

PERSONNEL POLICY HANDBOOK

AGAPE' Metropolitan Community Church

Revised May 10, 2010

Agape' MCC Mission Statement

With open hearts, open minds and open arms, Agape' MCC is a nurturing faith community seeking God's will by celebrating inclusive worship, redefining family and providing a voice for justice.

Our Core Values

As God's liberated people, we believe that a sacred space . . .

- Welcomes and affirms all people.
- Does not "stand idly by" in the face of inequity and injustice.
- Communicates the unconditional love of God for all.
- Improves the spiritual connections between each person and God as she or he understands God.

Contents

At-will Employment Status.....	4
Confirmation of Receipt Including At-will Language.....	5
EEO with ADA Provision.....	6
Unlawful Harassment.....	6
Employment Policies and Practices	
New Employees.....	7
Pastoral Covenant.....	7
Ministry Positions	7
Full-time Employees	7
Part-time Employees.....	7
Contract Labor.....	8
Job Duties	8
Timekeeping Requirements	8
Payment of Wages	8
Overtime for Non-exempt Employees	8
Advances.....	8
Personnel Records.....	8
Employee References.....	9
Performance Evaluations.....	9
Open-door.....	9
Employment of Relatives.....	10
Reductions in Force.....	10
Involuntary Termination and Progressive Discipline.....	10
Voluntary Termination.....	10
Operational Considerations	
Job Postings.....	11
Smoking.....	11
Housekeeping	11
Solicitation and Distribution of Literature.....	11
Conducting Personal Business	11
Employee Benefits	
Holidays.....	11
Compensation for Vacation	12
Payment of Accrued Vacation upon Separation from AGAPE' MCC.....	12
Insurance Benefits.....	12
Social Security Tax	12
Workers' Compensation Insurance.....	12
Unpaid Leaves of Absence.....	12
A. Military Leave	13
B. Jury Duty and Witness Leave.....	13
C. Time Off for Voting.....	13
D. Volunteer Firefighters.....	13
E. Domestic Violence Leave	13
F. Education Leave	14
Employee Acknowledgement Form	15

Introductory Statement

Welcome! As an employee of Agape' MCC, you are an important member of our church community. This employee handbook together with the Global Code of Conduct, attached as Appendix A, is intended to explain the terms and conditions of employment of all full-and part-time employees, contract employees and supervisors.

This handbook summarizes the policies and practices in effect at the time of publication. This handbook supersedes all previously issued handbooks and any policy or benefit statements or memoranda that are inconsistent with the policies described here. Your supervisor will be happy to answer any questions you may have.

At-will Employment Status

Agape' MCC personnel are employed on an at-will basis. Employment at-will may be terminated with or without cause and with or without notice at any time by the employee or AGAPE' MCC. Nothing in this handbook, or in the Global Code of Conduct, shall limit the right to terminate at-will employment. No manager, supervisor, or employee of AGAPE' MCC has any authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment on other than at-will terms. Only the Board of Directors of AGAPE' MCC has the authority to make any such agreement, which is binding only if it is in writing and signed by the Vice Moderator of the AGAPE' MCC Board of Directors or designated representative.

Integration Clause and the Right to Revise

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

AGAPE' MCC reserves the right to revise, modify, delete, or add to any and all 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 approved by the AGAPE' MCC Board of Directors.

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.

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.

Affirmation of Full Protection of Law

AGAPE' MCC is not subject to all Federal, State or local laws otherwise applicable to employers. This Employee Handbook does not create any legal obligations on the part of AGAPE' MCC beyond that instituted by Federal, State, or local laws. This Employee Handbook shall be construed to affirm AGAPE' MCC's entitlement to the fullest protection of any law or legal precedent applicable to religious organizations or employees otherwise similar to AGAPE' MCC.

Confirmation of Receipt Including At-will Language

Prior to the end of an employee's first day of employment or within ten days of a current employee's receipt of the revised employee handbook, a signed acknowledgment of receipt of the handbook shall be executed by the new or current employee. An acknowledgment with signature and date shall be placed in the employee's permanent employment file. The acknowledgment form is contained at the last page of this handbook. The acknowledgment contains the following language:

I understand that except for employment at-will status, any and all policies or practices can be changed at any time by AGAPE' MCC. AGAPE' MCC reserves the right to change my hours, wages, and working conditions at any time. I understand and agree that other than the AGAPE' MCC Board of Directors, no manager, supervisor, or representative of AGAPE' MCC has authority to enter into any agreement, express or implied, for employment for any specific period of time, or to make any agreement for employment other than at-will; only the AGAPE' MCC Board of Directors has the authority to make any such agreement and then only in writing, signed by the Vice Moderator of the AGAPE' MCC Board of Directors or designated representative.

I understand and agree that my relationship with AGAPE' MCC is "at-will" and that nothing in the policy handbook, or in the Global Code of Conduct, creates or is intended to create a promise or representation of continued employment. I understand that my employment may be terminated at the will of either AGAPE' MCC or myself for any reason or no reason at all. My signature certifies that I understand that the foregoing agreement on at-will status is the sole and entire agreement between AGAPE' MCC and me concerning the duration of my employment and the circumstances under which my employment may be terminated. I further understand that this policy handbook supersedes all prior agreements, understandings, and representations concerning my employment with AGAPE' MCC, including any previous AGAPE' MCC policy handbook that provided for employment other than on an at-will basis.

EEO with ADA Provision

AGAPE' MCC is a religious organization. As such, not all federal, state or local discrimination laws necessarily apply to AGAPE' MCC. This employee handbook is not intended to expand any rights or obligations beyond what is allowed by law. AGAPE' MCC is an equal opportunity employer and prohibits unlawful discrimination based on race, color, creed, gender, religion, marital status, age, national origin or ancestry, height, weight, physical or mental disability, medical condition including genetic characteristics, sexual orientation, gender identity or expression, or any other discrimination made unlawful against the religious organization by federal, state, or local laws. It also includes a perception that anyone who has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics.

AGAPE' MCC is committed to compliance with all discrimination laws applicable to it as a religious organization. This commitment includes all persons involved in the operations of AGAPE' MCC, including supervisors and coworkers.

To comply with any laws applicable to this religious organization ensuring equal employment opportunities to qualified individuals with a disability, AGAPE' MCC will, as required, make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship would result.

Any applicant or employee who requires an accommodation in order to perform the essential functions of the job, should contact their Supervisor or designated AGAPE' MCC representative with day-to-day personnel responsibilities and request such an accommodation. The individual with the disability should specify what accommodation he or she needs to perform the job. AGAPE' MCC will then consider the employee's legal eligibility for such accommodation and, if appropriate, conduct an investigation to identify the barriers that interfere with the equal opportunity of the applicant or employee to perform their job. If applicable, AGAPE' MCC will identify possible accommodations, if any, that will help eliminate the limitation. If the accommodation is reasonable and will not impose an undue hardship, AGAPE' MCC will make the accommodation, to the extent required by law.

If you believe you have been subjected to any form of unlawful discrimination, submit a written complaint to you Supervisor, or if it involves your Supervisor, to the Personnel Director. Your complaint should be specific and should include the names of the individuals involved and the names of any witnesses. AGAPE' MCC will immediately undertake an effective, thorough, and objective investigation and attempt to resolve the situation.

If AGAPE' MCC determines that unlawful discrimination has occurred, effective remedial action will be taken commensurate with the severity of the offense. Appropriate action also will be taken to deter any future discrimination. AGAPE' MCC will not retaliate against you for filing a complaint of unlawful discrimination and will not knowingly permit retaliation by management employees or your coworkers.

Unlawful Harassment

AGAPE' MCC is committed to providing a work environment free of unlawful harassment, and strictly prohibits unlawful harassment. AGAPE' MCC's harassment policy is set forth in detail in the Global Code of Conduct, at Chapter 3, attached as Appendix A.

Employment Policies and Practices

New Employees

The first 90 days of continuous employment at AGAPE' MCC is considered a trial period. During this time you will learn your responsibilities, get acquainted with fellow employees, and determine whether or not you are happy with your job. Your supervisor will closely monitor your performance.

Upon completion of the trial period, AGAPE' MCC may review your performance. If AGAPE' MCC finds your performance satisfactory and decides to continue your employment, it will advise you of any improvements expected from you. Completion of the trial period does not entitle you to remain employed by AGAPE' MCC for any definite period of time, but rather allows both you and AGAPE' MCC to evaluate whether or not you are right for the position. At any time that you are notified of specific improvements expected from you, a timeline for fulfillment and specific actions will be described by your supervisor in writing. These may be transmitted by e-mail or in a face-to-face or telephone conference meeting. It is your responsibility to prepare a response to this notification in which you list the improvements as you understand them to be as well as the time-line and send this response to your supervisor by e-mail or fax with your signature affixed. Your supervisor will follow-up with you within the time-line to discuss progress. Failure to make the improvements may result in additional requirements, a change of status or role/responsibility/classification and the salary and benefits attached to your current position. Failure to make the improvements may also result in termination.

Pastoral Covenant

The Board of Directors and Pastor shall develop a covenant between the Pastor and the church. The covenant shall include a job description and address such matters as compensation that is consistent with equitable local standards, benefits, allowances and leave. All provisions of the covenant shall be subordinate to the Bylaws of the UFMCC.

Ministry Positions

The Pastor shall develop a covenant between the ministry position and the church. The covenant shall include a job description and address such matters as compensation that is consistent with equitable local standards, benefits, allowances and leave.

Full-time Employees

Full-time – fully compensated employees are those who are scheduled for and do work a minimum of 40 hours (exclusive of time for meals) per week. Once the initial 90 day trial period is completed the full-time employees are eligible for health reimbursement up to \$250 per month and 10 day of PTO leave.

Part-time Employees

Part-time employees are those who are scheduled for and do work fewer than 20 hours (exclusive of time for meals) per week. Part-time employees are not eligible for benefits except those mandated by applicable law or contractual agreement with Agape' MCC.

Contract Labor

Contract laborers are those employed on contract bases that perform a specific duty for Agape' MCC. Contract laborers do not become regular or part-time employees as a result of the passage of time, and they are not eligible for employee benefits except those mandated by applicable law.

Job Duties

During the trial period, 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 work on special projects, or to assist with other work necessary or important to the operation of AGAPE' MCC. Your cooperation and assistance in performing such additional work is expected.

Timekeeping Requirements

All non-exempt employees are required to record time worked for payroll purposes. Altering a timesheet is not permissible and is subject to disciplinary action. Any errors on your timesheet should be reported immediately to your supervisor.

Pastors, Ministry Positions and full-time employees are required to submit a Time off Request form with the supervisor's approval for Paid Time Off of 3.5 hours or more. Approved time off of less than 3.5 hours should be noted by the supervisor and an acceptable "make-up" time is arranged.

Payment of Wages

AGAPE' MCC employees are paid on the 15th and last of the month. If a regular payday falls on a holiday, employees will be paid on the preceding workday. If a regular payday falls on a Saturday or Sunday then the payday is on the preceding Friday. AGAPE' MCC offers automatic payroll deposit for employees.

Overtime for Non-Exempt Employees

All overtime hours must be approved by your supervisor in advance.

Advances

AGAPE' MCC does not permit advances against paychecks.

Personnel Records

You have a right to inspect certain documents in your personnel file, as provided by law, in the presence of an AGAPE' MCC representative at a mutually convenient time. No copies of documents in your file may be made, with the exception of documents that you have previously signed. You may add your comments to any disputed item in the file.

AGAPE' MCC will restrict disclosure of your personnel file to authorized individuals within the organization. Any request for information contained in personnel files must be directed to the Personnel Director or management

representative responsible for personnel records. Only the Personnel Director or management representative responsible for personnel records is authorized to release information about current or former employees.

Disclosure of personnel information to outside sources will be limited. However, AGAPE' MCC will cooperate with requests for information, including personnel information, from authorized law enforcement or local, state, or federal agencies conducting official investigations and as otherwise legally required.

Employee References

All requests for references must be directed to the Personnel Director. No other manager, supervisor, or employee is authorized to release references for current or former employees. By policy, AGAPE' MCC discloses only the dates of employment and the title of the last position held of former employees. If you authorize the disclosure in writing, AGAPE' MCC also will inform prospective employers of the amount of salary or wage you last earned where permitted by state laws.

Performance Evaluations

Each non-elected employee will receive a performance evaluation once a year during the last quarter of the fiscal year. An employee's first performance evaluation will take place after completion of their trial period. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Evaluation forms will be emailed to the employee's email account with instructions for completion and the deadline for returning evaluations to the Personnel Director.

Your performance evaluations may review factors such as the quality and quantity of the work you perform, your knowledge of the job, your initiative, your work attitude, and your attitude toward others. The performance evaluations are intended to make you aware of your progress, areas for improvement, and objectives or goals for future work performance. Favorable performance evaluations do not guarantee increases in salary or promotions or continued employment. Salary increases and promotions are solely within the discretion of AGAPE' MCC and depend upon many factors in addition to performance. After the review, you will be required to sign the evaluation report simply to acknowledge that it has been presented to you, that you have discussed it with your supervisor, and that you are aware of its contents.

Open-door

Suggestions for improvements at AGAPE' MCC are always welcome. At some time, you may have a complaint, suggestion, or question about your job, your working conditions, or the treatment you are receiving. Your good-faith complaints, questions, and suggestions also are of concern to us. We ask you to first discuss your concerns with your supervisor, following these steps:

- Within a week of the occurrence, bring the situation to the attention of your immediate supervisor, who will then investigate and provide a solution or explanation.
- If the problem persists, you may describe it in writing and present it to the Personnel Committee, who will investigate and provide a solution or explanation. We encourage you to bring the matter to the Personnel Committee as soon as possible after you believe that your immediate supervisor has failed to resolve it.

This procedure, which we believe is important, cannot guarantee that every problem will be resolved to your satisfaction. Furthermore, how AGAPE' MCC chooses to respond is at our discretion and does not alter your at-will employment status. However, AGAPE' MCC values your observations and you should feel free to raise issues of concern, in good faith.

Employment of Relatives

Relatives of employees may be eligible for employment with AGAPE' MCC, or may remain employed at AGAPE' MCC, only upon the sole discretion of the Personnel Director. AGAPE' MCC defines "relatives" as spouses, partners in a committed relationship, children, siblings, parents, in-laws, and step-relatives. No relatives of the Personnel Director or the Senior Pastor are allowed to be employees.

Reductions in Force

Under some circumstances, AGAPE' MCC may need to restructure or reduce its workforce. If restructuring AGAPE' MCC or reducing the number of employees becomes necessary, AGAPE' MCC will attempt to provide advance notice, if possible, to help prepare affected individuals. If possible, employees subject to layoff will be informed of the nature of the layoff and the foreseeable duration of the layoff, whether short-term or indefinite.

Involuntary Termination and Progressive Discipline

Violation of AGAPE' MCC policies and rules may warrant disciplinary action. AGAPE' MCC may choose to utilize progressive discipline on a case-by-case basis that includes verbal warnings, written warnings, and suspension. The system is not formal and AGAPE' MCC may, in its sole discretion, utilize whatever form of discipline it deems appropriate under the circumstances, up to, and including, immediate termination of employment. AGAPE' MCC's decision to invoke progressive discipline in any particular case in no way limits or alters the at-will employment relationship.

Voluntary Termination

Voluntary termination results when an employee voluntarily resigns their employment, or fails to report to work for three consecutively scheduled workdays without notice to, or approval by, their supervisor. All AGAPE' MCC-owned property, including but not limited to vehicles, keys, uniforms, computers, parking lot remote openers, and credit cards, must be returned immediately upon termination of employment.

Operational Considerations

Job Postings

All job openings for AGAPE' MCC will be posted via the web and remain active for 10 working days. Applications will be received by the Personnel Director and interviews will be scheduled for qualified candidates within 30 days of the final posting date. Current job postings can be found on the Agape' MCC website at www.agapemcc.com. Exceptions to this posting requirement will only be made in extraordinary circumstances and with approval of the Board of Directors.

Smoking

Smoking and or illegal drug or substance use is not allowed in any enclosed area of a AGAPE' MCC owned or leased facility.

Housekeeping

All employees are expected to keep their work areas clean and organized. People using common areas are expected to keep them sanitary. Please clean up after meals and dispose of trash properly.

Solicitation and Distribution of Literature

Except as it relates to church business and as authorized by AGAPE' MCC, no employee shall unilaterally solicit or promote support for any cause or organization during their working time or during the working time of the employee or employees at whom such activity is directed.

Conducting Personal Business

Employees are to conduct only AGAPE' MCC business while at work. Employees may not conduct personal business or business for another employer during their scheduled working hours.

Employee Benefits

Holidays

AGAPE' MCC observes the following paid holidays:

- January 1 - New Year's Day
- Martin Luther King Jr. Birthday
- Good Friday
- Memorial Day
- July 4th - Independence Day
- Labor Day
- Thanksgiving Day
- Friday following Thanksgiving Day
- Christmas Eve

- Christmas Day

AGAPE' MCC also recognizes a full-time employee's birthday as a paid holiday.

Holidays that fall on a Saturday or Sunday are usually observed on the preceding Friday or the following Monday. Holiday observance will be announced in advance.

Each full-time employee's eligibility for holiday pay begins after completion of their trial period. Part-time employees and contract employees are not eligible for holiday pay.

To be eligible for holiday pay, you must be regularly scheduled to work on the day on which the holiday is observed and must work your regularly scheduled working days immediately preceding and immediately following the holiday, unless an absence on either day is approved in advance by your supervisor. If you are required to work on a paid scheduled holiday you will receive straight time pay.

Compensation for Vacation

No employee will receive pay in lieu of vacation except on the termination of their employment. Exception to this policy can only be made by the Board of Directors in consultation with the Personnel Director.

Payment of Accrued Vacation upon Separation from AGAPE' MCC

Upon separation of employment, whether voluntary or involuntary, the employee will be paid all accrued but unused vacation. The employee will be paid for accrued but unused vacation at the employee's base rate of pay at the time prescribed by law.

Insurance Benefits

All regular full-time employees will be responsible for securing their own medical insurance and Agape' MCC will reimburse up to \$250 per month of the premium.

Social Security Tax

Social Security Tax will be administered as prescribed by law. Deductions are made and recorded from the employee's wages. AGAPE' MCC makes a comparable contribution to the Social Security Tax of each employee.

Workers' Compensation Insurance

AGAPE' MCC does provide workers' compensation insurance.

Unpaid Leaves of Absence

AGAPE' MCC may grant unpaid leaves of absence to full-time employees in certain circumstances. AGAPE' MCC may also pro-rate unpaid leaves of absence for part-time employees if approved by the part-time employee's supervisor, the Personnel Director, and the Senior Pastor. Request any leave in writing as far in advance as possible, keep in touch with your supervisor or Personnel Director during your leave, and give prompt notice of any change

in your anticipated return date. If your leave expires and you fail to return to work without contacting your supervisor or Personnel Director, AGAPE' MCC will assume that you do not plan to return and that you have terminated your employment. Upon return from a leave of absence, you will resume all aspects of your employment status that existed prior to the start of your leave.

A. Military Leave

Employees who wish to serve in the military and take military leave should contact the Personnel Director or the Senior Pastor for information about their rights before and after such leave. You are entitled to reinstatement upon completion of military service, provided you return or apply for reinstatement within the time allowed by law.

B. Jury Duty and Witness Leave

AGAPE' MCC encourages employees to serve on jury duty when called. Employees who have completed their trial periods will receive full pay while serving. You should notify your supervisor of the need for time off for jury duty as soon as a notice or summons from the court is received. You may be requested to provide written verification from the court clerk of performance of jury service. If work time remains after any day of jury selection or jury duty, you will be expected to return to work for the remainder of your work schedule.

You may retain any mileage allowance or other fee paid by the court for jury services.

C. Time Off for Voting

An employee may take off up to one-half day during an election day to vote. This time is not counted against PTO. We encourage all of our employees to vote.

D. Volunteer Firefighters

No employee shall be disciplined for taking time off to perform emergency duty as a volunteer firefighter. You are also eligible for unpaid leave for required training. If you are an official volunteer firefighter, please alert your supervisor that you may have to take time off for emergency duty. When taking time off for emergency duty, please alert your supervisor before doing so when possible.

E. Domestic Violence Leave

Employees who are victims of domestic violence are eligible for unpaid leave. You may request leave if you are involved in a judicial action, such as obtaining restraining orders, or appearing in court to obtain relief to ensure our health, safety, or welfare, or that of your child.

You should provide notice and certification of your need to take leave under this policy. Documentation must be submitted to the Personnel Director. Certification may be sufficiently provided by any of the following:

- A police report indicating that the employee was a victim of domestic violence;
- A court order protecting or separating the employee from the perpetrator of an act of domestic violence, or other evidence from the court or prosecuting attorney that the employee appeared in court; or

- Documentation from a medical professional, domestic violence advocate, health-care provider, or counselor that the employee was undergoing treatment for physical or mental injuries or abuse resulting in victimization from an act of domestic violence.

AGAPE' MCC will, to the extent allowed by law, maintain the confidentiality of an employee requesting leave under this provision.

The length of unpaid leave an employee may take is limited to 12 weeks without approval of the Personnel Director. While AGAPE' MCC as a church is not required to participate in the federal Family and Medical Leave Act of 1993, we conform to this standard voluntarily.

F. Education Leave

Every employee has the opportunity to take education leave to avail themselves of learning opportunities. An employee will be granted the amount of education leave necessary to meet a professional continuing education requirement, for example, CPA Exam.

**EMPLOYEE ACKNOWLEDGMENT OF RECEIPT OF
HUMAN RESOURCES POLICY HANDBOOK AND GLOBAL CODE OF CONDUCT**

May 10, 2010 REVISION

PLEASE READ THE EMPLOYEE HANDBOOK AND FILL OUT AND RETURN THIS ACKNOWLEDGMENT OF RECEIPT TO THE PERSONNEL DIRECTOR PRIOR TO THE END OF YOUR FIRST DAY OF EMPLOYMENT OR IF A CURRENT EMPLOYEE, WITHIN TEN DAYS OF YOUR RECEIPT OF THE REVISED POLICY HANDBOOK.

Employee Name: _____
Please print

I acknowledge that I have received a copy of AGAPE' MCC's Human Resources Policy Handbook, and the Global Code of Conduct, revised October 2005. I understand that I am responsible for reading the Handbook and the Global Code of Conduct, and for knowing and complying with the policies set forth therein during my employment with AGAPE' MCC.

I understand that except for employment at-will status, any and all policies or practices can be changed at any time by AGAPE' MCC. AGAPE' MCC reserves the right to change my hours, wages, and working conditions at any time. I understand and agree that other than the AGAPE' MCC Board of Directors, no manager, supervisor, or representative of AGAPE' MCC has authority to enter into any agreement, express or implied, for employment for any specific period of time, or to make any agreement for employment other than at-will; only the AGAPE' MCC Board of Directors has the authority to make any such agreement and then only in writing, signed by the Vice Moderator of the AGAPE' MCC Board of Directors or designated representative.

I understand and agree that my relationship with AGAPE' MCC is "at-will" and that nothing in the policy handbook or in the Global Code of Conduct creates or is intended to create a promise or representation of continued employment. I understand that my employment may be terminated at the will of either AGAPE' MCC or myself for any reason or no reason at all. My signature certifies that I understand that the foregoing agreement on at-will status is the sole and entire agreement between AGAPE' MCC and me concerning the duration of my employment and the circumstances under which my employment may be terminated.

I further understand that this policy handbook and its Global Code of Conduct supersedes all prior agreements, understandings, and representations concerning my employment with AGAPE' MCC, including any previous AGAPE' MCC policy handbook that provided for employment other than on an at-will basis.

Employee's Signature: _____

Date: _____

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Employee's Signature: _____

Date: _____