employees to be aware of how

words or actions might impact someone with a different experience than their own in the interest of creating a safe and equitable workplace.

Where Can Sexual Harassment Occur?

Unlawful sexual harassment is not limited to the physical workplace itself. It can occur while employees are traveling for business or at employer or industry sponsored events or parties. Calls, texts, emails, and social media usage by employees or covered individuals can constitute unlawful workplace harassment, even if they occur away from the workplace premises, on personal devices, or during non-work hours.

Sexual harassment can occur when employees are working remotely from home as well. Any behaviors outlined above that leave an employee feeling uncomfortable, humiliated, or unable to meet their job requirements constitute harassment even if the employee or covered individual is at home when the harassment occurs. Harassment can happen on virtual meeting platforms, in messaging apps, and after working hours between personal cell phones.

Retaliation

Retaliation is unlawful and is any action by an employer or supervisor that punishes an individual upon learning of a harassment claim, that seeks to discourage a worker or covered individual from making a formal complaint or supporting a sexual harassment or discrimination claim, or that punishes those who have come forward. These actions need not be job-related or occur in the workplace to constitute unlawful retaliation. For example, threats of physical violence outside of work hours or disparaging someone on social media would be covered as retaliation under this policy.

Examples of retaliation may include, but are not limited to:

- Demotion, termination, denying accommodations, reduced hours, or the assignment of less desirable shifts;
- Publicly releasing personnel files;
- Refusing to provide a reference or providing an unwarranted negative reference;
- Labeling an employee as “difficult” and excluding them from projects to avoid “drama”;
- Undermining an individual’s immigration status; or
- Reducing work responsibilities, passing over for a promotion, or moving an individual’s desk to a less desirable office location.

Such retaliation is unlawful under federal, state, and (where applicable) local law. The New York State Human Rights Law protects any individual who has engaged in “protected activity.” Protected activity occurs when a person has:

- Made a complaint of sexual harassment or discrimination, either internally or with any government agency;

- Testified or assisted in a proceeding involving sexual harassment or discrimination under the Human Rights Law or any other anti-discrimination law;
- Opposed sexual harassment or discrimination by making a verbal or informal complaint to management, or by simply informing a supervisor or manager of suspected harassment;
- Reported that another employee has been sexually harassed or discriminated against; or
- Encouraged a fellow employee to report harassment.

Even if the alleged harassment does not turn out to rise to the level of a violation of law, the individual is protected from retaliation if the person had a good faith belief that the practices were unlawful. However, the retaliation provision is not intended to protect persons making intentionally false charges of harassment.

Reporting Sexual Harassment

Everyone must work toward preventing sexual harassment, but leadership matters. Supervisors and managers have a special responsibility to make sure employees feel safe at work and that workplaces are free from harassment and discrimination. Any employee or covered individual is encouraged to report harassing or discriminatory behavior to a supervisor, manager, the Director of Human Resources, a Human Resources Generalist, or Legal Services. Anyone who witnesses or becomes aware of potential instances of sexual harassment should report such behavior to a supervisor, manager, the Director of Human Resources, a Human Resources Generalist, or Legal Services.

Reports of sexual harassment may be made verbally or in writing. A written complaint form is attached to this policy if an employee would like to use it, but the complaint form is not required. Employees who are reporting sexual harassment on behalf of other employees may use the complaint form and should note that it is on another employee's behalf. A verbal or otherwise written complaint (such as an email) on behalf of oneself or another employee is also acceptable.

Employees and covered individuals who believe they have been a target of sexual harassment may at any time seek assistance in additional available forums, as explained below in the section on Legal Protections.

Supervisory Responsibilities

Supervisors and managers have a responsibility to prevent sexual harassment and discrimination. All supervisors and managers who receive a complaint or information about suspected sexual harassment, observe what may be sexually harassing or discriminatory behavior, or for any reason suspect that sexual harassment or discrimination is occurring, are required to report such suspected sexual harassment to the Director of Human Resources, a Human Resources Generalist, or Legal Services. Managers and supervisors should not be passive and wait for an employee to make a claim of harassment. If they observe such behavior, they must act.

Supervisors and managers can be disciplined if they engage in sexually harassing or discriminatory behavior themselves. Supervisors and managers can also be disciplined for failing to report suspected sexual harassment or allowing sexual harassment to continue after they know about it.

Supervisors and managers will also be subject to discipline for engaging in any retaliation.

While supervisors and managers have a responsibility to report harassment and discrimination, supervisors and managers must be mindful of the impact that harassment and a subsequent investigation has on victims. Being identified as a possible victim of harassment and questioned about harassment and discrimination can be intimidating, uncomfortable and re-traumatizing for individuals. Supervisors and managers must accommodate the needs of individuals who have experienced harassment to ensure the workplace is safe, supportive, and free from retaliation for them during and after any investigation.

Bystander Intervention

Any employee witnessing harassment as a bystander is encouraged to report it. A supervisor or manager that is a bystander to harassment is **required** to report it. There are five standard methods of bystander intervention that can be used when anyone witnesses harassment or discrimination and wants to help.

1. A bystander can interrupt the harassment by engaging with the individual being harassed and distracting them from the harassing behavior;
2. A bystander who feels unsafe interrupting on their own can ask a third party to help intervene in the harassment;
3. A bystander can record or take notes on the harassment incident to benefit a future investigation;
4. A bystander might check in with the person who has been harassed after the incident, see how they are feeling and let them know the behavior was not ok; and
5. If a bystander feels safe, they can confront the harassers and name the behavior as inappropriate. When confronting harassment, physically assaulting an individual is never an appropriate response.

Though not exhaustive, and dependent on the circumstances, the guidelines above can serve as a brief guide of how to react when witnessing harassment in the workplace. Any employee witnessing harassment as a bystander is encouraged to report it. A supervisor or manager that is a bystander to harassment is required to report it.

Complaints and Investigations of Sexual Harassment

All complaints or information about sexual harassment will be investigated, whether that information was reported in verbal or written form. An investigation of any complaint, information, or knowledge of suspected sexual harassment will be prompt, thorough, and

started and completed as soon as possible. The investigation will be kept confidential to the extent possible. All individuals involved, including those making a harassment claim, witnesses, and alleged harassers deserve a fair and impartial investigation.

Any employee may be required to cooperate as needed in an investigation of suspected sexual harassment. A Corp will take disciplinary action against anyone engaging in retaliation against employees who file complaints, support another's complaint, or participate in harassment investigations.

A Corp recognizes that participating in a harassment investigation can be uncomfortable and has the potential to retraumatize an employee. Those receiving claims and leading investigations will handle complaints and questions with sensitivity toward those participating.

While the process may vary from case to case, investigations will be done in accordance with the following steps. Upon receipt of a complaint, Human Resources and Legal Services:

1. Will conduct a prompt review of the allegations, assess the appropriate scope of the investigation, and take any interim actions (for example, instructing the individual(s) about whom the complaint was made to refrain from communications with the individual(s) who reported the harassment), as appropriate. If complaint is verbal, request that the individual completes the complaint form in writing. If the person reporting prefers not to fill out the form, Human Resources and Legal Services will prepare a complaint form or equivalent documentation based on the verbal reporting;
2. Will take steps to obtain, review, and preserve documents sufficient to assess the allegations, including documents, emails or phone records that may be relevant to the investigation. Human Resources and Legal Services will consider and implement appropriate document request, review, and preservation measures, including for electronic communications;
3. Will seek to interview all parties involved, including any relevant witnesses;
4. Will create a written documentation of the investigation (such as a letter, memo or email), which contains the following:
 - a. A list of all documents reviewed, along with a detailed summary of relevant documents;
 - b. A list of names of those interviewed, along with a detailed summary of their statements;
 - c. A timeline of events;
 - d. A summary of any prior relevant incidents disclosed in the investigation, reported or unreported; and
 - e. The basis for the decision and final resolution of the complaint, together with any corrective action(s).
5. Will keep the written documentation and associated documents in a secure and confidential location;

6. Will promptly notify the individual(s) who reported the harassment and the individual(s) about whom the complaint was made that the investigation has been completed and implement any corrective actions identified in the written document; and
7. Will inform the individual(s) who reported of the right to file a complaint or charge externally as outlined in the next section.

Legal Protections and External Remedies

Sexual harassment is not only prohibited by A Corp, but it is also prohibited by state, federal, and, where applicable, local law.

The internal process outlined in the policy above is one way for employees to report sexual harassment. Employees and covered individuals may also choose to pursue legal remedies with the following governmental entities. While a private attorney is not required to file a complaint with a governmental agency, you may also seek the legal advice of an attorney.

New York State Division of Human Rights:

The New York State Human Rights Law (HRL), N.Y. Executive Law, art. 15, § 290 *et seq.*, applies to all employers in New York State and protects employees and covered individuals, regardless of immigration status. A complaint alleging violation of the Human Rights Law may be filed either with the New York State Division of Human Rights (DHR) or in New York State Supreme Court.

Complaints of sexual harassment filed with DHR may be submitted any time **within three years** of the harassment. If an individual does not file a complaint with DHR, they can bring a lawsuit directly in state court under the Human Rights Law, **within three years** of the alleged sexual harassment. An individual may not file with DHR if they have already filed a HRL complaint in state court.

Complaining internally to A Corp does not extend your time to file with DHR or in court. The three years are counted from the date of the most recent incident of harassment.

You do not need an attorney to file a complaint with DHR, and there is no cost to file with DHR.

DHR will investigate your complaint and determine whether there is probable cause to believe that sexual harassment has occurred. Probable cause cases receive a public hearing before an administrative law judge. If sexual harassment is found at the hearing, DHR has the power to award relief. Relief varies but it may include requiring your employer to take action to stop the harassment, or repair the damage caused by the harassment, including paying of monetary damages, punitive damages, attorney's fees, and civil fines.

DHR's main office contact information is: NYS Division of Human Rights, One Fordham Plaza, Fourth Floor, Bronx, New York 10458. You may call (718) 741-8400 or visit: www.dhr.ny.gov.

Go to dhr.ny.gov/complaint for more information about filing a complaint with DHR. The website has a digital complaint process that can be completed on your computer or mobile device from start to finish. The website has a complaint form that can be downloaded, filled out, and mailed to DHR as well as a form that can be submitted online. The website also contains contact information for DHR's regional offices across New York State.

Call the DHR sexual harassment hotline at **1(800) HARASS3** for more information about filing a sexual harassment complaint. This hotline can also provide you with a referral to a volunteer attorney experienced in sexual harassment matters who can provide you with limited free assistance and counsel over the phone.

The United States Equal Employment Opportunity Commission:

The United States Equal Employment Opportunity Commission (EEOC) enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act, 42 U.S.C. § 2000e *et seq.* An individual can file a complaint with the EEOC anytime within 300 days from the most recent incident of harassment. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint and determine whether there is reasonable cause to believe that discrimination has occurred. If the EEOC determines that the law may have been violated, the EEOC will try to reach a voluntary settlement with the employer. If the EEOC cannot reach a settlement, the EEOC (or the Department of Justice in certain cases) will decide whether to file a lawsuit. The EEOC will issue a Notice of Right to Sue permitting workers to file a lawsuit in federal court if the EEOC closes the charge, is unable to determine if federal employment discrimination laws may have been violated, or believes that unlawful discrimination occurred by does not file a lawsuit.

Individuals may obtain relief in mediation, settlement or conciliation. In addition, federal courts may award remedies if discrimination is found to have occurred. In general, private employers must have at least 15 employees to come within the jurisdiction of the EEOC.

An employee alleging discrimination at work can file a "Charge of Discrimination." The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (TTY: 1-800-669-6820), visiting their website at www.eeoc.gov or via email at info@eeoc.gov.

If an individual filed an administrative complaint with the New York State Division of Human Rights, DHR will automatically file the complaint with the EEOC to preserve the right to proceed in federal court.

Local Protections

Many localities enforce laws protecting individuals from sexual harassment and discrimination. An individual should contact the county, city or town in which they live to find out if such a law exists. For example, employees who work in New York City may file complaints of sexual harassment or discrimination with the New York City Commission on Human Rights. Contact their main office at Law Enforcement Bureau of the NYC Commission on Human Rights, 22 Reade Street, 1st Floor, New York, New York; call 311 or (212) 306-7450; or visit www.nyc.gov/html/cchr/html/home/home.shtml.

Contact the Local Police Department

If the harassment involves unwanted physical touching, coerced physical confinement, or coerced sex acts, the conduct may constitute a crime. Those wishing to pursue criminal charges are encouraged to contact their local police department.

Conclusion

The policy outlined above is aimed at providing employees at A Corp and covered individuals an understanding of their right to a discrimination and harassment free workplace. All employees should feel safe at work. Though the focus of this policy is on sexual harassment and gender discrimination, the New York State Human Rights law protects against discrimination in several protected classes including sex, sexual orientation, gender identity or expression, age, race, creed, color, national origin, military status, disability, pre-disposing genetic characteristics, familial status, marital status, criminal history, or domestic violence survivor status. The prevention policies outlined above should be considered applicable to all protected classes.