

**CONTINUING RESOLUTION CR12.08.A19.**

**HIRED PERSONNEL HANDBOOK  
SIGNATORY PAGE**

**TRINITY EVANGELICAL LUTHERAN CHURCH  
LATROBE, PENNSYLVANIA**

I have received and reviewed the Hired Personnel Handbook and understand the handbook content and conditions of employment.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

# CONTINUING RESOLUTION

## CR12.08.A19. HIRED PERSONNEL HANDBOOK

This hired personnel handbook of Trinity Evangelical Lutheran Church, Latrobe, PA (hereafter church) is not intended to constitute a contract of employment or a guarantee of benefits or policies stated herein. The Congregation Council may revoke or revise this handbook at any time. This handbook covers the church's hiring and employment policies governing and benefits granted to regular full-time and part-time employees, temporary employees, and salaried staff exempt positions. The policies and benefits covered in this handbook exclude "called" staff.

### I. EMPLOYMENT POLICY

1. Applicants for employment are treated courteously and given fair consideration in compliance with the Civil Rights Act of 1964 which prohibits discrimination in employment practice because of race, color, religion, gender, or national origin. P.L. 90-202 prohibits discrimination on the basis of age with respect to individuals who are at least 40 years of age, and P.L. 903-112 prohibits discrimination because of handicap.
2. Persons hired are selected from all applicants on the basis of qualifications, including such items as ability, availability, capability, aptitude, experience, education, and willingness to work.
3. It is the policy of the church to maintain a working environment free from all forms of sexual harassment or intimidation. Sexual harassment in any manner violates Title VII of the Civil Rights Act. Any employee who violates this policy will be subject to appropriate disciplinary action.

Any employee who is subjected to sexual harassment or intimidation should inform the Chairperson of the Personnel Committee. It is the policy of the church that all sexual harassment incidents will be promptly and confidentially investigated, with appropriate action being taken.

4. In consideration of employment, it is agreed that employment and compensation can be terminated with or without cause and with or without notice at any time at the option of the Congregation Council.

### II. HIRING PRACTICES

1. Position openings will be advertised within the congregation and, if necessary, in local newspapers and with the Pennsylvania State Employment Service.
2. Prospective employees will complete and submit an application form (attached) with a resume.
3. Interviews will be conducted by the Personnel Committee and invited interviewers, such as the Pastor relating to the Personnel Committee and other available Pastors or appropriate church staff or members of the Congregation Council.
4. As employment applications contain a release to contact applicant references, all applications submitted for position vacancies are property of the church. Applications submitted from applicants not offered or declining employment may be retained by the church for a minimum of one year prior to disposal.
5. Employment application information is confidential.

6. Applicants offered a position must be able to provide acceptable employment/personal references and pass a pre-employment examination. The pre-employment examination may include skills testing; safe driving, criminal record, and child abuse history clearances; and/or physical evaluation, including drug screening. Pennsylvania Child Protective Services Law (CPSL [Title 23 Pa.C.S. 6344.2]) requires that all clergy and church employees pass background checks, including (but may not be limited to should new laws or insurance regulations or the Child Protection Policy Committee [most recent continuing resolution CR12.04.J.] require):
  - a. Pennsylvania State Police background check;
  - b. Pennsylvania Child Abuse History Clearance; and
  - c. Federal Bureau of Investigation (FBI) criminal history clearance.
  
7. The applicant who is offered the available position will be given an offer letter, which will include:
  - a. salary and benefits;
  - b. position description; and
  - c. any additional information necessary for the position, including a copy of the Child Protection Policy (attachment to the most recent continuing resolution CR12.04.J.) of this congregation.

The offer letter will be given before the applicant is asked to make a decision about the position.
  
8. A personnel file will be kept on each employee by the Pastor relating to the Personnel Committee. The personnel file will contain the application with resume, employment references, completed Personal Interview form (most recent continuing resolution CR12.04.J., Child Protection Policy attachment, Appendix 2), results of required background screenings (II.6.) and of any pre-employment examinations (II.6.), starting salary, starting date, a copy of their offer letter (II.7.), a signed copy of the signatory page for this hired personnel handbook, a signed copy of the Child Protection Covenant (most recent continuing resolution CR12.04.J., Child Protection Policy attachment, Appendix 4), and all written performance reviews (III.2.).

### III. CONDITIONS OF EMPLOYMENT

1. Each employee is expected to satisfactorily perform the duties and responsibilities of their respective position description. Position descriptions may be periodically revised by the Personnel Committee. The employee will be given copies of revised position descriptions and any new duties and responsibilities will be explained to the employee by the Personnel Committee and/or a Pastor.
  
2. At least annually, each employee's performance will be reviewed with the employee by at least one member of the Personnel Committee and/or a Pastor. A written copy of the performance review, signed by the employee and the reviewer(s), will be retained in the employee's personnel file. Should the employee decline to sign the review, the reviewer(s) will sign and note the employee's refusal.
  
3. During September of each year, recommendations for changes in salaries and fringe benefits will be prepared by the Personnel Committee and submitted to the Finance Committee of the Congregation Council for preparation of the next fiscal year budget. All recommendations must be approved through the adoption of the budget at the Annual Business Meeting of this congregation.
  
4. Employees must submit their vacation leave schedule requests to the Pastor relating to the Personnel Committee in writing as early in the year as possible. The Pastor will make the final decision regarding the granting of vacation leave for the time period requested.
  
5. Employees must report illness absences to a member of the ministry staff by telephone.
  
6. Employees should immediately notify a Pastor or the Chairperson of the Personnel Committee of any injury which occurred in the performance of their job, but not longer than 24 hours after the injury.
  
7. An employee's job performance is negatively affected by the use of illegal drugs and alcohol abuse; therefore, the church cannot tolerate the use of illegal drugs or abuse of alcohol and other substances by our employees.
  
8. Employment can be subject to continued safe driving, criminal record check, substance abuse testing, and Pennsylvania child abuse history clearances.

9. There is a standard of law-abiding and moral behavior which is expected of all employees. Unacceptable behavior will be subject to disciplinary action of varying severity, depending on the circumstances, up to and including discharge.
10. All employees are expected to be knowledgeable of and abide by the Child Protection Policy of this congregation (most recent continuing resolution CR12.04.J.). In addition, signing of the Child Protection Covenant (most recent continuing resolution CR12.04.J., Child Protection Policy attachment, Appendix 4) is a requirement of employment.
11. Employees have a responsibility to report any known or suspected child abuse or sexual abuse, as defined by the Child Protection Policy (most recent continuing resolution CR12.04.J. attachment). Such known or suspected child abuse should be reported immediately to the Childline (1-800-932-0313) and the pastor relating to the Personnel Committee (i.e., Administrative Pastor in continuing resolution CR12.04.J.) for further action including reporting to local police authorities for an independent investigation as may be mandated by state law.
12. The church expects neat, well-groomed employees, suitably dressed for the job which they are performing. All clothing must be clean and neat; good personal hygiene and grooming will prevail.
13. If it is necessary for an employee to terminate employment, a written notice should be submitted to the Chairperson of the Personnel Committee and Pastor relating to the Personnel Committee as far in advance as possible, and in any case not less than two weeks prior to termination.

#### **IV. EMPLOYEE CONFLICT RESOLUTION**

1. Employees who believe that any policy or procedure is not being fairly applied may present, without fear of reprisal, a written statement of the alleged inequity to a Pastor. If the complaint is not settled to his or her satisfaction, it may be submitted to the Chairperson of the Personnel Committee for further consideration.
2. The Personnel Committee will review the alleged inequity and decide on a course of action. At times it may be necessary, due to the nature of the inequity, to present the resolution to the Congregation Council for further consideration and final action.

#### **V. BENEFITS**

1. Reimbursement by the church for the cost of continuing education programs is subject to request in advance and approval by the specific committees as follows:

Director of Music and Organist: Worship and Music Committee  
 Financial Secretary: Personnel Committee  
 Health and Wellness Coordinator: Personnel Committee  
 Ministry Office Coordinator: Personnel Committee  
 Secretaries I, II: Personnel Committee  
 Sextons: Property Committee

All requests must be forwarded to the Personnel Committee for approval, dependent upon the appropriateness of the request and monies available. Reimbursement shall be in full for the cost of the education program. Reimbursements for travel and living expenses are subject to negotiation, but must be agreed upon prior to the continuing education event. Otherwise, no reimbursement for travel and living expenses will be made.

2. Benefits provided regular employees whose normal work week is 30 hours or greater and salaried staff exempt positions:

- a. Unless otherwise agreed upon prior to employment, life insurance and health insurance will be provided. Insurance benefits are provided only for employees. Spouse or family insurances can be added at the sole expense of the employee for employees who start employment with the church after January 1, 2010.
- b. If the ELCA Benefit plan is accepted by the employee or salaried exempt staff, unless otherwise agreed upon prior to employment, a pension plan will be provided through the ELCA.
- c. Sick leave benefits are provided if an accident or illness should make it necessary for an employee to remain away from work. After six months of continuous employment, the employee will be eligible for one day's sick leave for each month worked from the initial six-month period to the end of the calendar year. A maximum of ten paid sick days per year will be granted. Sick days may not be accumulated from year to year.

Sick leave is a benefit provided for the employee alone and cannot be granted in the event of absence from work due to another's illness. Sick leave cannot be used as a "personal" day or additional vacation leave.

- d. Annual paid vacation leave is granted as follows:

- 5 days after six months to one year continuous employment
- 10 days after one year to five years continuous employment
- 15 days after five years to ten years continuous employment
- 20 days after ten and more years continuous employment

- e. Vacation leave is accrued on a calendar year basis prorated for hiring date. (See Appendix A for example calculations of vacation leave.) All accrued vacation leave will be paid at termination. Borrowing of vacation days is limited to those days which would be earned (accrued) in the calendar year they are used. Should the employee terminate employment before accruing used (borrowed) vacation days, those days will be deducted from the final pay check. Vacation leave may not be accumulated from year to year. However, up to three (3) days vacation leave may carry forward only through January of the next vacation accrual year (i.e., must use these up to 3 carry forward days in the first 31 calendar days of the new vacation accrual year). Employees and staff must use their vacation leave or forfeit this benefit. There will be no cash payments in lieu of time off.

- f. The following paid holidays shall be observed:

New Year's Day	Thanksgiving Day
Good Friday - ½ day	Friday after Thanksgiving Day
Memorial Day	Christmas Eve - ½ day
Independence Day	Christmas Day
Labor Day	New Year's Eve - ½ day

- g. A sexton will be expected to work on any holiday (V.2.e.) when a worship service is scheduled, to be reimbursed at time-and-a-half pay. Time-and-a-half shall also be paid should regular employees (V.2) be required to work over 40 hours per week.
- h. One personal day may be taken per year when desired, with the prior approval of the Pastor relating to the Personnel Committee and after six months continuous employment. In recognition of every fifth (5<sup>th</sup>) hire date anniversary (i.e., 5<sup>th</sup>, 10<sup>th</sup>, 15<sup>th</sup>, 20<sup>th</sup>, 25<sup>th</sup>, etc., year of employment), one (1) extra personal day will be granted, to be used only during the hire date anniversary year. The accrual date of this personal day is the hiring anniversary date.
- i. In time of bereavement, employees will be granted time off with pay in the event of a death in the immediate family (spouse, children/step-children, grandchildren, parent/step-parent, parent-in-law, brother, sister, brother/son-in-law, sister/daughter-in-law, or relative residing in the employee's household). The allowable paid bereavement leave is granted only for normally scheduled work days from the day of death to and including the day of the funeral, with a maximum of three (3) paid

bereavement days. A maximum of one (1) day paid bereavement leave will also be granted for other family members (grandparents, aunts, or uncles) should the funeral occur during a scheduled work day.

- j. Jury duty time will be granted with full pay, less the amount received for performing jury service. Employees should notify the Pastor relating to the Personnel Committee as soon as possible after a jury summons is received. Upon jury termination, the employee must submit documentation of stipends paid. Benefit pay will be adjusted accordingly.
- k. Long-term disability is provided through an insurance product and should be expected to be less than current salary levels. Once application is filed for disability leave by the employee, the church will self-fund a short-term disability benefit for that period after the employee's sick leave is exhausted and before the long-term disability insurance product begins or would begin coverage. Salary will be paid at the same level during short-term disability as paid by the long-term disability insurance product (i.e., less than the employee's current salary), less any reimbursements received through Worker's Compensation. During the short-term disability period, the church will continue to provide all insurance and pension benefits previously provided the employee prior to the employee's disability.
- l. Unpaid family leave will be granted up to a maximum of 12 weeks per year with the prior approval of the Pastor relating to the Personnel Committee. Vacation leave must be used before any family leave eligibility is granted.
- m. If attending an approved continuing education training, the employee shall be reimbursed for their time only if the training occurs during their scheduled work hours.

3. Benefits provided the Music Director:

- a. Two Sundays paid sick leave are granted per year. Unused sick leave cannot be used as additional vacation; neither can it be accumulated from year to year.
- b. Three weeks (maximum of 3 Sundays) per year paid vacation leave will be granted for the first five years of continuous employment and four paid weeks (maximum of 4 Sundays) per year for subsequent years of employment. However, up to two (2) Sundays vacation leave may carry forward only through January of the next vacation accrual year (i.e., must use these up to 2 carry forward Sundays in the first 31 calendar days of the new vacation accrual year). The Music Director must use their vacation leave or forfeit this benefit. There will be no cash payments in lieu of time off.
- c. In recognition of every fifth (5<sup>th</sup>) hire date anniversary (i.e., 5<sup>th</sup>, 10<sup>th</sup>, 15<sup>th</sup>, 20<sup>th</sup>, 25<sup>th</sup>, etc., year of employment), one (1) personal day will be granted, to be used only during the hire date anniversary year. The accrual date of this personal day is the hiring anniversary date.
- d. In time of bereavement, the Music Director will be granted a paid Sunday of leave in the event of a death in the immediate family (spouse, children/step-children, grandchildren, parent/step-parent, parent-in-law, brother, sister, brother/son-in-law, sister/daughter-in-law, or other relative residing in the employee's household). The paid bereavement leave will be allowed only if the Sunday falls within the day of the death to and including the day of the funeral, with such bereavement period not to exceed a maximum of three (3) days. A maximum of one (1) Sunday off with pay for bereavement leave will also be granted for other family members (grandparents, aunts, or uncles) if the funeral occurs on a Sunday.
- e. Jury duty time will be granted with pay, less the amount received for performing jury service, only if the Music Director is a sequestered juror on Sunday(s). The Music Director should notify the Pastor relating to the Personnel Committee as soon as possible after a jury summons is received. Upon jury termination, the Music Director must submit documentation of stipends paid. Benefit pay will be adjusted accordingly.
- f. No other paid leave or benefits, than what is stated above (V.3.a-e.), shall be granted to the Music Director. The church does not provide the Music Director life insurance, medical insurance, pension, holidays, personal days (except as noted in V.3.c.), short-term disability, nor long-term disability

benefits. Any benefits resulting from injury while on the job are only those covered by Worker's Compensation.

- g. If attending an approved continuing education training, the Music Director shall be reimbursed for their time only if the training occurs during their scheduled work hours.
4. Benefits provided regular employees whose normal work week is less than 30 hours (i.e., part-time employees) and all temporary employees (regardless of the number of hours worked per week):
- a. Two weeks paid vacation leave per year are granted after one year of continuous employment. Vacation leave will be paid at the employee's current weekly base salary. Vacation leave may not be accumulated from year to year. However, up to three (3) days vacation leave may carry forward until only through January of the next vacation accrual year (i.e., must use these up to 3 carry forward days in the first 31 calendar days of the new vacation accrual year). Employees and staff must use their vacation leave or forfeit this benefit. There will be no cash payments in lieu of time off.
  - b. In recognition of every fifth (5<sup>th</sup>) hire date anniversary (i.e., 5<sup>th</sup>, 10<sup>th</sup>, 15<sup>th</sup>, 20<sup>th</sup>, 25<sup>th</sup>, etc., year of employment), one (1) personal day will be granted, to be used only during the hire date anniversary year. The accrual date of this personal day is the hiring anniversary date.
  - c. No other paid leave or benefits, than what is stated above (V.4.a. and V.4.b.), shall be granted to part-time and temporary employees. The church does not provide part-time and temporary employees life insurance, medical insurance, pension, sick leave, holidays, personal days, bereavement or jury duty time, short-term disability, nor long-term disability benefits. Any benefits resulting from injury while on the job are only those covered by Worker's Compensation.
  - d. Part-time and temporary employees who are required to work on the observed holidays listed above (V.2.e.), such as when a worship service is scheduled, shall be reimbursed at time-and-a-half pay. Time-and-a-half shall also be paid should part-time and temporary employees be required to work over 40 hours per week.
  - e. If attending an approved continuing education training, the employee shall be reimbursed for their time only if the training occurs during their scheduled work hours.

## **Appendix A**

### **Vacation Calculation Guide**

#### **for Hired Personnel Whose Normal Work Week is 30 Hours or Greater**

This appendix is presented to assist in the calculation which prorates vacation from hiring date to a calendar year basis (reference section V.2.d. of the Hired Personnel Handbook). Two examples are shown, one for an early in the calendar year hiring date and one for a late in the calendar year hiring date. Similar calculations are required for employees with hiring dates different than those used in the examples.

Joe was hired on March 3<sup>rd</sup> and Mary on November 22<sup>nd</sup> in the same year. During his hiring calendar year, Joe would be eligible for 34 hours vacation after September 3<sup>rd</sup> (6 months after his hire date). Mary would not be eligible for vacation leave during her hire year as she would not have been able to work 6 months prior to December 31<sup>st</sup> (end of the calendar year). Joe's 34 hours of vacation leave during his hiring calendar year is calculated as follows:

March 3<sup>rd</sup> is the 62<sup>nd</sup> day of the year, so 365 calendar days per year – 62 days not employed by Trinity during his hiring calendar year = 303 days Joe was employed by Trinity during his hiring year. 303 days employed / 365 days in calendar year = 0.830. This hiring day proration factor is then multiplied by the 40

hours (5 days x 8 hours normal work day) that he was eligible to have earned, or  $40 \text{ hours} \times 0.830 = 34 \text{ hours}$  (33.2 hours rounded up to the nearest hour).

During their second calendar year of employment, Joe will be eligible for 10 days (80 hours) of vacation and Mary will be eligible for 49 hours vacation leave. Mary's 49 hours of vacation leave is calculated as follows:

The end of the 6th month of employment will be May 22<sup>nd</sup> of the following hiring calendar year, after which Mary is eligible for vacation leave. Thus, Mary is eligible for 40 hours (5 days x 8 hours normal work day) from 6 months through 1 year of employment plus her earned vacation after 1 year of employment (November 22<sup>nd</sup>) through the end of the calendar year. November 22<sup>nd</sup> is the 326th day of the year, so  $365 - 326 = 39$  days beyond 1 year Mary was employed by Trinity during her second calendar hiring year.  $39 \text{ days employed} / 365 \text{ days in calendar year} = 0.107$ . This hiring day proration factor is then multiplied by the 80 hours (10 days x 8 hours normal work day) that she was eligible to have earned after 1 year of employment, or  $80 \text{ hours} \times 0.107 = 9 \text{ hours}$  (8.5 hours rounded up to the nearest hour).  $40 + 9 = 49$  hours of eligible vacation for the full calendar year following her hire calendar year.

During their third through fourth calendar years of employment, both Joe & Mary will be eligible for 10 days (80 hours) of vacation.

During their fifth calendar year of employment, Joe will be eligible for 14.25 days (114 hours) of vacation and Mary will be eligible for 10.6 days (85 hours) of vacation. Joe's 114 hours of vacation and Mary's 85 hours of vacation are calculated as follows:

Joe's hiring day now has 2 proration factors (which must always total 1.0); the 1<sup>st</sup> for that portion of the year prior to his hiring anniversary date and the 2<sup>nd</sup> proration factor for that portion of the year after his hiring date:  $0.170$  [ $1.0 - 0.830$  from Joe's example above or  $(365 - 303) / 365$ , where 303 = the days Joe is employed after his hiring date each calendar year] for January 1<sup>st</sup> through March 3<sup>rd</sup> and  $0.830$  (from Joe's example above) for March 4<sup>th</sup> through December 31<sup>st</sup>. Multiply the first portion of the year proration factor by the 10 days vacation or  $0.17 \times 80 \text{ hours} = 13.6 \text{ hours}$ . Next do the same for the second portion of the year where Joe is now eligible to earn 15 days vacation per year after 5 years continuous employment or  $0.830 \times 120 \text{ hours} = 99.6 \text{ hours}$ . Now add these two values or  $13.6 + 99.6 = 113.2 \text{ hours}$  or 114 rounded up to nearest hour.  $114 / 8 = 14.25$  vacation days Joe is eligible for in his fifth calendar year of employment.

Likewise, Mary's 2 proration factors are  $0.893$  [ $1.0 - 0.107$  from Mary's example above or  $(365 - 39) / 365$ , where 39 = the days Mary is employed after her hiring date each calendar year] for January 1<sup>st</sup> through November 22<sup>nd</sup> and  $0.107$  (from Mary's example above) for November 23<sup>rd</sup> through December 31<sup>st</sup>.  $0.893 \times 80 \text{ hours} = 71.4 \text{ hours}$  and  $0.107 \times 120 \text{ hours} = 12.8 \text{ hours}$  eligible vacation leave after 5 years continuous employment =  $71.4 + 12.8 = 84.3$  or 85 hours rounded up to nearest hour.  $85 / 8 = 10.6$  vacation days Mary is eligible for in her fifth calendar year of employment.

During their sixth through ninth calendar years of employment, both Joe & Mary will be eligible for 15 days (120 hours) of vacation.

During their tenth calendar year of employment, Joe will be eligible for 19.25 days (154 hours—153.2 rounded up to nearest hour) of vacation and Mary will be eligible for 15.6 days (125 hours) of vacation. Joe's 154 hours of vacation and Mary's 125 hours of vacation are calculated as described above for their fifth calendar year of employment, except 120 hours and 160 hours are used in the equations for eligible vacation leave earned in their 10<sup>th</sup> calendar year of employment. Note also that in all cases the same result can be gotten by simply adding the incremental 40 hours of eligible vacation leave ( $160 - 120 = 40$ ) onto the vacation leave earned during the fifth calendar year of employment.

During their eleventh calendar year of employment and beyond, both Joe & Mary will be eligible for the maximum 20 days (160 hours) of vacation.