



# **DIOCESE OF DELAWARE**

## **Active Lay Employee Handbook**

**DIOCESE OF DELAWARE EMPLOYEE HANDBOOK FOR  
ACTIVE LAY EMPLOYEES**

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**DIOCESE OF DELAWARE  
EMPLOYEE HANDBOOK FOR ACTIVE  
LAY EMPLOYEES**

**Ministry of the Laity**

*The Ministry of laypersons is to represent Christ and his Church; to bear witness to him wherever they may be; and, according to the gifts given them, to carry on Christ's work of reconciliation in the world; and to take their place in the life, worship, and governance of the Church. (Catechism – Book of Common Prayer – Page 855)*

**Scope and Purpose of Handbook**

This Employee Handbook states current policies and procedures for all active lay employees of the Diocese of Delaware. As is necessary, the personnel policies and procedures described in this handbook may be changed, amended, or withdrawn. Employees will be notified in advance of any changes, amendments, or withdrawals. It is important to note that this handbook does not constitute an employment contract.

**Employment Locations**

The Diocese of Delaware has three working locations of lay employees: the Bishop's Office at 2020 N. Tatnall Street in Wilmington, Memorial House in Rehoboth Beach, and Camp Arrowhead in Lewes. Where policies are unique to a location, the exception will be noted in the policy description.

**Employee Classifications**

The Diocese of Delaware generally has four categories of lay employment: full-time exempt, full-time non-exempt, part-time, and temporary employees. An overview chart may be found in Appendix A of this document describing which benefits are available to each category of employee.

Full-time exempt employees have supervisory positions in the Diocese and major responsibilities in the governance of the Diocese. The Business Manager, Bishop's Executive Assistant, and the Executive Director of Camp and Conference Centers/Property Manager are exempt positions. They work a minimum of 37.5 hours per week and are entitled to the full range of benefits outlined in this handbook.

Full-time non-exempt employees are those salaried individuals hired to work 37.5 hours per week and are entitled to the full range of benefits outlined in this handbook.

Part-time employees are classified into one of two categories according to the number of hours worked per week: 20-37 hours: These employees are entitled to some benefits. Fewer than 20 hours: These employees are not entitled to benefits.

Temporary Employees are hired to work for a specific period of time fewer than six months in duration.

Temporary employees obtained through an employment agency are paid by the agency as agreed to by the Diocese. Temporary employees can be hired directly by the Diocese. In this situation they shall sign an employment agreement stipulating the complete terms of employment including duration, compensation, hours, place of work, job or project description and supervisor identity. Temporary employees hired by the Diocese are not entitled to benefits.

**COMPENSATION/BENEFIT/EXPENSE TABLE**

<b>I. Compensation</b>	<b>II. Core Benefits</b>	<b>III. Optional Benefits</b>	<b>IV. Expenses</b>
Does not Include: Reimbursements For expenses; Overtime	A. Pension Fund B. Health/Dental Ins C. Life Insurance D. Worker’s Comp. E. Times of Leave F. Sick Leave G. Family Leave H. Bereavement Leave I. Disability Leave	A. Blood Bank B. Continuing Edu. C. Sabbaticals D. Add’l L/T Disab E. Flex Benefits F. 403(b) Annuity	A. Travel

**I. COMPENSATION**

The Diocese of Delaware values its employees and believes that salaries paid should be in line with wages paid by not-for-profit agencies for similar job responsibilities. Salaries for new employees are set based on the job description for the position being filled and the skills and experience of the prospective employee.

Salaries are reviewed annually prior to the setting of the budget for the coming year. The Diocesan Personnel and Compensation Committee recommend to the Finance Committee the annual cost of living adjustment. Any increase in annual compensation greater than the cost of living adjustment will be at the discretion of the employer in concert with the established budgetary process.

The salaries of the lay members of the Core Staff (currently the Canon to the Ordinary, the Bishop’s Executive Assistant, the Business Manager, the Executive Director of the Camps and Conference Centers/Property Manager) are reviewed annually and set by the Bishop.

The salaries of other personnel at the Bishop’s Office, Camp Arrowhead and Memorial House are set by the Bishop in consultation with the appropriate member of the Core Staff following annual performance reviews with each employee.

**Pay Periods**

Salaries are paid at the middle and end of each month. All employees are required to have their pay deposited by means of electronic transfer to a checking or savings account in any bank that accepts such

transfers. Electronic deposits are made on the date before payday so that the funds will be available to you when the bank opens on payday.

## **II. BENEFITS**

The Diocese of Delaware provides a generous and full benefit package to its full-time employees. Lay employees are afforded those benefits normally in comparable work situations in the community workplace. See **Appendix A** for a breakdown of how benefits are prorated for part-time employees. See **Appendix D** for the policy statement for Insurance for Domestic Partners.

The Diocese provides access to an interactive Benefits Website for all employees within the Diocese of Delaware. Go to [www.dioceseofdelaware.net](http://www.dioceseofdelaware.net). “Click” on *Employees and Employers*, then “click” on *Episcopal Church Diocese of Delaware Employee Benefits On-Line*.

### **A. Pension**

All eligible employees are enrolled in the Episcopal Church Lay Employees Defined Benefit Plan in accordance with General Convention Resolution D165: 70<sup>th</sup> General Convention, 1991. The Diocese contributes 9% of the employee’s annual cash compensation. An employee becomes eligible after one year of employment. An employee is vested in the defined benefit pension plan when the employee completes five years of service or reaches age 55, whichever comes first. For those in the defined benefit plan, the amount of the annual basic pension benefit is determined at the time of retirement, based on years of credited service and highest average compensation.

**Credited Service (CS)** is the number of years for which you have 1,000 or more hours of service. Years served before your employer enrolls in the plan are not counted.

**Highest Average Compensation (HAC)** is the average of your total compensation for the highest-paid seven out of eight consecutive years you participate in the plan. If you participate for fewer than eight years, your HAC is the average of your total compensation for the years you participate.

The annual retirement benefit is calculated according to this formula:

$$\text{CS} \times \text{HAC} \times 1.5\% = \text{Annual Benefit}$$

Normal Retirement benefits can begin at age 65 or after, or the employee may also retire as early as age 55 with a reduced benefit. If the employee keeps working after age 65, the employer's contributions will continue and the employee will earn credited service until the employee retires.

### **B. Health and Dental Insurance**

Canon 23 of the Constitution and Canons of the Diocese of Delaware states that “it shall be the duty of diocesan organizations (viz.: Congregations and other ecclesiastical organizations subject to the jurisdiction of the Convention) to participate in and contribute financially for their respective employees to such life, hospitalization and health insurance programs as may be adopted and approved by the Diocesan Council for diocesan organizations.” The programs may benefit:

- a) All active clergy who receive their principal compensation from such diocesan organizations, and the dependents of such clergy;
- b) All retired clergy who at the time of their retirement received their principal compensation from a diocesan organization or who were canonically resident within the Diocese, and their dependents;
- c) Surviving spouses (who have not remarried) of all such active or retired clergy, and their dependents;
- d) Full-time lay employees who receive their principal compensation from a diocesan organization, and their dependents; and
- e) Canonically resident clergy of diocesan related agencies, and their dependents.

All eligible active lay employees enroll in one of two medical insurance plans. The plans are a standard EPO (Exclusive Provider Organization) and an optional PPO (Preferred Provider Organization) both with The Episcopal Church Medical Trust. The Provider is Empire BlueCross/BlueShield. Both plans provide prescription, mental health, and eye-care benefits. Full plan descriptions are available on the diocesan website at [www.dioceseofdelaware.net](http://www.dioceseofdelaware.net).

The Diocese pays for the standard EPO medical plan offered to all qualified employees working 37.5 hours or more per week. For employees working less than 37.5 but 20 hours or more a week, the cost of the plan is pro-rated and shared by the employee and the Diocese. If the employee's spouse is working and has access to a medical plan at their place of work, it is required that the spouse's coverage will be with their employer. Children are covered under the most beneficial plan.

If an employee wishes to participate in the optional PPO plan, the employee will pay the difference in premium cost between the two plans.

Eligible employees sign up for these plans at the time of employment or during the open enrollment periods that occur annually in the fall. The enrollment date is the first of the month, whereas the termination date is the end of the month. Open enrollment begins in early October and is effective the following January 1.

The Diocese provides access to a dental plan provided and administered by Renaissance Dental. The Diocese will pay for the employee's benefit only. If the employee wishes coverage for other members of the employee's family, they can pay for it by payroll deduction.

### **C. Life Insurance and Accidental Death Benefit**

Each eligible employee is insured for death by natural causes. The coverage is equal to one times the annual salary rounded up to the next thousand. The maximum amount of coverage is \$75,000.00. The current provider of this plan is Prudential.

This coverage also includes a double-indemnity clause for death by accidental cause and for the loss of one or more extremities by any cause. The Accidental Death or Dismemberment benefit is a maximum of \$75,000.00.

**D. Worker's Compensation**

All employees are fully covered for job-related injuries or illness by the State of Delaware Worker's Compensation Plan. All injuries should be promptly brought to the attention of your supervisor and all claims should be filed promptly with the Human Resources Administrator.

**E. Working Hours and Times of Leave**

The office of the Diocese of Delaware is open from 8:30 am to 5:00 pm, Monday through Friday. Each morning, the service of Morning Prayer is read from 8:30 am to 9:00 am. Those working in the Bishop's Office are expected to attend and participate. Full-time employees are expected to be present and working during these hours with exceptions only as approved by their supervisor.

At the Bishop's Office, the normal lunch period is one hour. An employee may occasionally take less time at lunch and use the accrued time for a personal appointment or add it to a later lunch period to allow for an extended lunch date. This time may be accumulated up to 5 hours per month, but may not be accumulated and taken as days off. Time may be accumulated over a period of two months, but its use must be discussed with the immediate supervisor. The following are definitions of a normal 5-day workweek for positions presently held in the Diocese of Delaware are understood as follows:

Bishop's Office Executive Staff (Canon to the Ordinary, Business Manager, Executive Assistant to the Bishop, Director of Camp and Conference Centers/Property Manager)	40-44 hours per week that may include 2 evenings per week required 2 days off per week
Bishop's Office Support Staff: (Administrative Assistants, Financial Assistant)	37.5 hours per week 2 days off per week, usually Sat. & Sun.
Part-time Bishop's Office Support Staff	20 hours per week 2 days off per week, usually Sat. & Sun.

**Overtime**

The non-profit status of the Diocese of Delaware and its commitment to good stewardship of its human and monetary resources requires that every effort be made by all employees to accomplish essential work without resorting to overtime. This emphasis is made not only with concern for available funds but also with equal concern for the amount of work done by an employee and its effect on the overall health of the employee. As funds are not budgeted for overtime, the following guidelines will apply in those occasional instances when overtime may be required, necessary, and authorized:

Full-time exempt employees are not eligible for overtime pay. However, the Bishop has the

latitude to adjust contractual arrangements in special cases. Full-time exempt employees are not normally entitled to compensatory time off. From time to time there may be exceptions that will warrant the granting of compensatory time off by the Bishop.

Full-time non-exempt employees are eligible for overtime pay. Employees must obtain prior approval from their supervisor before working in excess of their contracted workweek. An example of such an exception would be whenever an employee is required to work on a Saturday or Sunday (i.e. Diocesan Convention or Parish Life Day). In that case, a compensatory day off should be taken for each day worked. The employee must take the compensatory time off during the same period that the overtime was earned. Failure to provide the compensatory time will entitle the employee to receive overtime pay. If an employee experiences an unusual accumulation of extra time for meeting attendance, the employee may request and/or the supervisor may grant some measure of compensatory time. This time may not be accumulated and again must be taken within the same pay period that the overtime was earned. The employee and supervisor should minimize overtime.

**An exception to the above guidelines is all Camp Arrowhead employees. Per Federal Law, all Camp employees must receive overtime pay and no compensatory time.**

Part-time and temporary employees are paid hourly and are not eligible for overtime pay. A part-time or temporary employee will fill out a diocesan time sheet accounting for hours worked, and will be paid accordingly.

### Holidays

Full-time employees and part-time employees working 20 hours or more per week will receive regular pay for the full period of a holiday. Part-time employees working less than 20 hours per week and temporary employees will not receive pay for a holiday. Normal holidays are: New Year's Day, Martin Luther King, Jr. Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Friday after Thanksgiving Day, Christmas Eve, and Christmas Day. Full-time employees and part-time employees working 20 hours or more per week also receive a personal floating holiday.

### Vacation

All full-time employees and part-time employees working 20 hours or more per week are entitled to 22 working days of vacation per year beginning January 1 of the year following the year of hire. Beginning with the tenth year of continuous employment, the above employees are entitled to 25 working days of vacation. Beginning with the twentieth year of continuous employment, the above employees are entitled to 30 working days of vacation per year.

New full-time employees and part-time employees working 20 hours or more per week may receive 5 days of vacation after each full quarter (three months) worked during the calendar year in which they are hired. Beginning with January 1 after the date of hire, the above employees are entitled to 22 days of vacation time per calendar year.

Example 1: An employee has a hire date of 04/01/2009. S/he will be eligible for 5 days of vacation effective 07/01/2009. In addition, s/he will accrue 5 vacation days per quarter for the third and fourth quarters of the year. Thus, a total of 15 vacation days will have been earned for the calendar year 2009. On 01/01/2010, the employee will be immediately eligible for 22 vacation days.

Example 2: An employee has a hire date of 09/15/2009. S/he is eligible for 5 days of vacation effective 12/09/2009. As s/he cannot possibly work an additional full quarter within the calendar year 2009, s/he will accrue only these 5 days vacation during that period. However, on 01/01/2010, the employee will be immediately eligible for 22 vacation days.

An exception is made when an employee is hired during the final quarter of a calendar year. In this case, the employee is eligible for vacation beginning January 1 of the following year on a formula of 5 days of vacation for each quarter worked through the first two quarters of that year. The employees then may take the remaining 12 working days of vacation during the second half of the first full year of employment.

Example: An employee has a hire date of 10/25/2009. The employee cannot possibly work a full quarter in calendar year 2009. Thus, no vacation days will be earned during that calendar year. As of 04/01/2010, however, the employee will have earned 5 vacation days. An additional 5 days will have been earned as of 07/01/2010. Also, the employee will be granted an additional 12 vacation days for the calendar year 2010 effective 07/01/2010. These days may be taken at any time after 07/01/2010. On 01/01/2011, the employee will be immediately eligible for 22 vacation days.

Holidays falling within an employee's scheduled vacation will not be charged as vacation. Should an employee become ill for at least three consecutive days during a scheduled vacation period, the working days of illness may be charged as authorized time off rather than vacation only if their Supervisor is provided with a doctor's certificate.

**In the case of work sites other than the Bishop's Office, separate policies may apply because of the need to take some vacation at the time each facility is closed. Each institution will have this policy in writing.**

Employees may bank or carry forward into another year, no more than half of their annual earned vacation time, exclusive of carry forwards. Employees are given allowance for unused vacation at the time of termination.

### Weather Absence

While employees are expected to make every reasonable attempt to be at work on time during inclement weather, they should heed road restrictions by transportation and law enforcement officials. Time missed due to hazardous driving conditions will not be charged against any accumulated vacation or compensatory time. If the Red Clay Administrative offices are closed on account of weather, the Bishop's Office is closed, and employees scheduled to work during the period of office closure will receive normal pay. Any employee choosing to work during a time of office closure due to foul weather will not be compensated with additional time off.

### Jury Duty

Employees called for jury duty will be excused from work for the purpose of meeting jury duty obligations. Normal pay will be provided during the period of jury duty less any jury pay received. On those days when continued presence on the jury is not required, the employee will report to work. While the Diocese supports all people in their civic responsibilities, if in the supervisor's and employee's judgment jury duty will be unduly disruptive to diocesan work or will result in a personal hardship, the employee should seek to determine whether the law will permit the granting of an exemption from jury duty.

### Military Training and Emergency Duty

Leave will be granted for the purpose of fulfilling annual military training requirements in accordance with the following provisions:

Full-time employees and part-time employees scheduled to work 20 or more hours per week will be paid the differential, if any, between their normal Diocesan pay and military pay for a period up to ten days each year. Leave in excess of ten working days or where the military pay exceeds normal Diocesan pay will be treated as leave without pay.

Leave for employees scheduled to work fewer than 20 hours per week will be treated as leave without pay.

Any permanent full-time employee who is a member of the National Guard or Reserves and who is ordered to perform emergency duty under the supervision of the United States Government or the State of Delaware shall be granted a leave of absence during the period of such activity.

Any such employee shall receive the pay differential in the amount by which the employee's normal base wages exceed any pay received by virtue of such service. The difference in pay shall not be paid for emergency duty beyond 60 days.

The Emergency Duty provision falls under the Federal Reservist Rights as to the employee's ability to reclaim his/her job

### **F. Sick Leave**

Sick Leave is meant to provide reasonable absence for medical reasons. When illness prevents the employee's presence in the office, the employee must contact their supervisor directly (you may leave a voicemail, but direct contact during the day is required.)

### **G. Family Leave**

Lay professionals commit to discharging their responsibilities on a regular basis and therefore practice allocating their time accordingly. On a regular basis, specific time allowances are therefore not needed

for regular doctor's appointments. In the case of pregnancy or adoption and early parenthood, the Diocese is urged to be Pastoral. It is understood that individual circumstances surrounding birth or adoption may vary considerably and need to be addressed. Health issues regarding birth/pregnancy can be dealt in accordance with the Diocesan Sickness/Disability policies.

The Diocese supports the intention of Resolution C042 from the 2000 General Convention dealing with clergy time off. Therefore, the following is recommended for lay employees:

- a. An employee who has been employed by the Diocese for at least one full year and is designated the "primary child-care parent" be paid parental leave up to eight weeks immediately following the birth or the adoption of a child into the employee's household. Additional time off not to exceed eight weeks may be taken without compensation. An employee may elect to use vacation leave during this latter period.
- b. An employee who has been employed by the Diocese for at least one full year and is the "non primary care parent" is entitled to leave for the birth or adoption of a child not to exceed two weeks with full compensation, and additional leave may be taken without compensation not to exceed ten additional weeks.
- c. An employee not employed for a full year by the Diocese must negotiate the terms of leave with the employer.

#### **H. Bereavement Time**

Full-time employees or part-time employees scheduled to work 20 or more hours per week are eligible for paid leave in the event of the death of a family member or close relative within the following provisions:

In the case of the death of a member of the employee's immediate family (parent, sister, brother, spouse, child, legally adopted child, step-relative, grandparent, grandchild, mother/father-in-law or domestic partner), up to a maximum of five working days may be granted with pay.

In the case of the death of a close relative (aunt, uncle, niece, nephew, cousin, sister/brother-in-law) up to one day to attend a funeral with no overnight travel or up to three days to attend a funeral requiring overnight travel may be granted with pay.

If an employee wishes additional time other than that authorized above, the employee may request personal leave without pay.

In the case of funeral attendance for other than the above circumstances, the employee's supervisor may grant paid funeral leave up to one-half day or up to a full day in exceptional cases of required travel.

#### **I. Disability Leave**

Employees, who may become ill or disabled due to circumstances unrelated to his/her job, either temporarily or permanently, while employed by the Diocese for 20 or more hours per week, receive 100% of their gross salary for the first three months of disability, then 70% of their gross wages for the

next three months. If disability continues after 180 days, a long-term disability insurance plan provides 60% of their gross monthly wages reduced by any pension benefits or Social Security benefits. The maximum benefit is \$3,000.00 per month.

To qualify for disability benefits, you must certify disability and establish loss of income; therefore, an employee cannot collect paid leave and disability benefits for the same period of time. You are required to notify your supervisor and the Human Resources Administrator as soon as you have been out for seven consecutive days (five working days and one weekend) due to illness or injury unrelated to work.

A pamphlet is available through the Human Resources Administrator for more detailed information. Health insurance coverage during disability is continued at the employer's expense.

A pregnant employee shall be permitted to continue work until such time as the employee's physician determines that the employee is no longer physically able to perform her regular job duties. It is the employee's responsibility to inform her physician as to the nature of her regular job duties.

#### **J. Personal Leave**

Personal matters, other than medical requiring time off during the workweek, normally should be accomplished by making up the time with the supervisor's approval.

#### **K. Leave without Pay**

The Bishop may approve a supervisor's recommendation of leave without pay for an employee who has been employed for more than one year. Consideration will be given for requests that may include, but not be limited to: to be married; to attend school, conferences, seminars or institutes; to cope with an extended illness (other than self); to remain at home temporarily with a family member requiring care; or to handle personal affairs.

A request for leave without pay for a period of time up to one month must be submitted in writing at least 30 days in advance of the leave whenever reasonable and possible. Requests for longer periods of leave must, whenever possible, be submitted 60 days in advance of the leave. For an extended leave beyond 60 days, the Bishop will notify the employee in writing whether or not the position will be held open for the employee's return. A maximum period of twelve months leave without pay may be approved. An employee desiring to continue group life and health insurance during a period of leave without pay is responsible for the payment in advance of all premiums during the leave period and shall make prior arrangements with the Business Office.

Service time will be unbroken for the purpose of calculating length of service for retirement benefits providing that a minimum of 1,000 hours has been worked in the calendar year of the leave year. The leave will not count as time worked for the purpose of calculating years served for vacation entitlement.

#### **L. Unemployment Compensation**

Religious organizations such as The Diocesan Council, Inc. d.b.a. the Episcopal Church in Delaware are

exempt from the provisions of the Delaware Unemployment Compensation Law and cannot pay into the states unemployment compensation system. This means that a former employee cannot obtain any unemployment compensation for the time spent working for the Diocese of Delaware.

### **III. OPTIONAL BENEFITS**

The Diocese provides access to an interactive Benefits Website for all employees within the Diocese of Delaware. Go to [www.dioceseofdelaware.net](http://www.dioceseofdelaware.net). “Click” on *Employees and Employers*, then “click” on *Episcopal Church Diocese of Delaware Employee Benefits On-Line*.

#### **A. RVSP – 403(b) Annuity Plans**

The Diocese of Delaware offers access to a tax-deferred 403 (b) plan as a means of setting aside additional savings for retirement funded out of current earnings. Investment vehicles may be annuity contracts or mutual fund shares. The Church Life Insurance Corporation administers several plans.

#### **B. Flexible Spending Accounts (FSA) – Section 125**

An FSA is a pre-tax benefit allowable under Internal Revenue Code section 125. The plan allows eligible employees to set aside a specific pre-tax dollar amount for non-reimbursed medical, dental, and dependent care expenses. Anyone who has predictable out-of-pocket medical, dental or dependent care expenses should consider opening an FSA. The open enrollment period for new participants occurs annually during November and December. If an employee is currently a participant, then their deduction amount will automatically carry forward into the following year unless amended during the open enrollment period. Any unused funds are forfeited at the end of the plan year.

#### **C. Blood Bank of Delmarva**

The Blood Bank of Delmarva offers a blood assurance plan which provides blood replacement coverage for its members. **The Diocese of Delaware pays for all employee memberships to the Blood Bank and encourages all eligible employees to enroll in the Blood Bank’s Diocese of Delaware Group.** To obtain an enrollment form, go to **the interactive Benefits Website at [www.dioceseofdelaware.net](http://www.dioceseofdelaware.net)**.

#### **D. Supplement Life Insurance**

Supplemental Life Insurance coverage is available for lay employees of the Diocese of Delaware in increments of \$10,000 to \$300,000, not to exceed five times an employee’s covered annual earnings. New employees who apply within 31 days of eligibility can enroll for up to \$100,000 without providing evidence of insurability satisfactory to The Prudential Insurance Company of America. Evidence of insurability satisfactory to The Prudential Insurance Company of America is required, however, for all late entrants and increases in coverage amounts for current employees.

#### **E. Professional Continuing Education**

Professional development or continuing education and retreats, should be in the broad general area of present or future ministry, to encourage steady development and redevelopment of talents and skills.

Times of rest and relaxation may be necessary and “A Good Thing”, but they should be clearly differentiated from continuing job development. The Diocese of Delaware encourages full-time employees and part-time employees working 20 hours per week or more to attend meetings, institutes and seminars for their professional growth and may from time to time require an employee to attend a meeting, seminar, or conference in support of his/her job responsibilities.

Under these circumstances, the Diocese will pay all travel and participation expenses. The employee will receive full pay for time missed. Some employee agreements call for a professional license to be maintained. In that case, the Diocese will pay all travel and participation expenses. The Diocese of Delaware does not have a tuition reimbursement program.

#### **F. Sabbaticals**

**It is expected that sabbatical plans will be discussed in conference with the Bishop.**

Requests for time off from work and financial aid for registration fees and /or other expenses for optional continuing education that is job-related are to be submitted through an employee's supervisor. On the recommendation of the employee's supervisor, the Bishop will review the request, and a determination will be made as to what financial assistance from the Diocese may be justified. Full-time employees and part-time employees working 20 hours or more per week with one to five years of service will be eligible for one week paid leave for sabbaticals/education and these employees with five years or more service will be eligible for two weeks paid leave for sabbaticals/education annually if in the opinion of the supervisor and the Bishop, the program chosen qualifies as work/career enhancement.

Long-term executive staff may be eligible for sabbatical. Decisions to grant this leave will be based upon the employee's length of service with the Diocese, his/her work performance, and the long-term benefit to be gained by both the Diocese and the employee from education leave.

#### **G. Additional Long-Term Disability**

The laity have the ability to purchase additional long-term disability coverage from the Church Life Insurance Corporation. This policy will become effective after 12 months of disability. This coverage is important because Worker's Compensation and Social Security may not cover every circumstance. These benefits will be paid until the employee is able to return to work or age 65, or longer in certain cases. There are two options available. One provides 25% of current total compensation and the other 50%.

#### **IV Travel Expense Reimbursement**

An employee must keep a record of all expenses, including transportation, lodging and meals, incurred while conducting the official business of the Diocese, in order to be reimbursed. All requests for reimbursement must be accompanied by the original documentation, for example, a credit card receipt, a receipted hotel bill, or a restaurant receipt. Copies are not acceptable.

The rate of reimbursement for mileage is based upon IRS guidelines. The lay employee should consult with the Human Resource Administrator to obtain the rate in effect for a particular year.

Travel advances for Diocesan travel are available to all staff members. At the end of each calendar year, in accordance with IRS regulations, Form 1099 (Non-employee Compensation) will be issued by the Diocese in the amount of all travel advances for which an accounting has not been made to the Diocese.

## **V PERFORMANCE REVIEWS**

A performance review is an evaluation process aimed at furnishing feedback to an employee on his or her performance. A review also serves to affirm or modify job responsibilities. Supervisors will conduct a yearly performance review with each employee under their supervision.

Supervisors meet personally with each employee under their supervision to review the job responsibilities and the employee's performance in that job. Supervisors are encouraged to obtain input from others. An objective, over-all valuation narrative should be prepared for the employee to include affirmations, suggestions for improvement, and articulation of objectives to be pursued in the future. A copy of the narrative will be placed in an employee's file. The employee must be given a copy of the written review.

### **A. Job Description**

Each employee of the Diocese should have a current job description on file with the business manager.

### **B. Performance Evaluations**

**Each new employee will receive a performance evaluation after three months, six months and twelve months of employment, and then on one-year anniversaries of hire date. The *Personnel Evaluation Form* (Appendix E) should be filled out by the supervisor and given to the employee to read. Soon afterwards the employee and supervisor will meet to discuss the form together.** If job performance is less than satisfactory, an employee will receive a written notice stating that without substantial improvement their continued employment by the Diocese is in jeopardy. The employee will meet with his or her supervisor and a third party in order to discuss the problem fully in the hope that a solution can be found. Chronic absenteeism can result in unsatisfactory performance of an employee's responsibilities. If an employee fails to meet a reasonable standard of performance, then the employee may be terminated.

### **C. Personnel Files**

An employee's personnel file should contain the following: application form and resume; signed I-9; copies of licenses, diplomas or certificates; letter of commendation; copies of certificates for training completed; and disciplinary action taken. Upon request, an employee shall be permitted to inspect his or her own personnel file used to determine his or her own qualifications for employment, promotion, additional compensation, termination, and/or disciplinary action. The right to such inspection and the procedure for such inspection shall be in accordance with the "Right to Inspect Personnel Files Act" (19 Delaware Code, Sections 730 to 735).

## **D. Grievance Reviews**

If an employee believes he or she has been subjected to unfair treatment and has been unsuccessful in achieving a satisfactory resolution through normal supervisory channels, the employee should request an appointment with the Bishop for the purpose of explaining the circumstances and requesting appropriate action. The Bishop will inquire into the matter and may appoint an individual or committee to investigate and offer recommendations concerning the grievance. The Bishop will make a final decision and will inform the employee and all concerned parties of his decision.

## **E. Termination**

When an employee voluntarily discontinues employment with the Diocese, an exit interview will be held to discuss the reasons. The employee's supervisor will conduct the interview.

All employees are employees at will and may be terminated by the Bishop and may be terminated when, in the Bishop's opinion, the working test indicates that such employee is unable or unwilling to perform the duties of the job satisfactorily or that habits or lack of dependability do not merit continued employment. When an employee is discharged or terminated by the Bishop, the basis for the termination will be made known to the employee in writing. Among the reasons that may be a basis for termination is staff or funding reduction, organizational changes, poor attendance, gross misconduct, and unsatisfactory performance. The above list is not intended to be exhaustive, only illustrative.

The Diocese will provide at least two weeks' notice of employment termination unless the conduct, for which the employee is terminated, in the opinion of the Bishop, constitutes grounds for immediate termination. No termination on grounds concerning attendance and unsatisfactory performance will be rendered without repeated attempts by the supervisor to advise the employee of the unsatisfactory situation, thus giving the employee opportunity to change unfavorable performance behavior before termination is necessary.

A termination interview will be conducted before the employee leaves the employ of the Diocese. No termination will occur without the full knowledge and approval of the Bishop. The Bishop may request an evaluation of the conditions leading to the termination if this is warranted in the Bishop's judgment. In extreme and unusual situations, the Bishop may appoint a person or persons to review the factors leading to the termination recommendation. The findings of the review committee are submitted to the Bishop for a final decision.

*See Appendix C: Diocesan Council, Inc. Extension of Medical Benefits* for information regarding the extension of medical and/or dental benefits after termination.

## **VI. OTHER OFFICE POLICIES**

### **A. Employee Attitude**

While an employee may be hired for possessing certain skills it is also important that an employee

maintain a positive and hospitable attitude, is flexible by adapting to changes in their work environment, is a team player, and shows initiative, good judgment and leadership.

### **B. Equal Employment Opportunity**

It is the policy of the Diocese of Delaware to provide equal employment opportunity to all persons without regard to race, color, national origin, gender, sexual orientation, age, non-limiting physical or mental handicap, or marital status.

This policy shall also be applied without regard to a person's religious beliefs, except for those positions that require active membership in the Protestant Episcopal Church because they are affected by or related to the religious principles, practices, and/or doctrines of the Church.

The Diocese shall make every effort to take all practical steps to realize fully this policy by carrying out a positive, continuing program of affirmative action, which are reflected in its policies for recruitment, and hiring, training, promotion and transfer, termination, and retirement

### **C. AIDS Policy**

No person will be discriminated against in employment with the Diocese of Delaware on the basis of AIDS (Acquired Immune Deficiency Syndrome), ARC (AIDS Related Complex), or HIV (Human Immunodeficiency Virus) infection. Persons living with AIDS, ARC, or HIV infection are entitled to all rights and opportunities as people with other serious or life-threatening illnesses.

All employment with the Diocese of Delaware, either continued or new, will comply with Federal, State, and local laws and regulations concerning people living with AIDS, ARC, or HIV infection.

The Diocese accepts scientific and epidemiological evidence presently available that no person with AIDS or HIV infection poses a risk of transmission of the virus to co-workers through ordinary workplace contact. The Diocese will provide all employees with sensitive, accurate, and up-to-date information about risk reduction in their work and personal lives.

Confidentiality of an employee's diagnosis as having AIDS, ARC, or HIV infection will be respected according to the wishes of the employee. Medical records will be protected with the same respect to confidentiality.

The Diocese will not require HIV screening as a part of pre-employment or general workplace physical examinations; however, it is hoped that a potential employee or existing employee would share this medical information with the Bishop. The Bishop will respect confidentiality.

An employee who has been diagnosed as having AIDS, ARC, or HIV infection will be accorded full disability provisions.

No employee will be terminated on account of a diagnosis of AIDS, ARC, or HIV infection as long as they are able to perform the duties of the job they have been hired to do in accordance with the accepted standards of the Diocese.

The Diocese of Delaware will make all reasonable attempts to assist any employee with AIDS, ARC, or HIV infection.

#### **D. Anti-Harassment Policy**

##### **A Profession Work Environment**

The Diocese of Delaware is first and foremost a community of people. In all matters, other people, whatever their role or station, should be treated with utmost respect and courtesy. We are a caring community of mutual support, and that should characterize all aspects of one's job performance and personal conduct.

The Diocese of Delaware strongly supports the right of all employees to have a professional work environment. Consistent with its equal employment opportunity policy, The Diocese of Delaware expressly forbids sexual harassment or any other type of harassment involving a protected category under applicable law — for example, on the basis of race, color, gender, ancestry, religion, national origin, sexual orientation, marital status, veteran status, citizen status, age, and/or disability. Harassment is unacceptable at the office and in any work-related setting outside the workplace, such as business-related social events or business travel.

Violations of this policy will lead to disciplinary action, up to and including termination. Managers who become aware of an instance of possible harassment or learn of a complaint of harassment are required to report the matter immediately to the Canon to the Ordinary or the Business Manager.

##### **Definition of Sexual Harassment**

Sexual harassment has been defined by the Equal Employment Opportunity Commission Guidelines as unwelcome sexual advances, requests for sexual favors, and other verbal, visual, or physical conduct of a sexual nature when, for example: (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment. Such conduct violates this policy, even if it is not unlawful. Because it is difficult to define unlawful harassment, employees are expected to behave at all times in a professional and respectful manner

Sexual harassment does not refer to occasional compliments or behavior of a socially acceptable nature. It refers to conduct that, however it may be intended, is unwelcome, offensive, and disrespectful of the rights of another.

Sexual harassment may occur through a range of subtle and not so subtle behaviors. Depending on the circumstances, these behaviors may include, but are not limited to: unwanted sexual advances; subtle or overt pressure for sexual favors; sexual jokes; innuendos; suggestive, insulting, or obscene comments or gestures; advances or propositions; verbal abuse of a sexual nature; graphic commentary about an

individual's body, sexual prowess, or sexual deficiencies; leering, whistling, touching, pinching, assault, or coerced sexual acts; display in the workplace of sexually suggestive objects or pictures; and other physical, verbal, or visual conduct of a sexual nature.

#### Other Prohibited Harassments

This harassment may be verbal or physical conduct that denigrates or shows hostility toward an individual because of his or her race, color, religion, gender, national origin, age, sexual orientation, or disability or that of his or her relatives, friends, or associates and that (1) has the purpose or effect of creating an abusive or hostile work environment, (2) has the purpose or effect of unreasonably interfering with an associate's work performance, or (3) otherwise adversely affects an associate's employment opportunities. Such harassment may include, but is not limited to, the following: epithets, slurs, stereotyping, intimidating, threatening, or any hostile act that relates to race, color, religion, gender, national origin, age, sexual orientation or disability; and written or graphic material that denigrates or shows hostility or aversion toward an individual or group because of race, color, religion, gender, national origin, age, sexual orientation, or disability.

#### Individuals Covered Under the Policy

The Diocese of Delaware's prohibition against harassment applies to all employees and applicants for employment, as well as individuals who interact with employees of The Diocese of Delaware in the course of their work, such as visitors, outside vendors, and repair people.

#### Prevention of Sexual Harassment and Exploitation Training

The Church Insurance Company of Vermont strongly recommends 6 hours of training divided into two segments in order to raise awareness regarding sexual misconduct. The *Safeguarding God's Adults* and *Safeguarding God's Children* training is mandatory for all employees of The Diocese of Delaware.

If an employee has participated in a Church Insurance Company-approved training elsewhere, the employee must participate in the Diocese of Delaware Training program.

It is recommended that employees participate in training every 3-5 years in order to refresh their understanding of pertinent issues.

#### Reporting Harassment

The Diocese of Delaware encourages early reporting of any perceived incident of harassment, regardless of the identity or position of the offender. Individuals who believe that they, or another employee, may have been the subject of harassment should promptly discuss their concerns with their immediate supervisor or the Canon to the Ordinary or the Business Manager. An employee will not be penalized directly or indirectly for a good faith use of this procedure.

## Responsive Action

All reported allegations of harassment will be investigated promptly, with the findings conveyed to the Canon to the Ordinary. (See *Diocese of Delaware Harassment Incident Investigation Form: Appendix F.*) In the absence of a Canon to the Ordinary, the Bishop will designate a person that will fulfill the obligations of this document. The Canon to the Ordinary will decide what action(s) The Diocese of Delaware should take. The Canon to the Ordinary will promptly investigate the facts and circumstances of any claim of harassment. To the extent possible, the employer will endeavor to keep the reporting employee's concerns confidential. During the investigations, the employer generally will:

- Interview the complainant and the alleged harasser, and conduct further interviews as necessary
- Document the employer's findings regarding the complaint
- Document recommended follow-up actions and remedies, if warranted
- Inform the complainant of the employer's finding

Every supervisor who learns of any employee's concern about conduct in violation of this policy, whether in a formal or informal complaint, must immediately report the concern to Canon to the Ordinary.

Once the employer's investigation is completed, the employer will take whatever corrective measures are warranted against any person who has engaged in conduct in violation of this policy. These measures may include, but are not limited to, counseling, suspension, or immediate termination. Regardless of position or title, if the employer determines that someone has engaged in conduct that violated this policy, that person will be subject to discipline, up to and including termination.

When a violation of this policy is found, responsive action may include, for example, training, referral to counseling, and/or disciplinary action such as a verbal or written warning, reassignment, temporary suspension without pay, or termination.

## Confidentiality

Any complaint and investigation will be handled with discretion. Confidentiality will be maintained to the extent practical and appropriate under the circumstances.

## Protection from Retaliation

Retaliation against an individual who reports conduct believed to violate this policy or assists in providing information relevant to an issue under this policy is a serious violation and will not be permitted. Acts of retaliation should be reported immediately and will be promptly investigated. When a violation of this policy is found, disciplinary measures, up to and including termination, will be imposed.

## Questions

Any employee who has questions or concerns about any aspect of this policy should feel free to contact the Chair of the Personnel and Compensation Committee or the Canon to the Ordinary.

## Management

When there is a report of Harassment, sexual or otherwise, it is the responsibility and commitment of the Diocese of Delaware to conduct a timely investigation. Managers are required to alert the Canon to the Ordinary or the Business Manager of a potential harassment situation. Failure to do so may result in personal liability on behalf of the manager.

The Canon to the Ordinary and/or the Business Manager, the Chancellor of the Diocese, and the manager may meet to discuss the situation and course of action, which may follow the outline below. No manager should conduct an investigation without prior consultation with the Canon to the Ordinary, the Business Manager or the Chancellor of the Diocese.

1. Conduct an initial meeting with the person raising the issue;
  - Identify all issues
  - Gather all material facts
  - Determine if a formal investigation is needed
  - Ensure that the complainant has confidence that the Canon to the Ordinary or the Business Manager can resolve this impartially.
2. Gather Evidence:
  - Interview the person raising the issue and determine the facts around who, what, where, when and why
  - Explain the limits of confidentiality
  - Review the process of investigation
3. Explain the issue to the person who is the focus of the investigation:
  - Provide a detailed explanation of the issue
  - Get a detailed account of the events surrounding the issue from the person who is the focus of the investigation
  - Explain how the process will move forward and provide a time frame
4. Interview witnesses and ascertain facts:
  - All witness statements will be reduced to writing and signed by the witness
5. Reach a conclusion:
  - Attempt to determine what actually happened, taking into consideration the following:
    - i. Timeliness of reporting
    - ii. Pattern and practice
    - iii. Motivation
    - iv. Truthfulness/Credibility
6. Make a recommendation:
  - After reaching a conclusion, it may be necessary to determine the amount of discipline warranted. Some options include:
    - i. No disciplinary action
    - ii. Education of an individual or group
    - iii. Verbal discussion/counseling
    - iv. Written warning
    - v. Suspension without pay
    - vi. Corrective action plan
    - vii. Demotion

- viii. Reduction in salary
  - ix. Termination
7. Write the Report:
- The report should include the following:
    - i. The investigation background
    - ii. Application of Diocesan guidelines or principals
    - iii. Key factual finding of the investigation
    - iv. Actions taken
    - v. Conclusion

### **E. Substance Abuse**

Every employee will be given a copy of the Principles and Policies concerning the use of alcohol in church settings, addiction education, conditions of employment and the treatment of victims of addiction, and will be asked to acknowledge receipt of such.

The Diocese maintains that drug dependency and substance abuse are treatable illnesses. Therefore, it is the policy of the Diocese to offer assistance (including access to and support for professional treatment) to any staff member who is afflicted by drug dependency or substance abuse.

### **F. Diocesan Vehicles**

If an employee is provided with the use of a Diocesan vehicle, the employee needs to report his/her personal use of the vehicle. For tax purposes, the dollar equivalent of this personal use shall be reported to the Business Manager at least quarterly. The tax effect of this personal use will be included in the employees annual W-2.

### **G. Conflict of Interest**

No gift with a value of more than \$25 may be accepted from any vendor in any calendar year without the prior approval of the senior person at the Diocesan site. All employees must acknowledge the receipt of any gift by a memo to his/her personnel file.

**Appendix A - EMPLOYEE CLASSIFICATIONS AND BENEFITS**

<b>BENEFITS</b>	<b>Full-Time</b>	<b>Part-Time</b>	<b>Part-Time</b>
Classification: Hours per week	at least 37.5	at least 20 but less than 37.5	less than 20
Paid Holidays	Yes	Yes	No
Paid Vacation	Yes	Yes, pro-rated*	No
Retirement Plan	Yes***	Yes***	No
Paid Bereavement	Yes	Yes, prorated*	No
Paid Military Leave	Yes	Yes	No
Health Insurance	Yes	Yes, prorated**	No
Dental Insurance	Yes	Yes, prorated**	No
Retirement Savings Plan	Yes	Yes	Yes
Flexible Spending Plan	Yes	Yes	Yes
Blood Bank	Yes	Yes	Yes
Group Life Insurance	Yes	Yes	No
Disability Coverage	Yes	Yes	No

\* Pro-rated on the ratio between the average hours per week worked in the current month and the previous two months and 37.5 hours per week. For example, 22 days vacation at 37.5 hours per week is 165 hours vacation. If the employee worked an average of 25 hours per week during the current month and the previous two months, the employee would be entitled to  $25/37.5$  or  $2/3$  of 165 hours vacation or 110 hours vacation.

\*\*Employer contribution pro-rated on the ratio between the employers approved hours per week worked and 37.5 hours per week; the employee pays the remaining premium by payroll deduction. For instance, if the employee were scheduled to work 25 hours per week, then the employer contribution would be  $25/37.5$  or  $2/3$  of the premium.

\*\*\*After one year of eligible employment, vested after 5 years of eligible employment.

**APPENDIX B - INSURANCE PREMIUMS FOR 2009**

<u>Category</u>	Monthly Cost	Annual Cost
<b>2009 Standard Plan with Empire BlueCross/BlueShield EPO 90 (In-Network)</b>		
Individuals	\$ 602.00	\$ 7,224.00
Employee/child(ren)	\$1,084.00	\$13,008.00
Families	\$1,806.00	\$21,672.00
Employee/adult	\$1,204.00	\$14,448.00

**This represents a combined increase of 8.0% from 2008.**

**2009 Optional Plan with Empire Blue Cross/Blue Shield PPO 90/70 (In-Network and Out-of-Network)**

Individuals	\$ 632.00	\$ 7,584.00
Employee/child(ren)	\$ 1,093.00	\$ 13,116.00
Families	\$1,895.00	\$ 22,740.00
Employee/adult	\$1,264.00	\$ 15,168.00

**This represents a combined increase of 8.0% from 2008. The percentage increases for each class differ from the overall 8% since The Medical Trust uses different rate relatives than did BC/BS of De. The differences are phased in for these plans, which is our “original” Medical Trust Plan.**

**2009 Renaissance Dental Plan (New Provider)**

Individuals	\$ 25.00	\$ 300.00
Individual + 1	\$ 48.00	\$ 576.00
Individual + Children	\$ 52.00	\$ 624.00
Family	\$ 79.00	\$ 948.00

**This represents no change from 2008.**

**2009 Active and Retired Laity Group Life Insurance Premium Rates**

**One Times Annual Salary or 1/10 Annual Salary at Retirement up to \$75,000**

(All premiums are per thousand, per month)

Life	.332/1,000/month
AD&D	.029/1,000/month

**This represents no change from 2008.**

**Voluntary Supplemental Group Life Insurance through the Church Life Insurance Corp.**

(All premiums are per thousand, per month)

Age 20-34	.07/1,000	Age 50-54	.46/1,000
Age 35-39	.10/1,000	Age 55-59	.77/1,000
Age 40-44	.16/1,000	Age 60-64	1.05/1,000
Age 45-49	.27/1,000	Age 65-69	1.72/1,000

**Long-term Disability Rates** –.324/\$100 of salary/month. Includes a 180-day elimination period.

**The current 2008-2009 Mileage Reimbursement rate is \$.55 per mile.**

**Appendix C - DIOCESAN COUNCIL, INC.**  
**EXTENSION OF MEDICAL/DENTAL BENEFITS**

The Diocesan Council, Inc. provides an extension of benefits to eligible employees and their family members terminated from an active medical/dental plan. The extension of benefits allows for up to an 18-month continuation of health benefits for employees and their dependents.

This extension of benefits is different from the benefits provided under COBRA, as COBRA does not apply to any employee or dependents covered under active medical/dental benefits through the Medical Trust and Renaissance Dental. As defined by the Employee Retirement Income Security Act (ERISA), the plans funded by The Diocesan Council, Inc. are considered "church plans", As indicated by Section 4(b)(2) of ERISA, Title 1 of ERISA does not apply to church plans.

Employees and/or their dependents are eligible for the extension of benefits under the following circumstances:

- Termination of employment (employee and/or dependents are eligible)
- Divorce (dependents are eligible)
- Graduation from seminary, for seminarians

The Diocesan Council, Inc. will notify members regarding their eligibility for the extension of benefits **upon the receipt of a termination form from the employee by the Human Resources Administrator of the Diocese. This form must be completed by either the employee or the employer and signed by both (i.e. church administrator, priest in charge, director). It must include the current mailing address and phone number of the employee at the time of discharge.**

**Medical Benefits**

A notification letter will be sent from The Medical Trust, the current administrator of the Empire BCBS EPO 90 and PPO 90/70 plans. They will inform the employee as to the current plans available and what the monthly cost will be. Employees and/or dependents can purchase the extension of benefits for up to an 18-month period beginning on their termination date. There can be no break in coverage between termination and enrollment in the extension of benefits.

The extension of benefits and all monthly invoicing will be handled by the Medical Trust, 445 Fifth Ave., NY, NY. The Customer Service Contact Number is 1-800-480-9967.

**Dental Benefits**

A separate notification letter will be sent certified mail and will include the monthly cost and the duration of the employee's dental benefits. Employees and/or dependents can purchase the extension of benefits for up to an 18-month period beginning on their termination date. There can be no break in coverage between termination and enrollment in the extension of benefits.

The extension of benefits and all monthly invoicing will be handled through the Business Office of the Diocese of Delaware. The address for the Diocese is 2020 N. Tatnall St., Wilmington, DE 19802 and the phone number is 302- 656-5443, Ext. 109. In order to start the extension of benefits, each month going forward must be paid for in advance by the 25<sup>th</sup> of the current month. **Benefits not paid for by the beginning of the applicable month will be cancelled.** The ability to pay ahead will be offered to each employee.

**If an employee or dependent chooses to cancel coverage prior to the end of the paid for extension period, The Diocesan Council, Inc. will require notice in writing one month prior to cancellation.**

DIOCESAN COUNCIL, INC  
TERMINATION NOTICE  
EXTENSION OF MEDICAL/DENTAL BENEFITS

Employee Name \_\_\_\_\_

Address:

\_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Phone Number \_\_\_\_\_

Date of Termination \_\_\_\_\_ Date Benefits Cease \_\_\_\_\_

Employer \_\_\_\_\_

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Employer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date Received by Diocese

\_\_\_\_\_  
Amount, if any, included

## **Appendix D - POLICY STATEMENT FOR INSURANCE FOR DOMESTIC PARTNERS**

### **POLICY STATEMENT**

The Diocesan Council, Inc. of the Episcopal Diocese of Delaware has amended the Health Benefit Plan provided by the Medical Trust and the Dental Plan provided Renaissance to include coverage for Domestic Partners. Domestic Partners are defined, as two adults of the same sex who reside together, have chosen to share their lives in an intimate relationship and have a mutual obligation to each other's support for the basic necessities of life.

Domestic Partners do not include roommates, siblings, parents or casual relationships.

### **SUMMARY OF NEW BENEFITS**

Effective January 1, 1997 persons covered under the Health Benefit Plan and the Dental Plan may enroll their Domestic Partners and their Domestic Partner's eligible dependent children<sup>1</sup> (1) for medical coverage and/or dental coverage. Domestic Partners and their eligible dependent children will not be eligible for continued medical and/or dental coverage upon the death, termination of employment or retirement of the employee, or after the termination of the Domestic Partner relationship, or when an eligible dependent child reaches age 30 for medical benefits and age 25 for dental benefits, or no longer is considered a dependent. All other provisions of the Health Benefit Plan and the Dental Plan are applicable.

### **ELIGIBILITY REQUIREMENTS**

In order for your Domestic Partner to be eligible for medical benefits under the Health Benefit Plan and the Dental Plan, you and your Domestic Partner must meet the following criteria:

1. You have resided together for at least 12 months and intend to do so permanently;
2. You are both at least 18 years of age and are mentally competent to enter into a contract;
3. You are not related by blood to a degree of closeness, which would prohibit marriage in the state in which you reside were you of the opposite sex;
4. Neither of you is married to someone else;
5. Neither of you currently is in a Domestic Partnership relationship with someone else;
6. You are mutually responsible for basic living expenses;
7. You have filed an Affidavit of Domestic Partnership (attached). In addition, if you reside in a jurisdiction, which permits the registration of Domestic Partners, you must register and submit a copy of such registration along with your signed Affidavit.

'Reside together' means that the two of you share your principal place of residence. If one of you temporarily leaves the shared residence but intends to return, you still will be considered to reside together.

### **Proof of Cohabitation and Financial Independence**

You must submit proof of cohabitation and financial interdependence in addition to your Affidavit of Domestic Partnership. You may do so in any of the following ways:

- Copy of a signed dated lease showing both names;
- Copy of a dated deed showing both names;
- Copies of (choose one) driver's licenses, car registration, voter registration cards, insurance policies, account statements or tax returns at the same address (as long as these documents are dated at least 12 months ago).

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<sup>1</sup> Eligible dependent children are unmarried dependent children under the age of 25 who live with you and depend on you and your Domestic Partner for support and maintenance. They include stepchildren, foster children, and legally adopted children.

If you have not yet resided together for 12 months, you may submit an Affidavit of Domestic Partnership now and enroll your Domestic Partner once he/she becomes eligible.

Financial Interdependence: In order to prove financial interdependence, you may submit any one of the following:

- Copy of joint mortgage note;

- Copies of statements of joint accounts (e.g., bank accounts, investment accounts);

- Copies of life insurance beneficiary designation naming each of you the beneficiary of the other's life insurance policy;

- Copies of wills indicate that each of you has named the other as a beneficiary under his or her will.

To enroll your Domestic Partner in the medical plan, please complete the Enrollment Form and return it to the Human Resources Administrator of the Diocese.

**AFFIDAVIT OF DOMESTIC PARTNERSHIP**

We \_\_\_\_\_ (name of employee), and

\_\_\_\_\_ (Name of Domestic Partner), certify that:

- We have an intimate relationship;
- We have resided together for at least 12 months and intend to do so permanently;
- We both are at least 18 years of age and are mentally competent to enter into a contract;
- We are not related by blood to a degree of closeness that would prohibit marriage in the state in which we reside were we of the opposite sex;
- Neither one of us is married to someone else;
- Neither one of us currently is in a Domestic Partnership relationship with someone else;
- Neither one of us is in default of support payments in connection with agreements concluding previous marriages or relationships;
- We are mutually responsible for basic living expenses;
- If we reside in a jurisdiction that permits registration of Domestic Partners, we declare that we have registered or will register in that jurisdiction within 31 days from the date of this Affidavit;
- We understand and have considered the possible legal consequences of signing this Affidavit and acknowledge that we do so voluntarily;
- We understand that continuation of medical and dental coverage in the event of death, termination of employment or retirement of the employee is not available to the Domestic Partner or the Domestic Partner's eligible dependent children; and

I, \_\_\_\_\_ (name of employee), further understand that I must notify the Human Resources Administrator of the Diocese of Delaware if this relationship terminates and must file an Affidavit of Termination of Domestic Partnership within 31 days from the date of termination.

We further agree that we both commit to a negotiated agreement of all property and personal interests should one or both of us terminate the relationship. Should this negotiation fail, we agree to a mediation of our differences by a neutral third party who would facilitate a process by which we might achieve a settlement of our mutual agreement. We further agree to binding arbitration of all remaining matters should mediation fail.

We declare that the statements in this Affidavit are true to the best of our knowledge.

Dated: \_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Name of Employee

Dated: \_\_\_\_\_  
Signature of Domestic Partner

\_\_\_\_\_  
Name of Domestic Partner

**AFFIDAVIT OF TERMINATION  
OF DOMESTIC PARTNERSHIP**

I, \_\_\_\_\_ (name of employee), declare and acknowledge as follows:

I request the removal of my Domestic Partner, \_\_\_\_\_  
(Name of Domestic Partner), and his/her eligible dependent children from my medical and/or  
dental coverage effective \_\_\_\_\_.

**OR**

Please be advised that the Domestic Partnership Relationship between me and  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Name of Domestic Partner), ended on  
\_\_\_\_\_.

**OR**

My Domestic Partner \_\_\_\_\_ (Name of Domestic  
Partner) died on \_\_\_\_\_.

I understand that I will not be able to submit another Affidavit of Domestic Partnership for 12  
months from the date of signing this Affidavit of Termination of Domestic Partnership.

Dated: \_\_\_\_\_  
\_\_\_\_\_  
Signature of Employee

cc: {Domestic Partner}

**Appendix E – PERSONNEL EVALUATION FORM**

**Diocese of Delaware  
Annual Performance Evaluation**

**Evaluation of:**  
**By:**  
**Period Covered:**

**Completion of Goals, Tasks, and Work Commitments:**

Achieves goals and agreed-upon objectives on schedule. Readily accepts task assignments or volunteers for them.

**Rating:**

**Client Services:**

Understands the client's needs by demonstrating responsiveness to their inquiries with accurate information, follow-through on commitments, and individual attention.

**Rating:**

**Technical Knowledge and Skills:**

Applies knowledge/skills within relevant area of expertise as required for task completion. Seeks to learn new skills when necessary.

**Rating:**

**Quality of Work:**

Produces complete, accurate, effective and timely work. Reviews all phases of own work to avoid errors.

**Rating:**

**Written and Verbal Skills:**

Expresses ideas and presents information in a well-organized, concise and effective manner.

**Rating:**

**Communication Skills:**

Participates in effective exchange of information, maintains open and effective communication with co-workers.

**Rating:**

**Problem Solving:**

Identifies and anticipates problems and opportunities, secures relevant information, develops and weighs alternative solutions, makes timely and effective recommendations for action. Recognizes when assistance is needed.

**Rating:**

**Team Work:**

Makes productive contributions to achieve group objectives and resolutions of group problems. Shares or provides information and assistance to others. Facilitates and encourages constructive group interaction and information exchange. Solicits review of own work, where appropriate. Seriously considers suggestions and/or recommendations for change.

**Rating:**

**Adaptability:**

Adjusts to unexpected changes with a positive attitude. Develops alternative solutions or courses of action where necessary.

**Rating:**

**Work Habits:**

Displays positive characteristics in the areas of attitude, dependability, motivation, attendance, and punctuality.

**Rating:**

**Discussion by Appraiser:**

**Discussion and Additional Notes by Associate:**





**Appendix G – HOLIDAYS FOR 2009**

Thursday, January 1

Monday, January 19

Friday, April 10

Monday, May 25

Friday, July 3

Monday, September 7

Thursday-Friday, November 26-27

Thursday-Friday, December 24-25

Thursday, December 31

1 personal floating holiday

New Year's Day

Martin Luther King, Jr. Day

Good Friday

Memorial Day

Independence Day Celebrated

Labor Day

Thanksgiving

Christmas Holiday

New Year's Eve