



PRESBYTERY *of*
SAN FRANCISCO

Presbytery of San Francisco Employee Handbook 2025



To Celebrate, Nurture
and Serve
our communities, by
our life together
in Christ.

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Section 1 - GETTING STARTED: Welcome and Introduction

To new employees, welcome to the Presbytery of San Francisco (hereinafter sometimes referred to as “the Presbytery”). To our continuing employees, thank you for contributing to the quality and delivery of our services. We have hired you because we believe you have the skills, experience, and potential to help you and our organization succeed. We value the abilities, experience, and background that you bring to our team.

1000 Mission and Focus of The Presbytery of San Francisco

The Mission of the Presbytery of San Francisco is to:

- **CELEBRATE,**
- **NURTURE** and
- **SERVE**

Our communities, by our life together in Christ.

In partnership with the Holy Spirit, the Presbytery of San Francisco chooses to focus its resources by:

- *Regional Partnerships:* Equipping our congregations to more effectively engage the challenges affecting their communities through regional missional partnerships;
- *Supporting Congregations:* Taking a leadership role in working with churches that are struggling and facilitating new intentionality in their mission;
- *Nurture Ministers:* Nurturing relationships with and among our Ministers of Word and Sacrament as they serve in their diverse ministries; and
- *New Worshiping Communities:* Equipping the leadership in congregations to incubate new ministries that help people become growing, vital disciples.

Furthermore, as a [Matthew 25 Presbytery](#), we join with other Presbyterian Church (U.S.A.) congregations, presbyteries, and synods in our commitment to:

- build congregational vitality,
- dismantle structural racism, and
- eradicate systemic poverty.

These principles influence decisions around our priorities, our budget, and our relationship with God, creation, and each other. For we strive to be a Presbytery that when people talk about us they say, “for I was hungry and you gave me something to eat, I was thirsty and you gave me something to drink, I was a stranger and you invited me in, I needed clothes and you clothed me, I was sick and you looked after me, I was in prison and you came to visit me. [Matthew 25:35-36](#)

1001 What You Can Expect from The Presbytery of San Francisco

The Presbytery of San Francisco is concerned with both the delivery of quality services and the welfare of our employees, our congregations, and our communities. To build and maintain a well-trained and efficient organization of people who work well together to make the Presbytery of San

Francisco and its employees successful and harmonious, the Presbytery of San Francisco is committed to the following guiding principles:

- To provide the necessary leadership to help employees understand and carry out the Presbytery's Mission;
- To recognize, utilize, affirm, and develop the full potential of each employee;
- To select employees based on skill, knowledge, experience, training, ability, attitude, and character, and to extend equal employment opportunities to all individuals;
- To establish and maintain open communication;
- To be faithful to the purpose of the organization as found in the foundational section of the *Book of Order* of The Presbyterian Church (U.S.A.);
- To encourage teamwork, mutual respect, dignity of the individual, and fairness to each employee and the Presbytery of San Francisco; and
- To provide a safe, healthy, and harmonious work environment.

1002 What The Presbytery of San Francisco Expects from You

Presbytery of San Francisco also has expectations and asks you:

- To carry out the Presbytery's Mission daily and to represent the Presbytery of San Francisco with integrity;
- To devote your passion, interests, and energy to your work and the goals of the Presbytery of San Francisco;
- To perform every task to the best of your abilities; to understand and fulfill your assigned role and function in the context of the goals of the Presbytery;
- To contribute to the effective development and performance of the team;
- To contribute your suggestions to improve the quality and effectiveness of the Presbytery of San Francisco;
- To strive for never-ending, continuous improvement; and
- To adhere to all policies and procedures adopted by the Presbytery of San Francisco.

1003 Purpose of Employee Handbook and Right to Revise

Whenever people gather to achieve goals, some rules of conduct are needed to help everyone work together more efficiently, effectively, and harmoniously. By accepting employment with the Presbytery of San Francisco, you have a responsibility to the organization, your co-workers, and those we serve to adhere to certain policies and rules of conduct and behavior. The purpose of these policies and rules is to ensure that you understand what is expected from you and from each other. This Employee Handbook is intended to provide you with a general understanding of our human resource policies, practices, and rules. It is intended to familiarize you with important information about the Presbytery of San Francisco as well as information regarding your own benefits, privileges, and responsibilities. It is important that all employees read, understand, and follow the provisions of these employment policies.

Nothing in this Employee Handbook, with the exception of the At Will Employment Relationship Policy and the handbook acknowledgement, creates or is intended to create an express or implied contract between the Presbytery and its employees.

Right to Revise

This employee handbook contains the employment policies and practices of the Presbytery of San Francisco in effect at the time of publication. All previously issued handbooks and any inconsistent policy statements or memoranda are superseded.

The Presbytery of San Francisco reserves the right to revise, modify, delete, or add to any policies, procedures, work rules, or benefits stated in this handbook or in any other document, except for the policy of at-will employment. However, any such changes must be in writing and must be signed by the Head of Staff of the Presbytery of San Francisco.

Any written changes to this handbook will be distributed to all employees so that employees will be aware of the new policies or procedures. No oral statements or representations can in any way alter the provisions of this handbook.

This handbook sets forth the entire agreement between you and the Presbytery of San Francisco as to the duration of employment and the circumstances under which employment may be terminated. Nothing in this employee handbook or in any other personnel document, including benefit plan descriptions, creates or is intended to create a promise or representation of continued employment for any employee.

1004 At Will Employment Relationship

During the course of your employment, either you or Presbytery of San Francisco may terminate the employment relationship at any time, with or without cause and with or without advance notice. Presbytery of San Francisco also has the right to change our hours, compensation, job duties, and working conditions at any time. This is called “employment at-will,” and no one other than the Presbytery’s Head of Staff or the Chair of the Personnel Working Group has the authority to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to this policy. Furthermore, any such agreement must explicitly change the at-will employment relationship in writing and must be signed by both you and either the Head of Staff or the Chair of the Personnel Working Group.

1005 Employee Orientation

During the first few days of employment, you will receive important information regarding personnel policies and procedures, job safety, job duties, and responsibilities, plus other information necessary to acquaint you with your job.

Your supervisor will explain your job responsibilities and the performance standards expected of you. Be aware that your job responsibilities may change at any time during your employment. From time to time, you may be asked to assist with other work necessary or important to our

operations. Your cooperation and assistance in performing such additional work is appreciated and expected.

You will be asked to complete all necessary paperwork during orientation, such as federal and state W-4 tax forms, emergency personal information, etc. You will also be required to present the organization with information establishing your identity and your eligibility to work in the United States in accordance with applicable federal law (i.e., Form I-9).

1006 Employment Classifications, Exempt/Non-Exempt Status and Introductory Period

1006.1 Employment Classifications

You will be assigned an employee classification when initially hired and/or when circumstances require a change.

Introductory Employee: During the first continuous ninety (90) calendar days of employment, all employees are considered “Introductory Employees.” Introductory Employees are not eligible for employee benefits, other than those required by law, or as otherwise described in this handbook (e.g., Paid Sick Leave). Interim and Temporary employees are employed for a limited time and are not included in this classification. See section 1006.3 Introductory Period for more details.

Regular Full-Time Employee: defined as an employee who is regularly scheduled to work a minimum of 32 hours per week and has completed the Introductory Period. These employees are eligible for employee benefits outlined more fully in this Employee Handbook in the Employee Benefits section.

Regular Part-Time Employee: defined as an employee who is regularly scheduled to work less than 32 hours per week and has completed the Introductory Period. Regular Part-Time employees are eligible for legally required benefits and pro-rated benefits as outlined more fully in this Employee Handbook in the Employee Benefits section.

Interim Employee: defined as an employee who is hired to fill an open-appointed or elected position on an interim basis until such time the position can be filled by the normal search process. Employees holding interim positions may apply for the open position through the normal search process. Interim employees are employed for a limited time and are not eligible for employee benefits, other than those required by law.

Ministers of the Word and Sacrament: defined as those employees (regular full-time or regular part-time), whose main purpose is to carry out religious work of the Presbytery of San Francisco. As ordained or commissioned ministers, these Ministers of Word and Sacrament are governed by the *Book of Order* of the Presbyterian Church (U.S.A.). The Presbytery of San Francisco desires to maintain its First Amendment right to engage in religious activities free of interference from the government. Members of the Ministers of Word and Sacrament, including Called/Elected/Appointed individuals, who are hired by Presbytery of San Francisco to carry out religious activities are typically not considered

employees under certain state and federal laws under the ministerial exception, including federal and state wage and hour laws. Ministers are covered by all personnel policies and practices except where superseded by federal, state, or local laws under the Ministerial Exception or as otherwise noted in these personnel policies.

Temporary Employee: defined as an employee who holds a job of limited or irregular duration arising out of special projects, abnormal workloads, filling in for employees on vacation/leave or emergencies, or evangelists or pastors of new church developments (payroll service employees). These employees may be scheduled (full or part-time) for short periods (i.e., generally for periods not to exceed six months, except in the case of payroll service employees) or work as needed. Employment of a Temporary employee beyond the initially designated period does not in any way imply a change in employment status. The status of a Temporary employee may change only if the employee is expressly notified of the change in status in writing by the Presbytery's Head of Staff. Temporary employees are not eligible for organization-sponsored benefits, other than as legally mandated benefits.

Independent Contractors Are Not Employees: The Presbytery of San Francisco may enter into a contract with an individual or business to perform services for the Presbytery. Typically, these individuals or businesses have special expertise unrelated to the business of the Presbytery, offer their services to the general public, are responsible for their own work, schedule, and how the work is completed, provide their own tools and equipment, and are hired for a specific project. Due to the complexity of the law in this area, only the Head of Staff and the Co-Chairs of the Personnel Working Group may enter into a contract with an Independent Contractor. **This handbook does not apply to independent contractors because they are not employees.**

1006.2 Exempt/Non-Exempt Status (Fair Labor Standards Act [FLSA] and California Labor Commission)

All employees will be advised of their exempt or non-exempt status when they are hired and/or when they change positions.

Non-Exempt Employee: Defined as those employees who are required to be paid overtime in accordance with applicable federal and state wage and hour laws. All hourly employees are non-exempt and certain clerical, technical, professional, and supervisor/managerial positions may also be considered non-exempt even if they are paid on a salaried basis.

Exempt Employee: Defined as those employees who are **not** required to be paid overtime, in accordance with applicable federal and state wage and hour laws. Exempt employees will be paid a salary in accordance with applicable law.

1006.3 Introductory Period

All new and rehired employees go through a ninety (90) calendar day introductory period after their start date. During this time, the Presbytery will closely monitor a new employee's

performance. If the Presbytery determines that the 90-day introductory period does not allow sufficient time to thoroughly evaluate the employee's performance, the Presbytery may, in its sole discretion, extend the introductory period for additional time or terminate the employment relationship.

Upon completion of the introductory period, a written performance evaluation will be conducted. If your supervisor finds your performance satisfactory and decides to continue your employment, you will be re-classified as a "regular" employee. If your supervisor finds your performance unsatisfactory, your employment may end.

Since employment at the Presbytery is at-will, either you or the Presbytery may terminate the employment relationship at any time during or after the introductory period, with or without cause or advance notice. Completion of the introductory period does not entitle an employee to remain employed by the Presbytery for any definite period of time or in any way alter the at-will employment relationship status, nor does it entitle an employee to a pay increase.

1007 Open Door Communication

Presbytery of San Francisco is committed to open and honest communication in the workplace. We are interested in listening to your concerns and suggestions and will seek employee input on important work-related matters. Feel free to engage in a conversation with the Head of Staff or any Presbytery leader at any time, to express your concerns without fear of reprisal. The objective is to maintain open, honest, productive, and respectful communication.

If you have a work-related issue or complaint, please bring it to the attention of the Head of Staff. Note: Complaints or concerns regarding harassment, discrimination and retaliation should follow the complaint procedures outlined in the Harassment and Discrimination Policy (#2007).

In an effort to resolve the issue, they will consider and verify the facts and work towards finding a solution. You may be asked to submit the facts/issue in writing. The response time will vary depending on the nature and urgency of the issue and the time it takes to verify facts and gather information. In all cases, every effort will be made to resolve the issue as quickly and amicably as possible. Please see our Grievance Policy (3001) if you are unable to resolve the issue. Please keep in mind that the situation may not always be resolved as you would like, but rest assured, you will be given due consideration and will receive a respectful response in a timely fashion.

1008 Teamwork Philosophy

"None of us is as smart as all of us." — *Ken Blanchard*

The Presbytery and its employees are responsible to one another for the development and implementation of a team model that reflects the goals of the Presbytery and promotes the mission of the Presbytery. We are serious about teamwork! Not only does it make good business sense, but it is also key to a motivated workplace. Trust and respect are two essential elements for building positive work relationships. We expect each employee to embrace our philosophy of teamwork by

bringing these personal attributes to work: flexibility, positivity, consistency, fairness, general cheerfulness, productivity, honesty, and integrity (i.e. making commitments and keeping them).

1009 Personnel Working Group

The purpose of the Personnel Working Group is to actively facilitate and nurture the relationship between the Presbytery and its employees, and relationships among the employees. The Personnel Working Group works collaboratively with the Head of Staff in developing effective and legally compliant personnel policies and procedures and reports to the Presbytery through the Mission and Vision Leadership Committee, its successor body, or as outlined in any updated standing rules.

Section 2- EMPLOYEE CONDUCT

2000 Attendance and Punctuality

Regular attendance and punctuality is considered an “essential function” of each employee’s job and is a condition of employment. You also are expected to remain at work for your entire work schedule, except for meal and rest breaks, or when you are required to leave on authorized Presbytery business. We all need to depend on each other to serve the needs of our congregations, ministers, and community.

Work schedules and locations will be determined at the time of hire and can be changed based on the needs of the Presbytery in its sole discretion. Precise starting times, times for break, lunch periods, and concluding times are determined by the Head of Staff in consultation with the employee. Adjustments in working hours may be made in consultation with the Head of Staff.

If you are unable to report for work on any scheduled work day, please personally call or text the Head of Staff, or if the Head of Staff is unavailable, the Presbytery office, as soon as possible, but no later than 9:00 a.m. to assess workload coverage. Please leave a number where you can be reached in case there are questions about covering your duties during your absence.

The Presbytery will comply with applicable laws relating to time off from work, but it is your responsibility to provide sufficient information to enable us to determine the appropriate course of action. Continuing patterns of absences, early departures, or tardiness, regardless of the exact number of days, may warrant disciplinary action, up to and including termination of employment.

Absences from work for three consecutive days without notifying the Head of Staff will be considered job abandonment and will constitute a voluntary resignation. Emergency or extraordinary circumstances concerning an absence or tardiness will be considered. Legally required time off (such as paid Sick Leave) will not result in disciplinary action or retaliation.

Extended or Ongoing Intermittent Absence: If you anticipate being absent for five or more consecutive working days (other than for approved vacation or other time off) please refer to the Leave of Absence Policy 6001.3. Leaves of Absence are not guaranteed, unless required by law. Leaves of absence for medical reasons require certification by a healthcare provider.

Working Remotely: In addition to working in the El Cerrito office, employees may have the option to work remotely. The Head of Staff may grant authorization to work remotely on specific days after an employee is integrated into the on-site system. If working remotely, employees must be able to replicate standard office practices and conditions (e.g., have access to internet and phone service, a professional work environment, etc.), including working a regular workday.

2001 Business Ethics and Conduct

The successful operation and reputation of the Presbytery of San Francisco is built upon the principles of fair dealing and ethical conduct of our team. Our reputation for integrity requires careful observance of the spirit and letter of all applicable laws and regulations, as well as a scrupulous regard for the highest standards of conduct and personal integrity.

Presbytery of San Francisco will comply with all applicable laws and regulations and expects all employees to conduct business in accordance with the letter, spirit, and intent of all relevant laws and to refrain from any illegal, dishonest, or unethical conduct.

In general, the use of good judgment, based on high ethical principles, will guide you with respect to lines of acceptable conduct. If a situation arises where it is difficult to determine the proper course of action, the matter should be discussed openly with the Head of Staff.

Compliance with this policy of business ethics and conduct is the responsibility of every employee. If you become aware of any violation of a legal or ethical obligation or any improper treatment of a co-worker, please immediately report the matter to the Head of Staff so that the matter can be investigated right away. If the situation implicates the Head of Staff, please contact the Chair of the Personnel Working Group. We will take all necessary steps to investigate potential violations of our policy and take appropriate action to correct any violations or incorrect perceptions that are found to exist. After talking with the Head of Staff or Chair of Personnel, you may be asked to submit the facts/issue in writing. By making it the responsibility of all employees to police compliance with our ethical standards and commitment to complying with all legal responsibilities, we can continue to maintain our excellent reputation.

We encourage all employees to bring up any concerns about compliance with state and federal laws without fear of retaliation of any kind. Presbytery of San Francisco shall not retaliate against an employee for disclosing information, or because the employer believes that the employee disclosed or may disclose information, to a government or law enforcement agency, to a person with authority over the employee or another employee who has the authority to investigate, discover, or correct the violation or noncompliance, or for providing information to, or testifying before, any public body conducting an investigation, hearing, or inquiry, if the employee has reasonable cause to believe that the information discloses a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation, regardless of whether disclosing the information is part of the employee's job duties. Presbytery of San Francisco shall not retaliate against an employee for refusing to participate in an activity that would result in a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation.

Presbytery of San Francisco will treat such information as confidential to the extent it can do so without failing to fulfill its legal obligations. In addition, employees who do not wish to identify themselves can report information to the Head of Staff anonymously.

2002 Confidential Information and Conflicts of Interests

During the course of your employment, you may become aware of proprietary and confidential information about the Presbytery, its employees, or the people we serve. Each employee is responsible for safeguarding the confidential information obtained during employment. In the course of your work, you may have access to confidential information regarding the Presbytery of San Francisco's business activities, congregations, suppliers, members of the Presbytery, or current or past employees. You have a legal and ethical responsibility to prevent revealing or divulging any such information to anyone outside the organization unless it is necessary for you to do so in the performance of your duties and such disclosure is approved in advance. Access to confidential information should be on a "need-to-know" basis. It is strictly prohibited to take (or download from the Presbytery's network) any documents, printouts, flash drives, or any other information storage devices that contain any organization files or records off our premises without the Head of Staff's prior written approval. Nothing in this policy is intended to prohibit the disclosure to third parties of information about the Presbytery that is routinely made available to the public by advertisement or otherwise.

You are required to abide by our confidentiality policy both during and after employment with the Presbytery of San Francisco.

Misuse or unauthorized disclosure of confidential information not otherwise available to persons or third parties outside the Presbytery of San Francisco is cause for disciplinary action, including termination.

Confidential information obtained during or through employment with the Presbytery of San Francisco may not be used by any employee for the purpose of furthering current or future outside employment or activities or for obtaining personal gain or profit. The Presbytery of San Francisco reserves the right to avail itself of all legal or equitable remedies to prevent impermissible use of confidential information or to recover damages incurred as a result of the impermissible use of confidential information. All confidential and proprietary information must be returned to the Head of Staff upon termination of employment or upon request by the Head of Staff any time.

Nothing in this policy prohibits employees from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that they have reason to believe is unlawful. Further, the Presbytery does not limit employees' rights to discuss their compensation or the compensation of others in a manner consistent with each employee's right to privacy, to disclose other terms and conditions of their employment, to report information about reasonably suspected violations of law or regulation to the Equal Employment Opportunity Commission, the United States Department of Labor, the United States Department of Justice, the National Labor Relations Board, the Securities and Exchange Commission, or any other federal, state or local government or law enforcement agency (unless subject to the attorney-client privilege), or public body or other third parties, to disclose information about suspected

violations of the law to persons in the Presbytery who have authority to address the violation, to engage in any communications or other activity protected by Section 7 of the National Labor Relations Act, to engage in political speech or activities in their own personal capacity, or to make other disclosures expressly protected under the applicable provisions of law or regulation, including but not limited to “whistleblower” statutes. The Presbytery also does not in any way limit an employee’s right to participate in a proceeding with any federal, state, or local government agency, make any truthful statements or disclosures required by law, regulation, or legal process, or request or receive confidential legal advice.

NOTE: Pursuant to the federal Defend Trade Secrets Act of 2016, an individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that: (a) is made in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

Conflicts of Interests

A "conflict of interest" generally means a situation where the Presbytery of San Francisco’s interests and an employee’s interest may differ. A potential conflict of interest may exist where, for example, the interests of the organization and the employee may differ, but the employee is presented with a decision or other arrangement from which the employee could personally benefit, and the question arises whether the employee’s interest could influence the decision.

The Presbytery of San Francisco relies on the integrity and good judgment of all employees and trusts them to observe ethical, professional and legal codes of good business practices in the conduct of the Presbytery affairs. Employees must take care to avoid not only actual impropriety, but also the appearance of impropriety. Situations of actual or potential conflict of interest are to be avoided by all employees if such activities are in direct conflict with the essential enterprise-related interests of the Presbytery of San Francisco. The organization will act upon all actual or potential conflicts which would cause a material or substantial disruption of our business or as otherwise might be allowed by law.

This policy recognizes that the Presbytery of San Francisco has the legal right to insist upon the undivided loyalty of its employees throughout their employment. Thus, employment that directly or indirectly conflicts with the business or interests of the Presbytery of San Francisco is strictly prohibited. Situations of actual or potential conflict of interest are to be avoided by all employees if such activities are in direct conflict with the essential enterprise-related interests of the Presbytery of San Francisco.

For example, this means an employee’s spouse/ family member would have a conversation with personnel (if related to employment) and personnel and the nominating committee (if related to employment and a volunteer position) about a conflict of interest regarding the employee, at the least recusing themselves of decisions regarding the employee, and at most be unable to serve the Presbytery in a leadership capacity (e.g., paid or volunteer).

Potential Conflicts of Interest Include, but Are Not Limited To:

1. **Conflicting Outside Business Activities & Employment.** Employees are not to engage in any other business activity that would interfere with or negatively impact the performance of their duties or raise an actual or potential conflict of interest. Employees are expected to devote their full energies to their jobs with the Presbytery of San Francisco. Employees may not use work time or its facilities to perform work for others or personal work.
2. **Off -Duty Conduct.** While the Presbytery of San Francisco does not seek to interfere with the legal off-duty conduct of its employees, certain types of off-duty conduct may interfere with the Presbytery's legitimate business interests. Illegal off-duty conduct or any conduct on the part of an employee that adversely affects the Presbytery of San Francisco's legitimate business interests or the employee's ability to perform his or her job will not be tolerated. The Presbytery of San Francisco does not intend to interfere with lawful outside activities, but only wishes to protect the essential enterprise-related interests of its business. All employees have, by law, a duty of loyalty to their employer.

Employees are expected to raise any questions regarding this policy with the Head of Staff before becoming engaged in activities which have the potential of creating a conflict of interest. An employee involved in any of the types of relationships or situations described in this policy should immediately and fully disclose the relevant circumstances to the Head of Staff for a determination as to whether a potential or actual conflict exists. If an actual or potential conflict is determined, the Presbytery of San Francisco may take whatever corrective action appears appropriate according to the circumstances. Failure to disclose facts or violation of this policy shall constitute grounds for disciplinary action, up to and including termination of employment. This policy is not intended to limit any employee's legally protected right to protected concerted activities, such as discussing wages and/or working conditions.

2003 Dress and Personal Grooming Standards

As a religious organization, the Presbytery expects employees to project a professional image. We are confident that you will use your best judgment as to the appropriateness of your attire. A clean, healthy, professional image greatly enhances the Presbytery of San Francisco's image with our congregations, ministers and the community. For this reason, all employees are expected to report to work well groomed, clean and dressed according to the requirements of their positions. Daily bathing, clean and trimmed nails, and neat and combed hair are also expected. Our goal is to look friendly, approachable and professional.

Safety Protection. For safety reasons, clothing or jewelry that presents a safety hazard must also be avoided. Shoes appropriate for your position must be worn at all times.

Unacceptable Attire/Appearance. Generally, clothing should not bear inappropriate or offensive words, slogans or advertisements. Clothing that is too revealing, distracting, provocative, excessively short or sheer should also be avoided.

The Presbytery of San Francisco provides reasonable accommodations for religious dress and grooming practices. Please see the Head of Staff if you require an accommodation or would like clarification on this policy.

Nothing in this policy is intended to prevent employees from wearing a hair or facial hair style that is consistent with their cultural, ethnic or racial heritage or identity, or to prohibit an employee from appearing or dressing consistently with their gender identity or gender expression. This policy will be interpreted to comply with applicable local, state or federal law.

Consideration for Others: The Presbytery of San Francisco is required by law to provide a workplace that is healthy and safe to work. Because some individuals are highly allergic to certain smells, please refrain from using perfumes, lotions or hair sprays that have a strong odor. We appreciate your consideration of fellow employees and our visitors who may have difficulty being around strong scents.

2004 Drug and Alcohol Free Workplace

The Presbytery of San Francisco is concerned about the use of alcohol, illegal drugs or controlled substances as it affects the workplace. Use of these substances whether on or off the job can adversely affect an employee's work performance, efficiency, safety and health and therefore seriously impair the employee's value to the organization and those we serve. In addition, the use or possession of these substances on the job constitutes a potential danger to the welfare and safety of other employees and exposes the Presbytery to the risks of property loss or damage, or injury to other persons.

Prohibited Acts

The following rules and standards of conduct apply to all employees either on our premises or during the scheduled workday, including meals and rest periods.

1. Possession or use of an illegal or controlled substance or being under the influence of an illegal or controlled substance while on duty (including meal and rest periods) or on the Presbytery or congregational premises;
2. Possession, use, or being under the influence of alcohol while on duty or on the Presbytery premises, except at organization-sponsored social events where alcohol may be served and consumed in moderation (if of legal age);
3. Driving a vehicle (personal or leased) under the influence of alcohol or illegal or controlled substances while on duty or on the Presbytery or congregational premises;
4. Manufacture, distribution, dispensation, sale or purchase, storage, trafficking of an illegal or controlled substance or illegal drug paraphernalia in the workplace or while engaged in organization business, on or off the Presbytery premises.
5. Use, abuse or misuse of alcohol, illegal drugs or controlled substances during nonworking time to the extent that such conduct impairs an employee's ability to perform their job safely

and efficiently or that such conduct threatens the reputation or integrity of the Presbytery of San Francisco.

This policy is not intended, and will not be enforced in any way, to interfere with an employee's lawful off-duty conduct. An employee's conviction on a charge of illegal sale or possession of any controlled substance while off the Presbytery premises will not be tolerated because such conduct, even though off duty, reflects adversely on the company.

An employee who is using prescription or over-the-counter drugs that may impair their fitness for duty or ability to perform the job safely or affect the safety and well-being of others must notify the Head of Staff of such use immediately before starting or resuming work. Employees will not be required to disclose the type of medication being used, but will be required to discuss the possible impact of the medication on work performance and what, if any, accommodations might be made.

Consumption of Alcohol at Presbytery Functions

The Presbytery may provide alcohol for consumption at certain events, such as social functions. Moderate, responsible consumption of alcohol at these events does not violate this policy; however, being under the influence of alcohol such that judgment or job performance is impaired, which results in offensive or unprofessional conduct, and/or behavior that endangers or compromises the welfare or safety of the employee or others, or is harmful to the Presbytery, is specifically prohibited by this policy. The Presbytery will not assume responsibility for the result of such consumption. Any employee who is under the influence as a result of consuming alcohol at such events is prohibited from driving while under the influence. Violation of the above rules and standards of conduct will not be tolerated. Failure to act responsibly and professionally may result in immediate termination without prior notice or warning.

2005 Employee Personal Public Witness

The Presbytery of San Francisco values the creativity and integrity of its employees and reaffirms the right of employees to exercise freedom of conscience.

2005.1 Representation of Position of Presbyterian Church

All employees, when they are working as or presenting themselves as an employee of the Presbytery, are expected to give full and fair representation of the position of the Presbyterian Church (*U.S.A.*) in matters of policy, social witness statements, or theological or doctrinal positions. However, the possibility of personal dissent is not precluded by employment with the Presbytery of San Francisco and is a reasonable expression of freedom of conscience.

2005.2 Employee Personal Public Witness Guidelines

Because public actions or expressions of personal belief may affect not only the work environment but also the Presbytery, employee personal public witness is subject to the following guidelines:

- a. When making a personal public witness statement, an employee shall make it clear that they are speaking for her/himself only and not speaking for the Presbytery or the Presbyterian Church (*U.S.A.*).
- b. When making a personal public witness statement, an employee shall not make reference to his or her status as an employee of the Presbytery. If questioned, an employee may acknowledge their employment status, but they may not use that status to make a claim of authority. Accordingly, it is not permissible for an employee making a personal public witness statement to use Presbytery stationery, claim expertise by virtue of employment in the Presbytery, or hold press conferences on Presbytery property.
- c. It is permissible, however, for an employee to identify their personal church affiliation or membership while making a personal public witness statement.
- d. Employees must inform their supervisor, when appropriate, of their personal public witness statement.
- e. In the event an employee feels that they cannot carry out necessary job functions for reasons of conscience, the employee may request a change of assignment, modification of the assignment, or may exercise their right to resign the position.

2006 Equal Employment Opportunity, Non-Discrimination and Accommodations

The Presbytery of San Francisco is an equal opportunity employer and makes employment decisions (e.g., hiring, promoting, transferring, compensating, training, etc.) on the basis of merit (e.g., qualifications, experience, performance, etc.). It is the policy of the Presbytery to act affirmatively to expand employment opportunities for all employees and to support a diverse workforce.

Although the Presbytery of San Francisco is exempt from California's Fair Employment and Housing Act (FEHA) because it is a religious corporation, and exempt from Title VII of the Civil Rights Act because it does not employ 15 or more employees, it does support the Equal Employment Opportunity Policy of the Presbyterian Church (*U.S.A.*) which prohibits discrimination based on race, color, national origin, gender, age, marital status, sexual orientation, creed, mental and physical disability or religious affiliation (except where a category is determined to be a bona fide occupational qualification or any other consideration made unlawful by applicable federal, state or local laws. The Presbytery also prohibits discrimination based on military and veteran's status, and medical condition (cancer, genetic characteristics or genetic information).

The Presbytery of San Francisco also prohibits discrimination based on the perception that anyone has any of these characteristics, or is associated with a person who has or is perceived as having any of these characteristics. All such discrimination is prohibited by our policy and may also be unlawful. The Presbytery of San Francisco is committed to compliance with all applicable laws providing equal employment opportunities.

Accommodating Disabilities: Although the Presbytery is exempt from the disability provisions of FEHA, and the Americans with Disabilities Act (ADA), the Presbytery of San Francisco will attempt to reasonably accommodate qualified individuals with known disabilities unless doing so would create a hardship on the organization. Any qualified applicant or employee with a disability who requires an accommodation in order to perform the essential functions of the job should contact the Head of Staff or Chair of the Personnel Working Group to request an accommodation.

It should be remembered that regular attendance and punctuality are essential functions of each person's job, thus, if you have excessive absenteeism and/or irregular attendance, you may not be considered a qualified person with a disability. However, the Presbytery of San Francisco will review and consider each request on a case-by-case basis based on the facts of the particular situation. Individuals who make known their disabilities to the Head of Staff or Chair of the Personnel Working Group are required to engage in an interactive process to determine possible reasonable accommodations. This may include seeking medical advice on possible accommodations and written verification from the individual's health care provider. The Presbytery should not be expected to guess if an employee or applicant has a disability that requires an accommodation. It is the applicant/employee's responsibility to request an accommodation if one is needed.

Accommodating Pregnant Employees: The Presbytery of San Francisco will provide reasonable accommodations requested by an employee, with the advice of her health care provider, related to her pregnancy, childbirth, breastfeeding or related medical conditions. The Presbytery of San Francisco will require written verification by a health care provider of the medical necessity for an accommodation.

The Presbytery of San Francisco is not legally required to create additional employment that it would not have otherwise created, discharge another employee, transfer an employee with more seniority, or promote or transfer any employee who is not qualified to perform the new job. In all cases, the Presbytery of San Francisco intends to comply with all applicable laws with regard to pregnant employees and applicants.

Accommodating Lactating Employees: The Presbytery of San Francisco will provide a reasonable amount of break time to accommodate an employee desiring to express breast milk for the employee's infant child. The break time will, if possible, run concurrently with the employee's assigned break times. If additional time is needed, it will be without pay, and the employee is required to advise her supervisor in advance and seek to keep to a regular schedule. All unpaid time off for breastfeeding must be recorded on the employee's timecard. Please request a lactation accommodation in advance with the Head of Staff or Stated Clerk and he/she will see that you are provided with a private place to express your breast milk. Please note that breastfeeding at work is protected by law. The Presbytery will respond to all lactation accommodation requests within 5 business days. If the employee's request is denied for any reason, the Presbytery will provide the employee with a written response that identifies the basis for the denial. The Presbytery of San Francisco will not discriminate or retaliate for requesting or taking a lactation break.

Questions/Complaints: If you believe you have been subjected to any form of unlawful or inappropriate discrimination or wish to request an accommodation, please speak to the Head of Staff.

The Presbytery of San Francisco prohibits any and all retaliation for submitting a report of unlawful discrimination and for cooperating in any investigation. Any employee who retaliates against the accuser or those involved in the investigation will be disciplined, up to and including discharge from employment. An employee who feels they have been denied reasonable break time or adequate space to express milk may file a complaint with the California Labor Commissioner.

2007 Harassment and Discrimination

Philosophy of Mutual Respect

The Presbytery of San Francisco intends to provide a work environment that is pleasant, healthful, comfortable, and free from intimidation, bullying, discrimination, harassment, hostility or other offenses which might interfere with work performance. All individuals are to be treated with respect, decency, and dignity. This policy applies to all applicants, employees, interns, and independent contractors. This policy prohibits harassment, discrimination, bullying, and retaliation by employees of the Presbytery of San Francisco, or its interns, independent contractors, vendors and suppliers or other third parties with whom the Presbytery of San Francisco has business dealings.

Conduct prohibited by this policy is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, business meetings and business-related social events or at any time outside the workplace if such conduct has the effect of unreasonably interfering with the employee's work performance or creates an intimidating, hostile and otherwise offensive work environment.

Prohibited Conduct

Although the Presbytery of San Francisco is not subject to the Fair Employment and Housing Act (FEHA) provisions prohibiting sexual and other harassment and not covered by Title VII of the Civil Rights Act because it does not employ 15 or more employees, the Presbytery intends to prohibit sexual harassment, and bullying, harassment and discrimination based on race, color, gender, religious affiliation (except for bona fide occupational qualification), marital status, age (40 and over), national origin or ancestry, physical or mental disability, medical condition, military and veteran's status, sexual orientation, medical condition (cancer, genetic characteristics or genetic information), military or veteran status or any other consideration made unlawful by federal, state or local laws. All such harassment and/or discrimination is prohibited by this policy and will not be tolerated.

All harassment and disrespectful conduct which is based on any protected basis mentioned above is considered inappropriate work conduct and is prohibited. Harassing conduct or comments consistently targeted at only one gender, even if the content is not sexual is also prohibited. It is unlawful for males to sexually harass females and other males, and for females to sexually harass

males or other females. Even though one incident of any of the types of conduct described in this policy may not necessarily constitute a violation of local, state or federal law, one incident alone may constitute a violation of this policy and may result in disciplinary action, up to and including termination of employment.

Sexual Harassment Defined. Sexual harassment as unwanted sexual advances, requests for sexual favors, or visual, verbal, or physical conduct of a sexual nature when: (1) submission to the conduct is made a term or condition of employment; or (2) submission to or rejection of the conduct is used as a basis for employment decisions affecting the individual; or (3) the conduct has the purpose or effect of unreasonably interfering with the employee's work performance or creating an intimidating, hostile, or offensive working environment. This definition includes many forms of unwelcomed offensive behavior. The following is a partial list:

- a) Unwelcome sexual advances;
- b) Offering employment benefits in exchange for sexual favors;
- c) Making or threatening reprisals after a negative response to sexual advances;
- d) Visual conduct such as leering, making sexual gestures, or displaying sexually suggestive objects, cartoons, calendars or posters;
- e) Verbal conduct such as making or using derogatory comments, epithets, slurs, sexually explicit jokes, or sexually suggestive comments about any employee's body or dress; slurs based on gender stereotypes of how men and women should act or other traits stereotypically associated with one's sex (may include personality, speech, mannerisms, vocal pitch, facial hair or size or shape of a person's body), whistling, suggestive or insulting sounds;
- f) Verbal abuse of a sexual nature, graphic verbal commentary about an individual's body, sexually degrading words to describe an individual, or suggestive or obscene letters, notes, invitations or sexual propositions, advances or innuendoes;
- g) Harassing conduct or comments consistently targeted at only one gender, even if the content is not sexual;
- h) Physical conduct such as unwanted touching, pinching, hugging, tickling, patting, brushing up against, fondling, forced sexual intercourse or assault, or intentionally impeding or blocking movements or interfering with work because of any protected basis; and
- i) Retaliation for reporting harassment or threatening to report harassment.

Normal, courteous, mutually respectful, pleasant, non-coercive interactions between employees that are acceptable and welcomed by both parties are not considered to be harassment. However, since the definition of "acceptable" behavior can vary, please notice and consider the impact of your behaviors on others and act accordingly. Our goal is mutual respect and dignity.

Other Types of Harassment. The following types of behaviors are also prohibited:

- a) Verbal conduct such as threats, epithets, derogatory comments, slurs, profanity, abusive and vulgar language or negative stereotyping toward an individual or group because of national origin, race, color, ancestry, sexual orientation, physical or mental disability, marital status, veterans' status or any protected basis;
- b) Distribution, display or discussion of any written or graphic material that ridicules, denigrates, insults, belittles or shows hostility or aversion toward an individual or group

because of national origin, race, color, ancestry, sexual orientation, physical or mental disability, marital status, veterans or military' status or any protected basis;

- c) Physical conduct such as assault, unwanted touching, or blocking normal movement toward an individual or group because of national origin, race, color, ancestry, sexual orientation, physical or mental disability, marital status, military or veterans' status or any protected basis;
- d) Retaliation for reporting harassment or threatening to report harassment.
- e) Any abusive conduct of an employer or employee in the workplace, with malice, that a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests

Just Say No! Sometimes our behavior is unintentionally offensive to others. Therefore, if you are the recipient of any unwelcome inappropriate behavior by another person in the workplace, we recommend that you tell that person in a clear and unambiguous manner that the conduct is unwelcome and offensive to you and that you want it to stop. However, if you are uncomfortable taking this action or if the conduct does not cease after you have warned the offending person(s) to stop, you should follow the complaint procedure below.

Complaint Reporting Procedure

The Presbytery of San Francisco's complaint procedure provides for an immediate, thorough, and objective consideration and possible investigation of any claim of conduct prohibited by this policy appropriate disciplinary action against one found to have engaged in prohibited conduct, and appropriate remedial action to deter future misconduct. Confidentiality will be maintained throughout the investigatory process to the extent practical and appropriate under the circumstances.

If you believe you have been the target of conduct prohibited by this policy while on the job, or if you are otherwise aware of such conduct, you should provide a written or verbal complaint to your supervisor, the Head of Staff or the Chair of the Personnel Working Group as soon as possible. All supervisors who are aware of complaints of conduct prohibited by this policy are instructed to immediately report any such complaints to the Head of Staff or Chair of the Personnel Working Group. A complaint should include details of the incidents, names of the individuals involved, names of any witnesses, and your response to the incident(s).

Any person electing to utilize this complaint procedure will be treated courteously, the problem handled as swiftly and confidentially as feasible in light of the need to take appropriate action. The registering of the complaint will in no way be used against the employee, nor will it have an adverse impact on the employee's employment status. While reporting such incidents would be a difficult personal experience, allowing prohibited conduct to continue will most certainly lead to less desirable outcomes. For that reason, employees are strongly urged to utilize this complaint procedure. However, filing groundless and malicious complaints is an abuse of this policy and is prohibited.

Investigation Procedures: The Presbytery will take the following steps when a complaint is received:

1. On receipt of a complaint, the Chair of the Personnel Working Group shall appoint three (3) members to serve as a Special Committee on Harassment and Discrimination. The formation of this committee shall be in accordance with the *Book of Order* section on diversity of representation.
2. Within five (5) working days, the employee bringing the complaint regarding alleged harassment or discrimination shall speak confidentially with the Special Committee on Harassment and Discrimination. This committee shall investigate the complaint in a thorough and prompt manner. If, after investigation, the Special Committee finds no probable grounds that an actual incident of harassment or discrimination has occurred, it shall so advise the person making the complaint, and the matter shall be closed. If, after investigation, there is a genuine indication that an incident of harassment or discrimination has taken place, the Personnel Working Group, preferably with the permission of the person making the complaint, shall adopt one or more of the following procedures to resolve the situation:
 - a) Formal grievance procedures outlined in Policy #3001;
 - b) Formal separation for cause procedures outlined in Policy #7002.3;
 - c) Development and implementation of a program of counseling. Committee on Ministry must be informed when a minister is involved. Minister employees are accountable to the Sexual Harassment Policy of the Committee on Ministry; all other employees are accountable to this policy.

No Retaliation

Applicable law also prohibits retaliation against any employee by another employee for using this complaint procedure or for filing, testifying, assisting, or participating in any manner in any investigation, proceeding, or hearing conducted by a governmental enforcement agency. The Presbytery of San Francisco will not tolerate retaliation against anyone who files a complaint or participates in a harassment complaint. Employees found guilty of retaliation will be subject to disciplinary action, up to and including termination of employment.

Liability for Harassment

Any employee of the Presbytery of San Francisco who is found to have engaged in prohibited harassment is subject to disciplinary action, up to and including discharge from employment. Employees who engage in a violation of this policy are acting outside the scope of their employment responsibilities and may be subject to individual liability for their unlawful and prohibited actions. Accordingly, to the extent permitted by law, the Presbytery of San Francisco reserves the right not to provide a defense or pay damages assessed against employees for conduct in violation of this policy.

The Presbytery of San Francisco's Commitment

The Presbytery of San Francisco is committed to preventing harassment and discrimination in the workplace and thus encourages you to use our complaint procedure if you are unable to stop the harassment on your own. The Presbytery will take action on all complaints, including those

complaints against third parties who do business with us (such as suppliers, vendors, independent contractors, etc.). While we can't always control the behavior of third parties, you can count on the organization to do everything in its power to stop all prohibited harassment and discrimination from occurring.

The Presbytery of San Francisco encourages all employees to report any incidents of harassment forbidden by this policy immediately so that complaints can be quickly and fairly resolved.

2008 Standards of Employee Conduct

Professional Conduct

Professional conduct includes treating others respectfully, maintaining a high standard of work ethics, being dependable, working with integrity, and meeting your commitments. Generally speaking, we expect each person to act in a mature, professional and responsible way at all times. No set of rules can substitute for good judgment, common sense and personal integrity required to meet the daily challenges of our work on a day-to-day basis. We expect all employees to help us deliver high quality service to our congregations, ministers and communities in a manner that reflects responsibility, consistency and cost effectiveness.

Prohibited Conduct

To avoid confusion, it may be helpful to identify some of the more obvious examples of types of conduct which are considered impermissible, and which will lead to disciplinary action, possibly including immediate termination of employment. This list of prohibited conduct is illustrative only; other types of conduct injurious to security, personal safety, employee and client and agent welfare and company operations may also be prohibited.

1. Failure to follow the Presbytery of San Francisco policies in this employee handbook and other documents provided to employee by Presbytery of San Francisco.
2. Falsification of employment records, employment information or other organization records.
3. Theft, deliberate or careless damage or destruction of any Presbytery property or the property of any employee, congregation or minister, including removing or borrowing Presbytery property without authorization.
4. Unauthorized use of Presbytery equipment, time, materials, or facility.
5. Provoking a fight or fighting during working hours or on Presbytery property. This includes threats, intimidation, ridicule, coercion or other conduct endangering the life, safety or health of others.
6. Carrying firearms or any other dangerous weapons on Presbytery premises at any time.
7. Engaging in criminal conduct whether or not related to job performance.

8. Working overtime without authorization or refusing to work assigned overtime.
9. Violation of any safety, health, security or Presbytery policies, rules or procedures.
10. Committing a fraudulent act.
11. Unsatisfactory work performance.

Engaging in prohibited conduct will subject you to disciplinary action, up to and including termination of employment. Nothing in this policy is intended to limit any employee's legal rights, including the right to engage in activities allowed under the National Labor Relations Act (i.e., concerted activities for the purpose of mutual aid and protection such as discussing wages and working conditions). This statement of prohibited conduct, however, does not alter the Presbytery of San Francisco's policy of at-will employment. Either you or the Presbytery of San Francisco remains free to terminate the employment relationship at any time, with or without cause and with or without advance notice.

2009 Use of Electronic Communication Devices and the Internet

The Presbytery of San Francisco provides access to electronic communication devices, equipment, and technology, including, but not limited to, telephones, electronic mail, voice mail, computer and computer files, accounting & billing software, the internet, facsimile machines, and cellular telephones. This policy does not restrict employees from discussing wages or working conditions as allowed under the National Labor Relations Act.

Ownership of Systems and Data

The Presbytery of San Francisco's electronic equipment (e.g., laptops, iPads, computers...), software programs, voice mail, and electronic mail systems, and all data stored on any of them are and remain at all times the property of the Presbytery of San Francisco. As such, all messages, materials, information and software created, transmitted, downloaded, received or stored on Presbytery computers or other electronic or telephone systems are the property of the Presbytery of San Francisco. The Presbytery reserves the right to monitor, retrieve and read those messages and any data that is composed, sent, received, or stored on the Presbytery's computer or electronic or telephone systems. You should be aware that, even when a message is erased or a visit to a site is closed, it is still possible to recreate the message or locate the site. Messages on these systems are considered business communications and are not private employee communication. Furthermore, all communications, including text and images, may be disclosed to law enforcement or other third parties without the prior consent of the sender or the receiver.

The Presbytery of San Francisco will have access to all its computer and electronic equipment, including voice mail, electronic mail and Internet accounts. The Presbytery reserves the right to monitor your use of the voice mail, electronic mail, applications or Internet systems at any time. You should not consider Internet usage or voice and electronic communications to be private. Personal passwords cannot ensure confidentiality and the Internet is not secure. You must assume

that someone, other than the intended or designated recipient, may read or monitor any and all messages. All passwords on Presbytery computers and electronic devices must be made known to the Head of Staff. Passwords which are not known to the Head of Staff may not be used.

Purchasing Guidelines

Presbytery of San Francisco will cover the cost of required technology for each full-time non-exempt and exempt employee up to \$1400. This allowance will provide a basic MacBook Air series laptop or comparable desktop computer, or PC workstation. If the employee would like a docking station, additional monitors, and/or other peripheral hardware, these considerations will be approved on by a case-by-case basis. Additional cost requests will need to be discussed with the Head of Staff. All electronic purchases must be made through the Head of Staff with a Presbytery credit card and cannot be made on a personal card.

Part-time employees will receive the equipment they need to do their job. Additional equipment requests can be granted at the discretion of the Head of Staff.

Refresh Cycle

Laptops and desktop should be replaced on a five-year cycle. This is done to ensure that systems used for daily business are up-to-date and under warranty.

Authorized Access

You may access only messages, files or programs, whether computerized or not, that you have permission to enter. Unauthorized review, duplication, dissemination, removal, damage or alteration of files, passwords, computer systems or programs, voice mail messages, or other property of the Presbytery of San Francisco or improper use of information obtained by unauthorized means, will not be tolerated. Such information includes, but is not limited to, confidential information not known to outsiders covered by the Presbytery of San Francisco confidential information and conflict of interest policy.

Acceptable Use

When you access the Presbytery of San Francisco's internet, voice mail, social media or electronic mail systems you are representing the Presbytery of San Francisco. Thus, all such communications must be for professional purposes. You are responsible for ensuring that you use these systems in an effective, ethical and lawful manner.

Unacceptable Use

The Presbytery of San Francisco's harassment, nondiscrimination, and solicitation policies all extend to sending and receiving information on the Presbytery's computers or electronic devices. Sending, saving or viewing unlawful or offensive material on the Internet is prohibited. Similarly, voice mail, social media and electronic mail messages may not contain content that is unlawful or offensive. Offensive material includes, but is not limited to, sexual comments, jokes or images, racial slurs, gender-specific comments or any comments, jokes or images that would offend someone on the basis of his or her age, disability, gender, race, religion, national origin, physical

attributes, sexual orientation or any other characteristic or activity protected by applicable law. Any use of the internet or other electronic systems to harass or discriminate is strictly prohibited.

Cellular Telephone Use at Work

Employees are asked to minimize the use of texting or using their cell phones for personal reasons at work except during their rest or meal breaks or for emergencies. Those we serve and co-workers deserve our full attention thus please turn your cell phones to vibrate in your work area and return calls during your rest or meal periods unless there is an emergency. Please ensure that your telephone conversations do not negatively impact others.

Reimbursable Allowance for use of a Personal Cellular Telephone and/ or Internet for Work

The Presbytery recognizes that some employees may choose to use their personal cell phone and internet plan for work-related items. Regular full-time employees and regular part-time employees who work a minimum of 20 hours per week who have completed their 90 consecutive day Introductory Period are eligible for a monthly reimbursement, up to \$25 for cell phone expenses and up to \$25 for internet expenses. To receive this benefit, employees must submit documentation of internet and cell phone payments before being reimbursed for that month. Reimbursements will be issued quarterly.

This reimbursement is not intended to cover the full cost of the employee's cell phone or internet expenses but to offset the use of personal equipment for work use.

Employee Responsibility

You are responsible for the content of all text, audio, or images that you place or send over the internet on company computers or electronic or telephone systems. All messages communicated using the Presbytery's computers or electronic or telephone systems must have your username attached. Messages may not be transmitted using someone else's name or under an assumed name. If you wish to express personal opinions on the internet, you should not use the Presbytery's computers or electronic or telephone systems.

Software

Any software or other material downloaded into the Presbytery of San Francisco's computers or other devices may be used only in ways that are consistent with the licenses and copyrights of the vendors, authors, or Owners of the material. Prior written authorization from the Head of Staff is required before introducing any software into the Presbytery of San Francisco's computer system. To prevent computer viruses from being transmitted through the system, you are not authorized to download any software into any company computer or electronic device or any driver in that computer, this includes any entertainment software or games, unless you have specific authorization from the Head of Staff. If you are interested in obtaining software from the internet you must receive appropriate authorization.

Social Media

All social networking on Presbytery computers or communication devices is strictly prohibited during working time, unless done in furtherance of job responsibilities or organization business. Surfing the web, checking Facebook (or any other similar site), shopping online, or playing any game is not acceptable during work time.

Do not use the Presbytery social networking accounts, website, or Presbytery computers or devices to harass, threaten, libel, defame, disparage, or unlawfully discriminate against co-workers, supervisors, or anyone. Posting of pictures or videos that take place inside Presbytery premises, or in any other way connected to the work environment needs to be approved by the Head of Staff prior to posting.

The Presbytery of San Francisco expects ethical and honest behavior from all employees. At all times, any electronic communications and social networking activities for work-related purposes must maintain and reflect the Presbytery of San Francisco's standards for professionalism.

This policy is NOT intended to restrict an employee's right to engage in protected activities such as discussing wages and work conditions or engaging in other protected concerted activity.

Section 3- EMPLOYMENT PRACTICES

3000 Employee Development and Performance Evaluations

The Presbytery of San Francisco believes that employees be given the opportunity to discuss their career goals and their job performance with their supervisors.

We strongly encourage you to discuss job performance and job expectations with your supervisor on an informal, day-to-day basis. Typically, a more thorough performance evaluation and performance discussion will be conducted at least annually to assess your current performance and development opportunities. The criteria for evaluation include, but are not limited to: creativity, cooperation/attitude, dependability, initiative, quality and quantity of work, education/knowledge, interpersonal skills, attendance and punctuality, professionalism, utilization of capabilities, flexibility, and most importantly, teamwork. The performance evaluation will be documented in writing and signed by the reviewer and employee. The employee may add any written comments, which will be placed in their personnel file.

The Presbytery encourages and supports employee development through training, continuing education, and professional development programs. These programs, including a team retreat, afford employees the opportunity to acquire new skills, knowledge, build strong and collaborative relationships and meet the needs of the Presbytery.

3001 Grievance Procedures

The Presbytery of San Francisco will make every effort to deal promptly and fairly with all complaints or grievances, the aim being the resolution of the situation that gave rise to the complaint or grievance. A complaint or grievance is an alleged violation of an approved personnel policy or practice, an applicable state or federal law not adequately dealt with in these policies or practices, or an unresolved dispute between members of staff (with the exclusion of harassment complaints which are dealt with in Policy 2007).

For alleged incidents of harassment or discrimination, please refer to section 2007 Complaint Reporting Procedure.

In order to deal promptly and fairly with all complaints or grievances, the following steps are to be taken and recorded in writing:

Step 1. Preliminary Complaint Procedure

Prior to filing a formal written grievance, the complaining party is encouraged, if possible, to resolve the matter through informal procedures. Action shall be taken within thirty (30) days of learning of the alleged incident.

The complaining party is first encouraged to discuss the situation with her/his supervisor. In situations where the incident involves the supervisor, the complaining party can discuss the situation with the Head of Staff or a member of the Personnel Working Group. Again, if possible, the complaining party is encouraged to resolve the issue with the individual involved.

Step 2. Formal Complaint Procedure

If informal methods are not successful in resolving the complaint, the complaining party may begin a formal procedure which shall include the following steps.

a. Presentation to Personnel Working Group

Within thirty (30) days of the first consultation with the Head of Staff or the Personnel Working Group member, the complaining party shall present the grievance in writing to the Personnel Working Group (chairs-personnel@sfpby.org).

b. Response

The Personnel Working Group shall respond in writing to the grievance within seven (7) days of its receipt.

c. Grievance Hearing

If the complaining party feels the matter has not been resolved in a satisfactory manner, they may request a grievance hearing before the Personnel Working Group. Request for such a hearing shall be submitted to the Chair of the Personnel Working Group. The request shall be made in writing and include the grievance, the dates of previous steps taken, and

results from previous determinations. At the discretion of the Chair of the Personnel Working Group, one of the following processes for hearing the grievance shall be taken:

- i) The full Personnel Working Group may be called to hear the grievance.
- ii) A review board of not fewer than three (3) persons from the Personnel Working Group shall be called to hear the grievance.
- iii) In the case of a dispute between staff members, the use of an outside, impartial mediator to aid in resolving the dispute may be used.

Advocate Allowed

In each of the above, the complaining party is allowed to have an advocate in attendance.

d. Response Binding

A written response to the grievance shall be given to the complaining party within fifteen (15) days of the final hearing of the grievance. The decision shall be binding upon the complaining party and all persons concerned.

3002 Performance Improvement: Corrective and Disciplinary Actions

It is important that all employees perform to the best of their abilities at all times. The Presbytery of San Francisco realizes, however, that there may be occasions when an employee performs at an unsatisfactory level, violates a policy or work rule, or commits an act that is inappropriate at work.

Although employment may be terminated at will by the employee or the Presbytery of San Francisco at any time with or without cause or advance notice, and without following any system of progressive discipline or warnings, the Presbytery of San Francisco may choose to provide the employee with an opportunity to correct any problems by utilizing forms of discipline that are less severe than termination in certain cases.

Examples of such less severe forms of discipline might include verbal warnings, written warnings, probationary action, suspension, or demotion. Although one or more of these steps may be taken in connection with a particular employee, no formal order or system is necessary. The nature and severity of the work rule violation, the employee's current and past job performance, and the employee's longevity with the organization are some of the factors that may be considered in the Presbytery's sole discretion when deciding which form of disciplinary or corrective action will be taken.

It is the goal of the Presbytery of San Francisco to give employees a chance to learn to appreciate their own worth and importance to the organization, to have the character to be accountable to themselves, and to act responsibly towards others. Where performance problems exist, we believe employees should be told about these deficiencies and, in many instances, given an opportunity to improve. When the Presbytery of San Francisco determines that an employee is a candidate for improvement, the Head of Staff will attempt to help the employee meet the Presbytery's expectations. However, any effort to work with employees to overcome performance problems should not be deemed as changing our policy of at-will employment. An employee may, of course, resign at any time. The Presbytery of San Francisco may also terminate the employment

relationship, at any time, without following any particular series of steps whenever it determines, in its own discretion, that such action should occur.

Section 4- WAGE AND HOUR POLICIES & PRACTICES

4000 Business Hours and Work Schedules

Business Hours: The business office generally is open for business Monday through Friday from 9:00 a.m. to 5:00 p.m. Please keep in mind, however, that organization needs may occasionally require extended business hours.

Work Schedules: The Head of Staff will assign your individual work schedule. All employees are expected to be ready to perform their work at the beginning of their scheduled work shifts.

4001 Compensation

The Presbytery of San Francisco desires to provide fair pay for work performed, incentive for personal achievement and growth and the flexibility to meet changes in organization, functions and personnel over time.

Employees are hired and compensated based on their experience, knowledge, skills, abilities and the responsibilities required of the job. In all cases, the Presbytery of San Francisco pays in compliance with California/Federal wage and hour laws, including without limitation, California's Fair Pay Act. If you have questions about your pay, please talk to the Head of Staff without fear of retaliation.

Wage increases/decreases are solely within the discretion of the Presbytery of San Francisco. Wage increases are not automatic and are not guaranteed. Wages increases, if any, are determined after careful consideration by the Personnel Working Group and Head of Staff, based on the needs of the Presbytery, human resources budget, and job responsibilities and results.

4002 Employee Business and Travel Expense Reimbursement

The Presbytery of San Francisco will reimburse employees for reasonable business expenses incurred on behalf of the organization. All business expenses must be approved in advance by the employee's supervisor. Please submit receipts to accounting within seven (7) days of incurring the expense.

Employees using their own cars for Presbytery-related business will be paid mileage at the current rate per mile as established by the Internal Revenue Service. (An employee should contact the Head of Staff if they believe the IRS rate is too low to fully reimburse their authorized travel.) Mileage will be reimbursed monthly upon request by the employee and approval by the Head of Staff. Trips must be authorized by the employee's supervisor. Employees must have a current and valid driver's license and proof of insurance.

All tickets for parking and traffic violations are the responsibility of the employee.

Employees should contact accounting for guidance and assistance on procedures related to travel-related business expenses, expense reports, reimbursement for specific expenses, or any other business travel issues.

4003 Meal Periods and Rest Breaks for Non-Exempt Employees¹

It is the employee's responsibility to take their required meal and rest periods each day.

Meal Periods

Employees who work more than five hours in a workday are required to take a minimum 30-minute unpaid meal period. The meal period must begin before the employee has completed five hours of work. However, if an employee's workday will be six hours or less, the employee may waive the meal period provided the employee and the Head of Staff mutually consent to the waiver in writing.

Employees who work more than ten hours in a workday are required to take a second 30-minute unpaid meal period. This second meal period must begin before the employee has completed 10 hours of work; however, when an employee's workday will be 12 hours or less, the employee may waive their second meal period if they did not waive their first meal period. The employee and the Head of Staff must mutually consent to the waiver in writing.

Employees are required to accurately record their meal periods on their timecards each day. Although you may choose to remain onsite during your meal period, you must refrain from working.

Generally, please take your meal periods approximately in the middle of your work schedule. Meal periods and rest breaks may not be combined, nor may a meal period be taken late so as to leave early or saved to be taken on another day.

Rest Breaks

All employees are provided a paid ten-minute rest break for every 4 hours worked or a major portion thereof. Please coordinate your breaks with other employees to ensure adequate coverage. To the extent possible, please plan to take your break mid-way through each 4-hour work period.

It is your responsibility to take your rest periods, so plan your day accordingly. Rest periods may not be tacked on to the end of the scheduled workday or meal periods or skipped in order to arrive late, leave early or work extra time. Rest periods are not recorded on your timecard.

All employees will be asked to certify on their timecards that they are authorized and permitted to take a rest break of 10 minutes every 4 hours or major portion thereof, and no less than thirty

¹ Exempt employees should take a minimum 30-minute meal break before they have completed 5 hours of work. Meal breaks are paid for exempt employees.

minutes of meal period whenever they exceed 5 hours in a workday and the accuracy of their time records.

Reporting Interference with Breaks or Pressure to Inaccurately Record Time

If an employee is not provided a meal period or rest break in accordance with this policy or applicable law, is discouraged in any way from taking a meal period or rest break, or is otherwise pressured to work off-the-clock or inaccurately record time worked, the employee must notify the Head of Staff immediately. The Presbytery will determine whether the employee is entitled to additional compensation under applicable law. Any complaints under this section will be promptly investigated and appropriate disciplinary action will be taken. The Presbytery will not permit any form of retaliation against any employee who reports such conduct.

4004 Overtime

There may be times when you will be required to work beyond your regularly scheduled hours. All non-exempt employees who work in excess of their normal hours will be paid additional wages at their regular hourly rate, up to eight (8) hours in a workday or forty (40) hours in a workweek. Overtime for non-exempt employees will be calculated at one and one-half times the employee's regular rate of pay for any hours worked over eight hours in one workday, any work over 40 hours in any one workweek, and the first eight hours worked on the seventh consecutive workday in any workweek. Double time will be paid when working more than 12 hours in a workday and over eight hours on the seventh consecutive workday in the workweek.

However, because the Presbytery wishes to make the best use of our available resources, overtime is not permitted for non-exempt employees unless essential to the effective operation of the Presbytery of San Francisco and approved by the Head of Staff in advance. Extended hours may be required based on the needs of the Presbytery (e.g. Presbytery Meetings, Conferences, etc.).

For purposes of determining which hours constitute overtime for non-exempt employees, only actual hours worked in a given workweek will be counted. "Hours worked" means time actually spent on the job. It does not include unpaid meal periods or hours away from work due to sickness, holidays, personal appointments, or any time off.

The Presbytery of San Francisco has established a "workweek" for purposes of determining overtime due. The workweek will begin each Sunday at 12:01 a.m. and on Saturday at 12:00 a.m. (midnight). The workday starts at 12:01 a.m. and ends each day at 12:00 a.m. (midnight). This designated workweek/workday is established solely for the purpose of implementing a consistent and legal method of determining when overtime payment is due; it does not affect any work schedules.

If you work overtime without pre-approval, you will be paid for the overtime worked. However, you may also be disciplined for failing to follow our policy, which requires pre-approval of overtime. Of course, if there is a true emergency and there was no time to gain pre-approval, the Head of Staff will review the circumstances and determine whether disciplinary action is appropriate. We expect all employees to use common sense.

In all cases, the Presbytery of San Francisco intends to comply with all state and federal laws regarding the payment of overtime. If you have any questions about your overtime rights or this overtime policy, please be sure to ask the Head of Staff.

4005 Payment of Wages and Payroll Deductions

Payment of Wages

Employees are paid on a semi-monthly basis. You may elect to have your paycheck directly deposited into your bank account.

Payroll Deductions

State and federal laws require the Presbytery to make deductions on your behalf from each paycheck. Amounts withheld vary according to how much you earn, your marital status, Minister of Word and Sacrament status, and the number of exemptions claimed. Required deductions include Federal Income Tax, State Income Tax, Social Security, and Medicare Tax. Employees of religious corporations are exempt from paying Unemployment Tax (UI) and State Disability Insurance (SDI), which includes State Family Paid Leave Insurance.

Ministers of Word and Sacrament members who are staff/employees of the Presbytery are considered employees of the Presbytery; however, special tax and reporting rules apply under federal tax law. These include eligibility for housing allowance, self-employed status for purposes of Social Security, exemption of wages from Medicare Tax, and federal and state income tax withholding. Such staff must prepay their income and self-employment taxes using the estimated tax procedure.

Any change in material information, such as family status that increases or decreases your exemptions must be reported as soon as possible.

Presbytery of San Francisco may offer programs and benefits beyond those required by law. If you are eligible to receive these benefits, you may voluntarily authorize deductions from your paycheck to cover any cost of participation in these programs.

Deductions for Salaried Exempt Employees

Employees paid on a “salary basis” regularly receive a predetermined amount of compensation each pay period. Subject to the exceptions listed below, a salaried exempt employee will receive their full salary for any workweek in which they perform any work, regardless of the number of days or hours worked, or the quality of the employee’s work. A salaried employee will not be paid for any workweek in which they perform no work, subject to the Presbytery’s benefits programs and policies.

No deductions from salary may be made for time when work is not available, provided the salaried exempt employee is ready, willing, and able to work. Deductions from pay are permissible:

- When an exempt employee is absent from work for one or more full days for personal reasons other than sickness or disability;

- When an exempt employee is absent for one or more full days due to sickness or disability if the deduction is made in accordance with a bona fide plan, policy, or practice of providing compensation for salary lost due to illness;
- For full day unpaid disciplinary suspensions for infractions of written workplace conduct rules, or penalties for violations of safety rules of major significance;
- To offset amounts employees receive as jury or witness fees, or for military pay;
- For weeks in which an exempt employee takes unpaid leave under the Family and Medical Leave Act; or
- When an exempt employee works less than a full week during the initial or final week of employment.

It is our policy to comply with the salary basis requirements of the federal Fair Labor Standards Act (FLSA). Therefore, we prohibit all supervisors and managers from making any improper deductions from the salaries of exempt employees. We want employees to be aware of this policy and know that we do not allow deductions that violate the FLSA. If you believe that an improper deduction from your salary has been made, you should immediately report this information to the Head of Staff or Chair of the Personnel Working Group. Reports of improper deductions will be investigated promptly. If it is determined that an improper deduction has occurred, you will be promptly reimbursed for any improper deduction made.

4006 Personnel and Payroll Records

Personnel Records

It is important that your personnel records remain current at all times. Your personnel file includes all documents required by law and Presbytery policy, as well as all formal documentation pertinent to your employment. Please report any change of address, phone number, dependents, emergency contact names, or W-4 status to the Head of Staff or their designee.

Personnel files are maintained as a record of your employment and performance. All information in your personnel files is treated confidentially within the Presbytery and is released outside the organization only with your written permission or to comply with legal requirements. In addition, if a prospective employer or other persons request information about you, it is Presbytery policy to provide only your dates of employment and job title(s). If additional information is requested, you must submit a written authorization and release. Without this written authorization and release, signed and dated by you and indicating to whom the information is to be given, no information other than the aforementioned will be released unless otherwise required by law (such as requests by governmental agencies).

The Head of Staff controls access to personnel files. Confidential health/medical records are not included in your personnel file. The Head of Staff will safeguard confidential health/medical records from disclosure and will divulge that information only (1) as allowed by law; (2) to the employee's personal physician upon written request of the employee; (3) as required for workers' compensation cases; or workplace investigations.

Current and former employees have a right to inspect or receive a copy of the personnel records that the Presbytery of San Francisco maintains relating to their performance or to any grievance concerning the employee in accordance with applicable law. Certain documents may be excluded or redacted from your personnel file by law, and there are legal limitations on the number of requests that can be made.

Any request to inspect or copy personnel records must be made in writing (letter or email) to the Head of Staff. The Presbytery has a request form available, which you may use if you wish to inspect or receive a copy of your personnel records. A copy of the request form is included at the end of the Handbook.

You may designate a representative to conduct the inspection of the record or receive a copy of the records. However, you, must authorize any designated representative in writing to inspect or receive a copy of the records. The Presbytery may take reasonable steps to verify the identity of any representative you have designated in writing to inspect or receive a copy of your personnel records.

The personnel records may be made available to you either at the place where you work or at a mutually agreeable location (with no loss of compensation for going to that location to inspect or copy the records). The records will be made available no later than 30 calendar days from the date we receive your written request to inspect or copy your personnel records (unless you/your representative and the Presbytery of San Francisco mutually agree in writing to a date beyond 30 calendar days but no later than 35 calendar days from receipt of the written request). If you request a copy of the contents of your file, you will be charged the actual cost of copying the records.

Payroll Records

The Presbytery of San Francisco will allow current or former employees to inspect or copy their payroll records upon written request in accordance with applicable law. The Presbytery of San Francisco shall comply with this request for payroll records as soon as practicable, but no later than 21 calendar days from the date of the request.

4007 Timekeeping Requirements

Non-Exempt Employees for Hours Worked

It is the policy of the Presbytery of San Francisco to comply with applicable laws that require records to be maintained of the hours worked by non-exempt employees. Non-exempt employees must record their own time at the start and at the end of each work period, including the start and end of each unpaid meal period, by recording the hours on their time sheet on a daily basis. Employees also must record time in and out whenever they leave the worksite for any reason other than Presbytery business. Any changes on the time sheet must be approved and the Head of Staff.

Employees will be required to certify that their time card is a complete and accurate report of hours worked by them for the semi-monthly pay period shown and that they were authorized and permitted to take a rest period of 10 minutes every 4 hours or major portion thereof, and no less

than thirty minutes of meal period whenever they exceed 5 hours in a work day (unless waived when permitted).

4008 Travel Time

With the exception of travel from home to work (commute time), travel time will be paid to non-exempt employees as follows:

- a. If an employee reports to the regular workplace and is then required to travel to another site for the day, travel time will be paid for time spent travelling to new site.
- b. If an employee is required to work at a work site other than the regular site, and goes directly to that site without first going to the regular site, the employee will be paid travel time for any time in excess of the employee's normal commute time to and from the regular work site.
- c. If travel time in either direction or travel time and work time exceeds eight hours in a workday, the employee will receive overtime pay in accordance with applicable law.
- d. If an employee is required to attend a conference away from the typical workplace, the employee will receive travel pay for the travel time to and from the conference, minus the usual commute time. If air travel is required, an employee will receive travel time pay from the time he/she leaves the house until he/she reaches the destination (minus normal commute time). Once the employee arrives at the destination and is free to do whatever he/she chooses, travel pay ends until the employee resumes work or attendance at the conference. Nonexempt employees must also take meal and rest breaks — even when traveling. Employees must keep an accurate account of their time when traveling to make sure overtime is properly calculated.

Exempt employees do not receive travel pay as they are paid a salary to perform the duties assigned and are not paid by the hour.

All employees will be reimbursed for travel expenses incurred in performance of their duties. Please see Policy #4002.

Section 5- OPERATIONAL CONSIDERATIONS

5000 Employee Personal Property

The Presbytery of San Francisco assumes no responsibility for the loss, theft, or damage to an employee's personal property brought to work. If any theft is suspected, please immediately report it to the Head of Staff. The Presbytery will not reimburse employees for stolen or damaged property.

Terminated employees should remove all personal items at the time they leave the Presbytery of San Francisco.

5001 Employer Property

All Presbytery property--including equipment, vehicles, tools, desks, storage areas, work areas, file cabinets, credenzas, computer systems, office telephones, cellular telephones, modems,

facsimile machines, and duplicating machines—must be used properly and maintained in good working order. Property of the Presbytery of San Francisco must be kept clean and used only for work-related purposes. Employees who steal, or through gross negligence lose, or misuse Presbytery property may be personally liable for replacing or fixing the item and may be subject to discipline, up to and including discharge.

The Presbytery of San Francisco reserves the right, at all times and without prior notice, to inspect and search any and all its property (and items stored therein) for the purpose of determining whether this policy or any other policy of the organization has been violated, or when an inspection and investigation is necessary for purposes of promoting safety in the workplace or compliance with state and federal laws. These inspections may be conducted during or after business hours and in the presence or absence of the employee.

Upon termination of employment, or sooner upon the Presbytery's request, employees are expected to return all Presbytery property.

5002 Housekeeping

Although the Presbytery or the office locale maintains janitorial services, the work and/or office environment may become cluttered or be in need of light cleaning from time to time. All employees are required to be aware of the condition of floors, surfaces and level of trash at all time. It should not be considered beneath anyone to cooperate in keeping a clean, safe, and enjoyable work environment.

All employees are expected to keep their work areas clean and organized. A kitchen area for employee use is provided, and we expect all employees to clean up after themselves. If you notice that supplies are running low or you use the last of anything, please notify the appropriate person so that it can be replenished or refilled.

5003 Safety and Health Program (Injury and Illness Prevention Program)

The Presbytery of San Francisco is committed to the safety of each and every employee. We firmly believe that accidents and injuries are unnecessary and can be prevented. With this in mind, the Presbytery of San Francisco has safety rules to assist us in achieving a safe work environment. All new employees will receive information about our Injury and Illness Prevention Program (IIPP) during employee orientation. All employees will receive updated information about our IIPP as it is updated to meet changing safety requirements.

In compliance with Proposition 65, the Presbytery of San Francisco informs employees of any known exposure to a chemical known to cause cancer or reproductive toxicity. Furthermore and when applicable, you will be advised of the location of Safety Data Sheets.

5004 Work Phones

Presbytery business lines are to be kept open for business, thus, please keep personal calls to a minimum using our business lines. When driving on Presbytery business, you may not text while driving or talk on your cell phone unless you can do so hands-free and safely.

Section 6- EMPLOYEE BENEFITS

6000 Introduction to Employee Benefits

Eligible employees of the Presbytery of San Francisco are provided a range of benefits. Although this handbook does not restate all the features of the programs, it provides brief summaries to acquaint you with some of the features of the programs. Separate plan summaries and plan documents describe the plans in detail and should be consulted for further information. In the case of a conflict between the benefit information set forth in this handbook or oral explanations by Presbytery representatives and the terms of the official plan document, the provisions of the official plan documents, as interpreted by the plan administrator, shall control.

Benefits eligibility is dependent upon a variety of factors, including employee classification and length of service. You will be informed of the benefits for which you are eligible when you are hired and/or as you become eligible for such benefits.

The Presbytery of San Francisco reserves the right to change or eliminate any benefit plan or program at any time, consistent with plan document requirements and upon reasonable notice to employees as might be required by law. The Presbytery of San Francisco and the plan administrator have discretion to interpret and administer the plans, to make determinations regarding plan participation and eligibility for benefits and to resolve disputes about participation and benefits under the plan.

As a religious corporation, the Presbytery is exempt from State Disability Insurance or Unemployment Insurance requirements and does not offer these programs.

6001 Employee Time Off

6001.1 Healthy Workplaces /California Paid Sick Leave

Sick Leave Eligibility: All employees of the Presbytery of San Francisco who work in California for 30 or more days within a year of starting employment will be entitled to paid sick leave.

Sick Leave Accrual: A qualifying employee begins to accrue paid sick leave on the first day of employment. Qualifying employees earn one hour of paid sick leave for every 30 hours worked in California (including overtime and regular time) for each year of employment. For accrual purposes, exempt employees are assumed to work 40 hours per workweek unless their normal workweek is fewer than 40 hours per week, in which case sick leave accrues based upon the employee's normal workweek hours.

Accrual, Cap & Carryover of Sick Leave for Qualified Employees:

Accruals are based on each year of employment from the date of eligibility. Employees may accrue no more than ten (10) days or 80 hours (whichever is greater) of sick leave a year. Unused paid sick leave will carryover from one year to the next; however, an employee's paid sick leave balance may not exceed 20 days or 160 hours. An employee who reaches the maximum accrual cap will not accrue additional paid sick leave until they use any paid sick leave, such that their paid sick leave balance drops below the cap. Employees will not be given retroactive credit for any period in which they do not accrue paid sick leave because they were at the maximum accrual cap.

Please note that accrued paid sick leave is not considered wages, thus is not required to be paid on termination and will not be paid on termination of employment.

Usage of Sick Leave for Qualified Employees:

- Employees may start using accrued sick days on their 90th day of employment.
- Paid leave may be taken for an employee or the employee's family member's preventive care, diagnosis, care or treatment of an existing health condition, or for specified purposes if the employee or a family member is a victim of domestic violence, sexual assault, stalking, or other qualifying act of violence. "Family member" means any of the following: (1) A child, which includes a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis. This definition of a child is applicable regardless of age or dependency status. (2) A biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child. (3) A spouse. (4) A registered domestic partner. (5) A grandparent. (6) A grandchild. (7) A sibling. (8) A designated person, which means a person identified by the employee at the time the employee requests to use paid sick leave. Employees are limited to one designated person per 12-month period.
- The Presbytery of San Francisco shall not require employees to search for or find a replacement worker to cover eligible paid sick days.
- Paid sick leave will be provided upon an employee's oral or written request to their supervisor and must be tracked on their timecard or a PTO form. If the need for paid sick leave is foreseeable, the employee must provide reasonable advance notice, or if unforeseeable, the employee must give notice as soon as practicable.
- Paid sick leave may be taken in minimum increments of two hours unless otherwise allowed by law.
- Employees will be paid their regular rate of pay in effect at the time the sick leave is taken no later than the payday for the next regular payroll period after the sick leave was taken.
- The Presbytery of San Francisco does not advance sick leave before it is accrued.

Requesting Medical Leave: Employees are requested to give their supervisor as much advance notice as possible. If the need for time off exceeds more than five (5) consecutive work days, please refer to Policy 6001.3 Leaves of Absence and 6001.3.6 Medical Disability Leave and follow these procedures, including completing a Request for Leave of Absence form, as well as providing certifications from health care providers. Please note the type of sick leave that is being requested.

Separation of Employment and Re-Hiring of Qualifying Employees: Employees will not receive any payment for unused accrued sick leave on separation of employment. However, any unused accrued sick leave (earned pursuant to the Healthy Workplaces/Healthy Family Act of 2014) will be carried on the books and available to the employee if they are rehired within one year of separation of employment.

Discrimination and Retaliation Prohibited

- Employees are encouraged to ask their supervisor, Head of Staff or Personnel Working Group about this sick leave policy without fear of discrimination or retaliation. Presbytery of San Francisco shall not deny the right to use accrued paid sick leave for qualified employees.
- The Presbytery of San Francisco prohibits threats to demote, discipline, suspend, or terminate a qualified employee who requests to use or uses accrued paid sick leave.
- Employees are required to report any threats or denials of accrued sick leave immediately to the Head of Staff.
- Please report any payroll errors regarding payment of sick leave to the accountant immediately.

Recordkeeping and Notice

- The Healthy Workplaces/Healthy Families Act of 2014 Paid Sick Leave Notice is posted on the employee bulletin board.
- All new hires shall receive an individualized Notice to Employee Form (under Labor Code 2810.5) that includes information on paid sick leave information.
- All employees will be required to record sick hours taken on their time records. The Presbytery of San Francisco shall maintain records for at least three years documenting the hours worked and paid sick leave accrued and used by each employee. Employees may view their payroll records no later than 21 days after submitting a request to the Head of Staff or accountant.
- Accrued sick leave balances shall be included on the employee's itemized wage statement. If you notice a discrepancy, please contact Head of Staff or accountant.
- It is the Presbytery of San Francisco's intention to comply with the Healthy Workplaces/Healthy Families Act of 2014 Paid Leave. If you have any questions or concerns please contact Head of Staff or accountant.

6001.2 Holidays

The Presbytery of San Francisco typically observes and is closed on the following designated holidays:

New Year's Day
Birthday of Martin Luther King, Jr.
Presidents' Day (Washington's Birthday)
Good Friday
Memorial Day
Juneteenth National Independence Day

Independence Day (4th of July)
Labor Day
Indigenous Peoples' Day (Columbus Day)
Veterans Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Break (Including Christmas Eve and Christmas Day)

Actual observed holidays may vary from year to year. Employees will be provided with a list of holidays at the beginning of each year.

When a holiday falls on a Saturday or Sunday, it shall be observed as a day off with pay on the nearest Friday or Monday, respectively.

Regular Full-Time employees are eligible for full holiday pay. Regular part-time employees are eligible to receive holiday pay only to the extent they would have otherwise been regularly scheduled to work on the holiday. Regular part-time employees are ineligible for holiday pay for holidays falling on a day of the week that they normally would not work. . Introductory, Interim, and Temporary employees are not eligible for holiday pay. Employees on a leave of absence are not eligible for holiday pay.

The Presbytery of San Francisco will accommodate your request for time off to observe religious holidays, unless doing so would create an undue hardship on the organization. This time off will be without pay. This time off must be approved thirty (30) days in advance to allow the Presbytery of San Francisco time to coordinate schedules.

6001.3 Leaves of Absence

General Provisions Applicable to All Leaves of Absence

The Presbytery of San Francisco grants paid and unpaid leaves of absence to eligible employees in a variety of circumstances on a non-discriminatory basis. In all cases, the Presbytery of San Francisco will follow all federal, state, and local laws as they apply. Specific types of leaves are listed below.

Your specific entitlement to leave must be determined at the time the leave is requested. The Head of Staff or Personnel Working Group will advise you of your rights and leaves will be approved as required by law. It is the Presbytery of San Francisco's intention to comply with all laws that allow employees to take time off.

Eligibility/Duration of Leave: Eligibility for a leave of absence and the maximum duration available for a leave depends upon the reason for the leave and the applicable laws.

Written Request Required: A leave of absence must be requested for all absences that are anticipated to be, or are, longer than five consecutive work days (other than pre-approved vacation) or of a lesser duration if leave is needed for funeral/bereavement leave, crime victim leave, jury or

witness duty, military service, emergency duty or time off for intermittent leave or a reduced work schedule prescribed by a health care provider for the employee's medical disability.

Requests for Leave/Evidence of Need: As soon as you learn of a need for a leave of absence you must complete and submit a "Request for Leave of Absence" form to the Head of Staff at least thirty (30) days before the leave. On this form, you are required to state the purpose of the leave being requested. If approved, the leave must be used for that purpose. Misrepresenting reasons for a leave may result in disciplinary action, including termination. If your need is such that thirty (30) days' notice cannot be provided (i.e., because of a lack of knowledge, a change in circumstances, or a medical emergency), the request must be made as soon as possible. Leave approval may be delayed if proper notice is not provided.

If leave is needed because of an employee's or a family member's medical condition, a written medical certification from a health care provider is required. This certification should be provided at the time of the request of the leave, but no later than 15 days after the request for leave is made. The Presbytery of San Francisco may require recertification from the health care provider if additional leave is required and as otherwise permitted by applicable law. All forms are available from the Head of Staff or their designee. Medical leaves of absence will not be approved without this certification.

Approval of Leave: All leaves are considered and approved by the Head of Staff, and when appropriate, in consultation with the Personnel Working Group.

Performance Evaluations and Disciplinary Action: The Presbytery of San Francisco may hold in abeyance or proceed with any counseling, performance evaluation or disciplinary action, including discharge that was contemplated prior to any employee's request for a leave of absence or for conduct or performance of the employee that comes to the Presbytery's attention during the leave. If any action is held in abeyance during the leave of absence, the Presbytery of San Francisco reserves the right to proceed with the action upon the employee's return. Requesting or receiving a leave of absence in no way relieves employees of their obligation while on the job to perform their job responsibilities capably and up to company standards and to observe all company policies, rules and procedures.

Return from Leave/Reinstatement: When you return from a leave of absence you will ordinarily be able to return to the same or a comparable position, unless an exception exists, such as:

- The position has ceased to exist because of legitimate business reasons unrelated to your leave.
- You would have been terminated for reasons unrelated to your leave.

Reinstatement rights will be reviewed on a case-by-case basis and decisions will be made on a non-discriminatory basis, consistent with all applicable laws.

Return-to-Work Release: When you return from a leave due to your own serious health condition or disability, you are required to provide medical certification from your health care provider that

you are able to resume work. Please use our “*Return to Work*” form that will be given to you when your leave is approved.

Taking more than the Approved Leave: It is not fair to our other employees when we keep jobs open indefinitely. Failure to return as scheduled from a leave ordinarily will be considered to be a voluntary separation from the Presbytery of San Francisco's employment unless there has been prior written approval of an extension by the Head of Staff and Personnel Working Group.

Extensions: If, because of disability, you remain temporarily unable to perform your job after exhausting your entitled leave, you may request extensions of leave. All extensions must have the written approval of the Head of Staff. Although the Presbytery is not subject to either the disability provisions of California's Fair Employment and Housing Act (FEHA) or the Americans with Disabilities Act (ADA), if you request additional leave because of a qualified disability, the Presbytery of San Francisco will consider extending the leave if granting the leave will not cause the organization undue hardship and if such leave can be reasonably accommodated under the circumstances. However, you are required to engage in an interactive process with the Head of Staff to determine what, if any, reasonable accommodation might be available.

Confidentiality: Generally, all documentation pertaining to a leave of absence (including any health or medical information) will be kept in a separate confidential/medical/health file, separate from the employee's personnel file. Medical records are covered by the Confidentiality of Medical Information Act and the Health Insurance Portability and Accountability Act (HIPAA) and are released only with the employee's written permission or as otherwise allowed by law. Documentation pertaining to a Crime Victim Leave, Domestic Violence/Sexual Assault Leave will also be kept in a separate confidential folder, separate from the personnel file.

Your Responsibilities: If you have any questions about your specific situation, speak to the Head of Staff. We recognize that your life is a mixture of professional and personal responsibilities. Most of the time you will be able to balance family/personal needs with your regular work schedule. Our leave policies have been designed to help you when you must attend to critical family or personal needs. You are responsible for making sure that you do whatever is possible to minimize the impact of your absence. This includes complying with all notice and certification requirements. You must not accept other employment. Acceptance of other employment while on leave will be treated as voluntary resignation from employment at the Presbytery of San Francisco. The Presbytery of San Francisco will not terminate or discriminate against any employee who exercises their right to request and take a legally allowed leave of absence.

Specific Types of Leaves

The Presbytery of San Francisco offers both legally required leaves of absence and leaves provided as a benefit to its employees.

6001.3.1 Bereavement/Funeral

When a death occurs in the immediate family, employees shall be entitled to a five (5) day leave of absence with pay to arrange for and/or attend the funeral. For the purpose of this policy,

immediate family members are defined as a grandparent, a parent, a spouse, a child, a sibling, and an in-law. Consideration shall be given for additional time off, without pay, to be taken if the situation warrants. A request for additional leave shall be made through the Head of Staff and approved by the Personnel Working Group.

6001.3.2 Leave to Attend Judicial Proceedings Related to Certain Felonies

Employees who have been victims of serious or violent felonies, as specified under California law, or felonies relating to theft or embezzlement, may take time off work to attend judicial proceedings related to the crime. Employees also may take time off if an immediate family member has been a victim of such crimes and the employee needs to attend judicial proceedings related to the crime. "Immediate family member" is defined as spouse, registered domestic partner, child, child of registered domestic partner, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father, or stepfather.

Employees must give their supervisor a copy of the court notice given to the victim of each scheduled proceeding before taking time off, unless advance notice to the Presbytery of the need for time off is not feasible. When advance notice is not feasible, the employee must provide their supervisor with documentation evidencing the judicial proceeding, within a reasonable time after the absence. The documentation may be from the court or government agency setting the hearing, the district attorney or prosecuting attorney's office, or the victim/witness office that is advocating on behalf of the victim.

Employees may elect to use accrued paid sick leave or vacation time for the absence. If the employee does not elect to use paid time off, the absence will be unpaid. Exempt employees will be paid their full salary for any workweek interrupted by the need for time off under this policy, unless the employee performs no work for the Presbytery during the workweek.

6001.3.3 Crime Victim Leave and Accommodation

The Presbytery provides unpaid time off to any employee who is a "victim," so that the employee may obtain or attempt to obtain "relief" (as defined below). Employees should give the Presbytery reasonable notice of the need for time off, unless advance notice is not feasible.

When an unscheduled absence occurs, the Presbytery may require the employee to provide written certification of the need for time off. Any of the following will be considered sufficient certification:

- A police report indicating the employee or the employee's family member was a victim;
- A court order protecting or separating the employee or the employee's family member from the perpetrator of the qualifying act of violence;
- Other evidence from a court or prosecuting attorney that the employee or the employee's family member has appeared in court;
- Documentation from a licensed medical professional, domestic violence counselor, sexual assault counselor, victim advocate, licensed health care provider or counselor that the employee or the employee's family member was undergoing treatment or seeking or receiving services directly related to the qualifying act of violence; or

- Any other form of documentation that reasonably verifies that the qualifying act of violence occurred, including but not limited to, a written statement signed by the employee, or an individual acting on the employee's behalf, certifying that the absence is for an authorized purpose.

Employees may use accrued paid sick leave or vacation during their leave.

Definitions: The following definitions apply for purposes of this policy,

- "Victim" means an individual against whom a qualifying act of violence is committed.
- "Relief" includes, but is not limited to, a temporary restraining order, restraining order or other injunctive relief to help ensure the health, safety or welfare of the employee or the employee's family member.
- "Family member" means the employee's child, parent, grandparent, grandchild, sibling, spouse, domestic partner, or designated person.
- "Designated person" means an individual identified by the employee at the time the employee requests leave who is related to the employee by blood or whose association with the employee is the equivalent of a family relationship. Employees are limited to one designated person per 12-month period.
- "Qualifying act of violence" means:
 - Domestic violence;
 - Sexual assault;
 - Stalking; or
 - An act, conduct, or pattern of conduct in which a third party:
 - Causes bodily injury or death to another individual;
 - Exhibits, draws, brandishes, or uses a firearm, or other dangerous weapon, with respect to another individual; or
 - Uses, or makes a reasonably perceived or actual threat to use, force against another individual to cause physical injury or death.

An employee who is the victim of, or who has a family member who is a victim of, a qualifying act of violence may also request a reasonable accommodation in the workplace to ensure the employee's safety. The Presbytery will work with the employee to determine what reasonable accommodations can be made, absent an undue hardship. Reasonable accommodations may a transfer, reassignment, modified schedule, changed work telephone, permission to carry a telephone at work, changed work station, installed lock, assistance in documenting domestic violence, sexual assault, stalking or another qualifying act of violence that occurs in the workplace, an implemented safety procedure, or another adjustment to a job structure, workplace facility, or work requirements in response to domestic violence, sexual assault, stalking or another qualifying act of violence. The Presbytery may require a signed statement from the employee certifying that the request is for a proper purpose and may also require proof showing the employee's need for an accommodation. The Presbytery will not tell an employee's coworkers or anyone else about an employee's request for a reasonable accommodation under this policy, except as required to implement any accommodation.

The Presbytery will keep all information submitted in connection with an employee's request for leave or a reasonable accommodation confidential to the extent permissible by law. If the law requires disclosure of information, the Presbytery will notify the employee before any information is released.

The Presbytery will not discriminate or retaliate against any employee because of the employee's or the employee's family member's status as a victim (if the employee provides the Presbytery notice of such status or the Presbytery has actual knowledge of such status) or because the employee takes or requests leave or a reasonable accommodation in accordance with this policy.

6001.3.4 Emergency Duty Leave

No employee shall be disciplined for taking time off to perform emergency duty as a volunteer firefighter, peace officer, or emergency rescue personnel. This time off is without pay unless accrued vacation is applied. "Emergency rescue personnel" is defined by law as any person who is an officer, employee, or member of a fire department or fire protection or firefighting agency of the federal government, the State of California, a city, county, city and county, district, or other public or municipal corporation or political subdivision of California, or of a sheriff's department, police department, or a private fire department, whether that person is a volunteer or partly paid or fully paid, while he or she is actually engaged in providing emergency services. When taking time off for emergency duty, please alert your supervisor before doing so when possible.

The Presbytery shall not discharge, threaten discharge, demote, suspend, or in any other manner discriminate against an employee who takes time off to engage in fire, law enforcement, or emergency rescue training.

6001.3.5 Jury or Witness Duty

Up to two (2) hours' time off with pay for voting shall be granted on the day of an election when such time is needed to accommodate an employee's schedule or commute hours within polling hours.

All employees will be provided time off to serve on an inquest jury or trial jury and to appear in court in compliance with a subpoena or court order as a witness.

If a non-exempt employee should be selected for jury/witness duty, he/she shall be granted time off with pay, less the amount earned as a juror/witness, for up to ten (10) working days upon presentation of a "proof of jury service" provided by the Commissioner of Juror's office.

Exempt employees are entitled by law to full pay for any workweek in which they perform any work for the Presbytery. Thus, they will be paid for jury/witness duty for up to ten (10) working days, and for any subsequent workweek in which they also perform services for the Presbytery.

6001.3.6 Medical Disability Leave

Once employees have exhausted their accrued sick pay, they may request an unpaid leave of absence for their own medical disability. A maximum of four months of unpaid leave will be granted based upon the medical necessity for the leave as certified by the employee's health care provider. Additional leaves of absence are provided to accommodate medical disabilities caused by work related accidents/illnesses (Policy 6001.3.12), and pregnancy/childbirth (Policy 6001.3.10). A Personal Leave of Absence (Policy 6001.3.9) may also be requested to care for a family member with a serious health condition.

Minimum pension dues and health care insurance premiums shall continue during the entire leave for Regular Full Time and Regular Part Time Employees who are covered by the Presbytery's benefit program at the time the leave is taken.

6001.3.7 Military Leave

An employee requiring time off from work due to service in the "uniformed services" (to include the Army, Navy, Air Force, Marine Corps, Coast Guard and the Reserves for each of those branches; Army National Guard; Air National Guard; commissioned corps of the Public Health Service; and any other category of people designated by the president in time of war or national) will be granted an unpaid leave of absence in accordance with state and federal laws in affect at the time the leave is requested.

When you return from active military service, you will be reinstated in accordance with applicable law. Please see the Head of Staff or their designee for an outline of your rights and responsibilities under this leave.

6001.3.8 Family and Medical Leave

Presbytery of San Francisco provides family care, medical, and military family leaves of absence to California employees in accordance with the California Family Rights Act (CFRA).

Eligibility: To be eligible to take CFRA leave, an employee must meet all of the following criteria:

- The employee must have been employed with the Presbytery for at least 12 months prior to the date on which the leave is to commence;² and
- The employee must have worked at least 1,250 hours during the 12-month period immediately preceding the first day of the requested leave. These hours must be actual work hours, not just compensated hours.

Qualifying Reasons: CFRA leave is available for any of the following reasons:

- For bonding within 12 months following the birth, adoption, or foster care placement of a child;
- To care for an employee's spouse, registered domestic partner, child, parent, grandparent, grandchild, sibling, parent of the employee's spouse or registered domestic partner, or designated person³ who has a "serious health condition" as defined below;
- Because of the employee's "serious health condition" (not including pregnancy-related disabilities, which are covered under the Pregnancy Disability Leave and Accommodation Policy below) that makes the employee unable to perform their job or one or more of the essential functions of your job; or

² If an employee is not eligible for family and medical leave at the start of a leave because they have not met the 12-month length of service requirement, the employee may nonetheless meet this requirement while on leave, depending on applicable law.

³ For purposes of this policy, a "designated person" means any individual related by blood or whose association with the employee is the equivalent of a family relationship. An employee may identify the designated person at the time they request leave; however, an employee may identify only one "designated person" per 12-month period.

- Because of a “Qualifying Exigency” (as defined under applicable law) arising out of the fact that an employee’s spouse, son, daughter, parent, registered domestic partner, or parent of the employee’s spouse or registered domestic partner, is on covered active duty or has been notified of an impending call or order to covered active duty in the Armed Forces in support of a contingency operation.

Leave Period: An employee may take up to 12 workweeks of CFRA leave during a 12-month period for any qualifying reason. The 12-month period is a rolling 12-month period measured backward from the last date an employee has used any CFRA leave. Leave for new child bonding must conclude within 12 months of the birth or placement.

Compensation: CFRA leave is unpaid, although you may use any available vacation and paid sick leave in accordance with Presbytery policies. In addition, Presbytery offers six (6) weeks of paid leave during the time an employee is taking CFRA leave to bond with a new child. Following the Book of Order, called and installed, pastors will receive 12 weeks of paid family leave.

Medical and Other Benefits: During an approved CFRA leave, the Presbytery will maintain an employee’s minimum pension dues and group health insurance coverage for up to 12 weeks at the same level and under the same conditions that coverage would have been provided if the employee had continued to be actively employed, with the cost of benefits paid by the Presbytery for eligible employees, and employees will continue to accrue vacation. However, other benefits (e.g., paid sick leave and holiday pay) will not accrue during any unpaid CFRA leave.

Intermittent and Reduced Schedule Leave: Under some circumstances, an employee may take CFRA leave intermittently (in blocks of time) or by reducing their normal weekly or daily work schedule). If an employee requires intermittent or reduced schedule leave, they must work with their manager to schedule the leave so as not to unduly disrupt business operations. In such cases, the Presbytery may transfer the employee to an alternative job with equivalent pay and benefits that accommodates intermittent periods of leave.

Intermittent leave may be taken under the following circumstances:

- for a qualifying exigency;
- in minimum periods of two weeks after the birth or placement of a child for adoption or foster care; however, the Presbytery will grant a request for leave lasting less than two weeks for bonding purposes twice during the 12-week period.
- whenever the leave is medically necessary for planned and/or unanticipated medical treatment of a related serious health condition or for recovery from treatment for or recovery from a serious health condition. The serious health condition may be that of an immediate family member or the employee.

Return to Work: Under most circumstances, upon return from CFRA leave, an employee will generally be restored to their original job, or to an “equivalent” job, which means one virtually identical to the employee’s original job in terms of pay, benefits, and working conditions, including privileges, perquisites, and status. However, an employee has no greater right to reinstatement than if they had been continuously employed rather than taken leave.

Before an employee will be permitted to return from a CFRA leave taken because of their own serious health condition, the employee must submit a certification from their health care provider that they are able to resume work.

If an employee is released to return to work and they fail to return on the first business day after the expiration of their CFRA leave, and they are not covered under another approved leave (e.g., workers' compensation), the employee will be deemed to have voluntarily resigned.

Employee Responsibilities:

- If the need for CFRA leave is foreseeable based on an expected birth, placement for adoption or foster care or for a planned medical treatment, the employee must give the Presbytery at least 30 days' prior notice, preferably in writing. If the need is not foreseeable, the employee must give notice as soon as practicable. For foreseeable leave due to a qualifying exigency, notice must be provided as soon as practicable, regardless of how far in advance such leave is foreseeable. Failure to provide such notice may be grounds for delay of leave.
- If requested to provide a medical certification, the employee is responsible for having their health care provider complete the certification and for returning the form to the Presbytery.
- While on leave, an employee may be required to furnish the Presbytery with periodic reports of their status and intent to return to work. If the requirements of an employee's leave change and the employee is able to return to work earlier than originally anticipated, the employee may be required to provide the Presbytery with reasonable notice (i.e., within two (2) business days) of the changed circumstances where foreseeable.
- If an employee takes CFRA leave because of their own serious health condition, the employee must provide certification of their fitness to return to work. Required verification consists of a written statement from a health care provider stating the employee is able to resume work. If an employee's return to work is subject to limitations, the Presbytery will evaluate those limitations and will accommodate the employee as required by law.

6001.3.9 Personal Leave.

Eligibility: Regular Full Time and Regular Part Time Employees may be granted an unpaid leave of absence for those special circumstances which may require the employee to take time away after accrued time off has been exhausted (medical leave pay/sick leave or vacation). Eligible employees may request time off for personal reasons, including to care of a family member with a serious illness/injury, extend a medical disability leave, or a special study leave.

Length of Leave Based on Length of Service: Eligible employees who have worked less than one year for the Presbytery may request up to thirty (30) days off; eligible employees who have worked for the Presbytery for one (1) to three (3) years may request up to ninety (90) days off; eligible employees who have worked for the Presbytery three (3) or more years may request up to six (6) months off.

Benefits: Minimum pension dues and health insurance premiums for the time of leave shall be paid by the Presbytery. All accrued vacation must be used before leave without pay will be

approved. If the reason for leave is covered by the paid sick leave policy, all accrued sick leave must be used before leave without pay will be approved.

6001.3.10 Pregnancy Disability Leave and Accommodation

Although the Presbytery of San Francisco is not covered by the Pregnancy Disability Leave laws of the California Fair Employment and Housing Act, it is committed to supporting families and women and thus provides a leave of absence for pregnant employees disabled by pregnancy, childbirth, or a related medical condition. Pregnant employees may take up to a maximum of four (4) months of Pregnancy Disability Leave (PDL) per pregnancy based on their regular work schedule. Medical certification is required, and the length of PDL will depend on the medical necessity for the leave as stated by the employee's healthcare provider.

Compensation during Pregnancy Disability Leave: PDLs are available to all employees without pay. Regular Full Time and Regular Part Time Employees who have completed at least one (1) year of service are eligible for up to six weeks of paid PDL, based on medical necessity. However, all accrued sick leave (Policy 6001.1) must be used prior to receiving any paid leave. The Presbytery shall provide payment of minimum pension dues and health insurance premiums for the length of the PDL (up to a maximum of 4 months) for those who are covered by these plans when leave is taken.

Reasonable Accommodations: The Presbytery of San Francisco will provide reasonable accommodations requested by an employee, with the advice of her health care provider, related to her pregnancy, childbirth or related medical conditions. The Presbytery of San Francisco will require written verification by a health care provider of the medical necessity for an accommodation as it requires this of all persons with disabilities who wish an accommodation. Please see Section 2, Policy 2006 for details on requesting such an accommodation.

Intermittent or Reduced Work Schedule: Pregnant employees may take PDL intermittently or on a reduced work schedule. The Presbytery of San Francisco will require a medical certification supporting the medical necessity of the pregnant employee's need for intermittent or reduced work schedule leave. Pregnant employees must try to reach an agreement with the Presbytery of San Francisco before taking an intermittent or reduced work schedule leave. If it is medically advisable for you to take an intermittent or reduced work schedule leave, the organization may require you to transfer temporarily to an available alternative position at the same rate of pay and benefits. The Presbytery of San Francisco will not be required to create a position to accommodate a pregnant employee who requests an alternative position.

Job Reinstatement

Under most circumstances, upon submission of a medical certification that you are able to return to work from a pregnancy leave, you will be reinstated to the same position you held at the time the leave began or to an equivalent position, if available. However, when you return from a pregnancy leave you have no greater right to reinstatement than if you had been continuously employed rather than on leave. For example, if while on pregnancy leave you would have been laid off had you not gone on leave, or if your position has been eliminated or filled in order to

avoid undermining the Presbytery of San Francisco's ability to operate safely and efficiently during the leave, and there are no equivalent or comparable positions available, then you would not be entitled to reinstatement.

6001.3.11 School Suspension Leave

If your child is suspended from school, you may have time off without pay to appear at the school in connection with the suspension. You must give reasonable notice of the need for this time off. The Presbytery requires documentation from the school noting the date and time of your appointment.

6001.3.12 Work-Related Disability Leave

If you are disabled from work as a result of work-related injury or illness, you will be granted an unpaid leave. As with all disability leaves of absence, you may be required to regularly provide the Presbytery with medical verification regarding the status of the disability, including the expected date of return to work and changes in your medical condition. The Presbytery intends to comply with all laws that govern work-related injuries and illnesses.

Reinstatement/Duration of Leave: You will be retained on work-related disability leave status until one of the following circumstances occurs:

- You are released to work with no restrictions;
- You are released to work with some restrictions and work is offered by the Presbytery which is consistent with the restrictions;
- You are released to work with some restrictions and the Presbytery is unable to offer you work that complies with your physician's work restrictions without creating an undue hardship on the Presbytery; or
- You inform your supervisor of your intent not to return to work by either directly communicating that intention to her/him or by actions inconsistent with intent to return, such as moving out of state or accepting other employment.

You will be reinstated following workers' compensation leave in accordance with applicable law.

The following leaves available to exempt employees only:

6001.3.13 Sabbatical Leave

Eligibility and Leave Details: Exempt employees are permitted sabbatical leave after seven (7) years of active employment and every seven (7) years of active employment after a sabbatical is taken. "Active employment" includes time that an employee is reporting to work or time spent out of the office that is paid by the Presbytery (such as for paid holidays, paid jury duty) or paid by the employee's accrued paid sick leave or vacation.

Three (3) months' time with full pay shall be provided.

Employees must take sabbatical leave in one continuous block; intermittent periods of sabbatical leave are not permitted. Employees are not required to observe the full number of sabbatical months provided under this policy; however, unused sabbatical leave does not “bank,” and no unused sabbatical leave is paid out upon termination of employment. Sabbatical leave is a paid leave benefit, not accrued paid time off.

Vacation will continued to accrue during a sabbatical; however, paid sick leave and paid holidays will not.

Obligation of Employee

Sabbatical leave scheduling, with expected time requested, must be approved by the Head of Staff at least one (1) year prior to the beginning of the leave. Only one employee may be on sabbatical leave at a time.

Sabbatical leave is intended for the purposes of professional growth and development, or personal growth and renewal. Upon return from sabbatical leave, the employee must make a written report to the Head of Staff about the leave experience, as described in the proposal submitted prior to the leave.

The employee shall return to work for one year after a sabbatical before accepting employment elsewhere. If the employee accepts employment elsewhere, the employee may be required to repay a prorated portion of the sabbatical pay.

6001.3.14 Study Leave

Eligibility and Length of Leave: Exempt employees are entitled to paid study leave of two weeks per year for continuing education. Study leave plans must be approved by the Head of Staff or the Personnel Working Group at least one (1) month before the beginning of the leave.

Accrual: An employee may accumulate no more than two (2) years of unused study leave and study leave funds.

Study leave is a paid leave benefit, not accrued paid time off. As such, unused study leave is not paid out at termination of employment.

6001.4 Floating Holidays

After completion of one year of service, Regular Full-Time Employees (exempt and non-exempt) shall be allowed one paid floating holiday every six (6) months. Floating holidays may be for the employee’s birthday or for a cultural holiday not already recognized by the Presbytery. Use of Floating Holidays must be approved by the Head of Staff or the Personnel Working Group at least one (1) month in advance. Unused Floating Holidays will be forfeited; they will not carryover at the end of the 6-month period and they will not be paid out at termination of employment.

6001.5 Vacation

The Presbytery of San Francisco recognizes the value of rest and relaxation and encourages eligible employees to use all accrued vacation benefits each year. Vacation may be used for any reason, including to help maintain the mental and emotional health of employees. Taking a vacation helps provide employees with refreshment, new perspectives, and new insights valuable to ongoing work with the Presbytery.

Eligibility:

Regular Full-Time Employees and Regular Part-Time Non-Exempt Employees who work a minimum of 20 hours per week and have completed their 90 consecutive day Introductory Period are eligible to accrue vacation benefits retroactive to their day of hire.

Exempt Employees: Vacation accruals are determined by the terms of the call or employment agreement. Vacation shall accrue evenly each pay period.

Introductory and Temporary employees are NOT eligible for vacation benefits. Interim Employees are not eligible for vacation unless specifically stipulated in an employment agreement. Notwithstanding, employees who are not eligible for vacation pay may request unpaid vacation time off under certain circumstances. The Presbytery has the discretion to approve or deny unpaid vacation requests based on operational requirements and staffing needs. Requests must be approved by the Head of Staff at least one (1) month in advance of the leave.

Vacation Accrual Rates:

Employees accrue vacation benefits each pay period, on a prorated basis for Regular Part-Time employees, based on regular hours worked, as follows:

Length of Service	Vacation Time Accrual	Vacation Time Accrual Part-Time Employees
Date of Hire Through Year 5 of Employment	10 days/80 hours	Vacation accrual is based on a 40-hour work week. Part-Time employees receive prorated vacation.
Year 6 through 14	15 days/120 hours	
Year 15 and over	20 days/160 hours	

Vacation is not accrued during unpaid leaves of absence.

Vacation Usage: Vacation must be accrued before it may be taken. Since employees are not eligible to accrue vacation until they pass the 90 consecutive days Introductory Period, vacation may not be taken during the first 90 days of employment.

Scheduling Vacation Time: Employees must obtain prior approval from their supervisor. Employees must ensure that they have enough accrued leave available to cover the dates requested. Requests will be evaluated based on several factors, including department, operating, and staffing requirements. After approval, vacation time must be entered in the shared Staff Calendar (on

Outlook), and after it is taken, vacation time must be recorded in the employee's timecard or submitted in a PTO form within two weeks of taking vacation.

All vacation requests must be submitted to the supervisor at least ten (10) days in advance and approved before taking the time off (unless time off is taken for a legally protected reason). The Presbytery has the discretion to approve or deny vacation requests based on operational requirements and staffing needs.

Vacation pay will be docked from the eligible employee's accrued vacation benefits and paid at the employee's regular rate of pay at the time the vacation is taken to cover the scheduled hours missed. The regular rate of pay does not include overtime or any special forms of incentives.

Maximum Accrual: All unused vacation will carryover from year to year. However; an employee may not accrue more than 1.75 times their annual accrual of vacation in unused vacation. For example, an employee who accrues 10 days/80 hours of vacation per year may accrue no more than 17.5 days/140 hours of unused vacation, and an employee who accrues 15 days/120 hours of vacation per year may accrue no more than 26.25 days/210 hours of unused vacation. Once an employee has reached the maximum accrual, no further vacation will accrue until the employee takes vacation such that their vacation balance falls below the maximum accrual. Employees will not be given retroactive credit for any period of time during which they do not accrue vacation because they were at the maximum accrual.

Vacation upon Separation from Employment: When an employee leaves the Presbytery, whether he/she resigns or is terminated, he/she will be paid for all accrued and unused vacation time prorated through the last day of work.

6002. Health, Retirement, Disability/Death Benefits for Ministers of Word and Sacrament (Elected and/or Called) through Board of Pensions

All teaching elders serving in installed positions (elected and/or called) and employed by the Presbytery of San Francisco are automatically enrolled in the Traditional Program of the Board of Pensions of the Presbyterian Church (U.S.A.) by mandate of the *Book of Order*. Please refer to official health and pension plan documents for a full description of terms and conditions. In the case of a conflict between the benefit information set forth in this handbook or oral explanations by Presbytery representatives and the terms of the official plan document, the provisions of the official plan documents, as interpreted by the plan administrator, shall control.

Eligible employees may participate in these core benefits on the date of call or hire date provided that the Board of Pension Benefits Plan Membership Application is submitted within 31 days of the date of hire, or the date of the call is no more than 12 months before the postmark date of the application.

- This Medical Plan is for employees and eligible dependents.
- The Death and Disability Plan is for the employee.

Pension Plan: Core benefits also include participation in a Pension Plan. The Pension Plan is a **"Defined Benefit Plan"**. That means eligible employees receive a guaranteed monthly benefit

throughout their lifetime. Eligibility rights, effective dates of plan participation, and vesting rights are explained here: <http://www.pensions.org>

Eligible employees may also elect these optional benefits under the Board of Pensions:

- Dental plan and supplemental death and disability benefits (employee pays for this option).
- **403(b) Retirement Plan.** This plan, offered by the Board of Pensions invested with Fidelity, allows employees to voluntarily make specified pre-tax payroll deductions to a salary savings retirement plan. (Employee pays for this option. There is no employer-matching contribution.)

Synod of the Pacific

Additional voluntary benefits include:

Section 125 Flexible Benefits Plan. This plan, offered and administered by the Synod, allows employees to voluntarily make pre-tax payroll deductions to be used for medical expense reimbursement and dependent care expenses. (There is no employer matching contribution.)

6003. Health and Retirement Benefits for Employees not Automatically Enrolled in the Board of Pensions

All Regular Full-Time Employees (32 hours and above) and Exempt Employees are eligible for coverage in the Traditional Program of the Board of Pensions of the Presbyterian Church (U.S.A.). Coverage becomes effective for eligible employees and their eligible dependents on the first of the month after 30 days of employment. Additional coverage may be added at an employee's own expense via automatic payroll deductions. Please refer to official health and pension plan documents for a full description of terms and conditions. In the case of a conflict between the benefits information outlined in this handbook or oral explanations by Presbytery representatives and the terms of the official plan document, the provisions of the official plan documents, as interpreted by the plan administrator, shall control.

- The Medical Plan is for employees and eligible dependents.
- The Death and Disability Plan is for the employee.

Pension Plan: Core benefits also include participation in a Pension Plan. The Pension Plan is a “**Defined Benefit Plan**”. That means eligible employees receive a guaranteed monthly benefit throughout their lifetime. Eligibility rights, effective dates of plan participation, and vesting rights are explained here: <http://www.pensions.org>

Eligible employees may also elect these optional benefits under the Board of Pensions:

- Dental plan and supplemental death and disability benefits (employee pays for this option).
- **403(b) Retirement Plan.** This plan, offered by the Board of Pensions invested with Fidelity, allows employees to voluntarily make specified pre-tax payroll deductions to a salary savings retirement plan. (Employee pays for this option. There is no employer-matching contribution.)

Alternative Medical Benefits: If an employee can prove they already have medical (through a spouse or another plan), the employee can choose either a taxable or reimbursable (non-taxable)

allowance at the same rate as **individual** coverage in the Board of Pension plan. The employee will still be enrolled in the Pension Plan for Pension, Death, and Disability coverage.

Synod of the Pacific

Additional voluntary benefits include:

Section 125 Flexible Benefits Plan. This plan, offered and administered by the Synod, allows employees to voluntarily make pre-tax payroll deductions to be used for medical expense reimbursement and dependent care expenses. (There is no employer matching contribution.)

All Regular Part-Time Employees 20-32 Hours:

After five (5) years of employment, employees are eligible for the Board of Pensions death, disability, and pension plan at the cost of the employer (currently, in 2025, 10% of the employee's salary).

6004 Mandated Benefits

All employees are eligible for these legally mandated benefits, unless specifically noted in an exemption below:

Social Security: Social Security and Medicare are an important part of each employee's retirement benefits. The Presbytery of San Francisco pays a matching contribution for social security taxes each pay period for each employee who is not a Minister of Word and Sacrament. Ministers of Word and Sacrament are considered self-employed for purposes of Social Security, thus they have the option to elect Social Security/Medicare benefits or not, and if they do elect to pay into Social Security/Medicare, the Presbytery of San Francisco does not pay a matching contribution.

State Disability Insurance: The Presbytery is exempt from and does not participate in State Disability Insurance.

State Paid Family Leave Benefits: The Presbytery is exempt from and does not participate in State Disability Insurance, which includes State Paid Family Leave.

State Unemployment Insurance: The Presbytery is exempt from and does not participate in Unemployment Insurance.

Workers' Compensation Insurance: The Presbytery of San Francisco furnishes workers' compensation insurance coverage at its expense to all employees regardless of length of service or employee classification. New employees will be given a brochure describing in detail the benefits available under our workers compensation insurance program. In the event of a work related injury or illness that requires medical attention, you will be sent to a physician selected by the Presbytery unless, prior to the work related injury or illness, the Presbytery of San Francisco received from you a written notice that you wish to be treated by your own health care provider, and identifies the name of the health care provider.

If you are injured on the job or become ill because of the job, you must report it to the Head of Staff or their designee as soon as possible no matter how minor the injury or illness may be. You will be required to complete a written Employee's Claim Form (DWC Form 1), and return it to the Head of Staff or their designee.

Fraudulent Claims: The law requires employers to notify the workers' compensation insurance carrier of any concerns of false or fraudulent claims. Any person who makes or causes to be made any knowingly false or fraudulent material statement or material misrepresentation for the purpose of obtaining or denying workers' compensation benefits or payments is guilty of a felony. A violation of this law is punishable by imprisonment for one to five years, and/or by a fine not exceeding \$150,000 or double the value of the fraud, whichever is greater, or both. Additional civil penalties may also be in order.

Even though employees may be eligible to receive benefits under the company's Workers Compensation Program, a leave of absence must still be requested and approved.

Worker's Compensation Disclaimer Notice

Presbytery of San Francisco and our insurance carrier may not be liable for the payment of worker's compensation benefits for any injury which arises out of an employee's voluntary participation in any off duty recreational, social, or athletic activity which is not a part of the employee's work-related- duties or for injuries sustained if the employee reports to work under the influence of alcohol or illegal drugs or is injured while engaging in horseplay or illegal activity at work.

Section 7- SEPARATION FROM EMPLOYMENT

7000 Resignations

If you find it necessary to resign, you are requested to give at least two weeks advance notice in writing to your supervisor or the Head of Staff indicating your last day of work. Although this notice is not required, it is requested to allow the organization time to find and train a replacement. Employees who fail to provide such advance notice will be considered ineligible for rehire.

If you have given at least seventy-two hours' notice of resignation, your final paycheck will be issued on your last workday. If you resign without giving at least seventy-two hours' notice, your final paycheck will be available to you within seventy-two hours after notice is given and will be mailed to your last known address unless you make arrangements otherwise. Your final paycheck will include all wages earned up to the time of termination, as well as all pay for all unused accrued vacation time.

You will be requested to return all Presbytery of San Francisco property to the Head of Staff on the last day of employment, or sooner if requested. This includes all keys, equipment, and confidential and proprietary information.

7001 Reduction-in-Force (Layoff)

A reduction in force (layoff) is defined as an involuntary termination of employment for non-disciplinary reasons. This may occur for many reasons such as, but not limited to: 1) elimination of a position, 2) substantial changes in a position that require different skills, aptitudes and experience, or 3) a retrenchment of the budget or a restructuring of the organization. Generally, all layoffs are considered permanent, unless specifically instructed otherwise at the time of the layoff.

Due to the small size of the Presbytery and limited range of positions requiring specific skill sets, layoffs are not based on seniority, but on Presbytery needs. Layoff decisions shall be based on a combination of factors, including but not limited to: applicable skills & qualifications, employee classification, productivity, attitude, attendance/punctuality, ability to work requested days/hours, flexibility, knowledge of other jobs at Presbytery and general job performance.

The Presbytery reserves the right to make a determination at the time of a reduction-in-force as to individual layoffs, the length of notice that will be given and/or whether or not any severance or pay-in-lieu of notice payments will be offered. Such determinations will be made by the Head of Staff, working collaboratively with the Personnel Working Group.

When an Exempt, Minister of Word and Sacrament or Called/Elected employee is being laid off, the Personnel Working Group shall consult with the Committee on Ministry, create a Covenant of Closure, and follow the provisions of the *Book of Order*.

7002 Dismissal

Non-Exempt and Exempt Employees who are not Ministers of Word and Sacrament: The Presbytery of San Francisco may elect to exercise its right to terminate employment at will. Although the nature of the at-will employment relationship does not require either party to give a reason for a resignation or dismissal, the Presbytery may choose to provide employees with the reason for a dismissal. Giving a reason or stating the cause does not negate its right to terminate employment at will. Causes for dismissal include, but are not limited to: unsatisfactory or non-performance of duties in position description, and failure to follow Presbytery policies and procedures, including its standards of conduct and ethical behavior.

Exempt Minister of Word and Sacrament Employees: When there are grounds for dismissal, and after consultation with appropriate employees, the Personnel Working Group shall consult with the Committee on Ministry and the Mission and Vision Leadership or its successor body and follow the provisions of the *Book of Order*. Called/Elected positions shall be terminated in compliance with the *Book of Order*, applicable laws and the Employment Agreement.

If you are terminated by the Presbytery, you will receive your final paycheck on the date of the termination. It shall include all wages earned up to the date of termination and all unused accrued vacation pay. You will be asked to return all Presbytery property to the Head of Staff.

Section 8- IN CLOSING

If you have any questions or want more information about Presbytery of San Francisco's policies and procedures, the Head of Staff will be happy to help you. We encourage you to refer to this Employee Handbook often when you have a question. This Employee Handbook does not cover each and every policy or procedure in our work environment. There may be other policies and procedures that are applicable to your job. Presbytery of San Francisco will keep you advised of such policies and procedures.

Employment Acknowledgement

This is to acknowledge that I have received, read and understand the Presbytery of San Francisco Employee Handbook and understand that it sets forth the terms and conditions of my employment as well as the duties, responsibilities and obligations of my employment with Presbytery of San Francisco. I agree to abide by the rules, policies, and procedures set forth in this Employee Handbook.

I understand and agree that my employment with Presbytery of San Francisco is not for a specified period of time and may be terminated at any time for any reason, with or without cause or notice, by me or Presbytery of San Francisco. I understand and agree that nothing in this Employee Handbook, or any other company policy, practice or personnel form, is intended to create a promise or representation of continued or guaranteed employment. I acknowledge that no oral or written statements or representations regarding my employment may alter the foregoing.

I understand and agree that no one has the authority to enter into an employment agreement--express or implied--providing for employment other than at-will, other than Presbytery of San Francisco's Head of Staff or Chair of the Personnel Working Group, and that any such agreement must be in writing.

I understand and agree that none of the statements in this Employee Handbook, other than the policy of at-will employment and this Acknowledgement, are intended to create any contractual or other legal obligations. I agree that, except for the policy of at-will employment, Presbytery of San Francisco may revise, delete, and add to the provisions of this Employee Handbook, or any company practice policies and procedures, and may modify or eliminate any term or condition of employment at any time with or without cause or advance notice. All such revisions, deletions or additions must be in writing and approved by either the Head of Staff and Personnel Working Group. No oral statements or representations may change the provisions of this Employee Handbook.

I understand and agree that this agreement supersedes all prior agreements, understandings, and representations concerning my employment with Presbytery of San Francisco.

Employee's Signature Signed this ____ day of _____, 20__

Print Employee Name

Distribution: Original in employee's personnel file; copy to employee.

REQUEST FOR INSPECTION AND/OR COPY OF PERSONNEL RECORDS

Employee or Former Employee Name: _____

Date of Request: _____

Type of Request (check all that apply):

☐ Request to inspect personnel records

☐ Request a copy of personnel records**

**The Presbytery may require the person requesting a copy of records to pay the Presbytery the actual cost of copying

Type of personnel records requested:

☐ Personnel records relating to the employee's or former employee's performance or a grievance concerning the employee or former employee

☐ Personnel records that the employee or former employee signed

Signature of Employee or Former Employee (or his or her representative):

Signature: _____

Print Name: _____