

The Domestic and Foreign Missionary Society of
the Protestant Episcopal Church
in the United States of America

Employee Handbook
New York Addendum

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This is an addendum to The Society’s Employee Handbook (“Handbook”) for all employees located in the state of New York. This addendum is a supplement to the Handbook and is only applicable to The Society’s New York-based employees. Accordingly, the policies and procedures set forth in the Addendum are not applicable to non-New York based employees. Moreover, the policies and procedures set forth in this Addendum are in addition to those set forth in the DFMS Employee Handbook. However, in the event there is a direct conflict between the policies in the Handbook and this Addendum, the policies in this Addendum supersede those in the Handbook. If any provision of this Addendum is inconsistent with applicable law, such provision shall be deemed modified to the minimum extent possible to bring it into compliance with such applicable law.

This Addendum is not a contract of employment and nothing contained herein alters The Society’s status as an at-will employer. Nothing contained in this Addendum creates a contract, express or implied, between The Society and any employee, nor is anything in this Handbook to be construed as an abrogation of The Society’s ability to make decisions regarding clergy. Although The Society intends that the benefits, policies and regulations outlined in this addendum will generally remain in effect, the Society reserves the right to revise, change, add, delete, suspend or discontinue any policy, benefit or provision in this Addendum, with the exception of the policy of at-will employment, which can only be modified in writing in accordance with the requirements of The Society’s Employment At-Will policy. The Society further reserves the right to make such amendments at its sole discretion with or without notice and without obtaining the consent or agreement of other parties.

Employment At-Will

THE SOCIETY IS AN AT-WILL EMPLOYER. THIS MEANS THAT REGARDLESS OF ANY PROVISION IN THE HANDBOOK OR THIS ADDENDUM, EITHER YOU OR THE SOCIETY MAY TERMINATE THE EMPLOYMENT RELATIONSHIP AT ANY TIME, FOR ANY REASON, WITH OR WITHOUT CAUSE OR NOTICE. NOTHING IN THE HANDBOOK OR THIS ADDENDUM OR IN ANY DOCUMENT OR STATEMENT, WRITTEN OR ORAL, SHALL LIMIT THE RIGHT TO TERMINATE EMPLOYMENT AT-WILL. NO EMPLOYEE OR REPRESENTATIVE OF THE SOCIETY IS AUTHORIZED TO ENTER INTO AN AGREEMENT – EXPRESS OR IMPLIED – WITH ANY EMPLOYEE FOR EMPLOYMENT FOR A SPECIFIED PERIOD OF TIME UNLESS SUCH AGREEMENT IS IN A WRITTEN CONTRACT THAT SPECIFICALLY STATES THE SOCIETY’S INTENTION TO ALTER OR MODIFY THE AT-WILL EMPLOYMENT STATUS AND IS SIGNED BY THE EMPLOYEE AND EITHER THE PRESIDING BISHOP, CHIEF OPERATING OFFICER OR EXECUTIVE OFFICER OF THE GENERAL CONVENTION. ADDITIONALLY, THE SOCIETY RESERVES THE RIGHT TO MODIFY EMPLOYEES’ TERMS OF EMPLOYMENT AND BENEFITS, AT ANY TIME, FOR ANY REASON, WITH OR WITHOUT CAUSE OR NOTICE.

NY-403. Family & Medical Leave Act

The Family and Medical Leave Act (“FMLA”) provides eligible employees the opportunity to take unpaid, job-protected leave for certain specified reasons. The purpose of this policy is to provide employees with a general description of their FMLA rights. In the event of any conflict between this policy and applicable law, employees will be afforded all rights required by law. This Policy should not be construed to confer any express or implied contractual relationship or rights to any employee not expressly provided for by FMLA. The Company reserves the right to modify this or any other policy as necessary, in its sole discretion to the extent permitted by law. If you have any questions regarding this policy, contact the Human Resources Department.

A. Eligibility

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

- (1) Have worked for The Society for at least 12 months;¹
- (2) Have worked at least 1,250 hours² during the 12-month period immediately prior to the date when leave would begin; and
- (3) Currently work at a worksite where 50 or more employees are employed by The Society within 75 miles.

B. Types of Leave Covered

To qualify as FMLA leave, the leave must be for one of the following reasons:

- (1) the birth of a child, or to care for a newly-born child;
- (2) the placement of a child with the employee for adoption or foster care;
- (3) to care for an immediate family member (employee’s spouse, child, or parent) with a “serious health condition”;
- (4) the employee’s “serious health condition” that makes the employee unable to perform the functions of the employee’s position;
- (5) Qualifying Exigency Leave to handle certain “qualifying exigencies” arising out of the fact that the employee’s spouse, son, daughter or parent is a “covered servicemember” under a call or order to “covered activity duty” in the Armed Forces (including the National Guard or Reserves); or

¹ The 12-month period need not be consecutive. In certain instances, time worked prior to a break in service may be counted.

² There are special rules regarding the crediting of hours for employees returning to work after fulfilling National Guard or Reserve military obligations.

- (6) Military Caregiver Leave to allow eligible employees to care for a spouse, child, parent, or next of kin who is a “covered servicemember” that sustained a “serious injury or illness”.

C. Definitions

For the purposes of this policy, the following terms have the following meanings:

“**Covered active duty**” includes: 1) any deployment of an Armed Service member to a foreign country; or 2) any deployment of an Armed Service reservist (e.g. a member of the National Guard or Reserves) to a foreign country under a call or order to active duty in a contingency operation as defined in section 101(a)(13)(B) of title 10 of the United States Code. A call to active duty refers to a *federal* call to active duty, and *state* calls to active duty are not covered unless under order of the President of the United States pursuant to certain laws.

“**Covered servicemember**” includes: 1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness that may render him or her medically unfit to perform the duties of the member’s office, grade, rank, or rating; or 2) a veteran of the Armed Forces, including the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy for a qualifying injury or illness that was incurred by the member in the line of duty on activity duty in the Armed Forces (or existed before the beginning of the member’s active duty and was aggravated by service in the line of duty on active duty) if the veteran was a member of the Armed Forces at any time during the period of five (5) years preceding the date on which the veteran undergoes the medical treatment, recuperation or therapy.

“**Next of kin**” of a “covered service member” means the nearest blood relative, other than the covered servicemember’s spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the service member by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered service member has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made, and there are multiple family members with the same level of relationship to the covered service member, all such family members shall be considered the covered service member’s next of kin and may take FMLA leave to provide care to the covered service member, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered service member’s only next of kin.

“**Qualifying exigencies**” may include activities such as: attending certain military events and related activities; arranging for childcare and school activities; addressing certain financial and legal arrangements related to deployment; attending certain counseling sessions; spending time with a covered military member who is on short-term, temporary rest and recuperation leave; addressing issues arising out of short-notice deployment; attending post-deployment activities; and other events that arise from the close family member’s duty under a call or order to active duty,

provided that The Society and the employee agree that such leave shall be a qualifying exigency and agree to both the timing and duration of such leave.

“Serious Health Condition” is an illness, injury, impairment, or physical or mental condition that involves either inpatient care (*i.e.*, an overnight stay) in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee’s job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement includes an incapacity of more than three full calendar days and two visits to a health care provider or one visit to a health care provider and a continuing regimen of care; an incapacity caused by pregnancy or prenatal visits; a chronic serious health condition; permanent or long-term conditions; or absences due to multiple treatments. Other situations may also meet the definition of continuing treatment.

“Serious injury or illness” for a member of the Armed Forces (including a member of the National Guard or Reserves) means an injury or illness incurred in the line of duty while on active duty in the Armed Forces (or that existed before the beginning of the member’s active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) that may render the member medically unfit to perform the duties of the member’s office, grade, rank, or rating. The term “serious injury or illness” for a veteran means a qualifying injury or illness that was incurred by the member in line of duty on active duty in the Armed Forces (or existed before the beginning of the member’s active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran.

D. Amount of Leave Available

An eligible employee can take up to 12 weeks for types of FMLA leaves (1) through (5) above (section B of this policy) during any 12-month period. The Society will measure the 12-month period as a rolling 12-month period measured backward from the date an employee uses any leave under this policy. Each time an employee takes leave, The Society will compute the amount of leave the employee has taken under this policy in the last 12 months and subtract it from the 12 weeks of available leave, and the balance remaining is the amount the employee is entitled to take at that time.

An eligible employee can take up to 26 weeks for the FMLA type of leave (6) above (Military Caregiver Leave) during a single 12-month period. For this Military Caregiver Leave, The Society will measure the 12-month period as a rolling 12-month period measured forward. FMLA leave already taken for other FMLA circumstances will be deducted from the total of 26 weeks available. Military Caregiver Leave applies on a per-injury basis for each servicemember. Consequently, an eligible employee may take separate periods of caregiver leave for each and every covered servicemember, and/or for each and every serious injury or illness of the same covered servicemember. A total of no more than 26 workweeks of Military Caregiver Leave, however, may be taken within any single 12-month period. If an employee does not exhaust his or her 26 weeks of Military Caregiver Leave during this single 12- month period, the remainder is forfeited.

If both spouses work for The Society and each wishes to take leave for the birth of a child, adoption or placement of a child in foster care, or to care for a parent (but not a parent "in-law") with a serious health condition, the spouses may only take a combined total of 12 weeks of leave. If both spouses work for The Society and each wishes to take leave to care for a covered injured or ill servicemember, the spouses may only take a combined total of 26 weeks of leave.

E. Intermittent Leave or Reduced Schedule

Eligible employees may take FMLA leave in a single block of time, intermittently (separate blocks of time), or by reducing the normal work schedule (reducing the employee's usual working hours per workweek or workday) when medically necessary for the serious health condition of the employee or immediate family member, or in the case of a covered servicemember, his or her injury or illness. Eligible employees may also take intermittent or reduced-scheduled leave for military qualifying exigencies. Unless otherwise agreed upon by The Society, Intermittent leave is not permitted for birth of a child, to care for a newly-born child, or for placement of a child for adoption or foster care. When possible, employees who require intermittent or reduced-schedule leave must try to schedule their treatment and leave so that it will not unduly disrupt The Society's operations.

In certain circumstances, The Society may require an employee to transfer temporarily, during the period that the intermittent or reduced schedule leave is required, to an available alternative position (with equivalent pay and benefits) for which the employee is qualified and that better accommodates recurring periods of leave than the employee's regular position.

F. Pay and Benefits During FMLA Leave

1. *Health Insurance Benefits*

If an employee participates in The Society's health insurance plan, The Society will continue the employee's health insurance coverage under any group health plan during FMLA leave at the same level and under the same conditions as if the employee had continued to be at work during the leave period.

Under current Society policy, the employee pays a portion of the employee's health care premiums. The employee is required to contribute the same portion of the premium(s) that the employee would be required to contribute if he/she was not on FMLA leave. While on paid leave, The Society will continue to make payroll deductions to collect the employee's share of the premium. While on unpaid leave, the employee must continue to make this payment, either in person or by mail. Failure of the employee to pay his or her share of the health insurance premium may result in loss of coverage.

If the employee chooses not to return to work for reasons other than a continued serious health condition of the employee or the employee's family member or a circumstance beyond the employee's control, The Society may require the employee to reimburse the company the amount it paid for the employee's health insurance premium during the leave period.

2. Benefits Accrual

During FMLA leave, the employee shall not accrue employment benefits such as vacation pay or sick pay. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of your leave.

3. Use of Paid Leave

FMLA leave on its own is unpaid. The Society requires employees to use their accrued paid vacation and personal leave concurrently with FMLA leave. In addition, The Society requires that employees on FMLA leave for their own serious health condition, the serious health condition of an immediate family member or military caregiver leave also use their accrued sick leave concurrently with FMLA leave. Employees are required to use all accrued paid leave as appropriate before being eligible for unpaid leave of the remaining FMLA entitlement.

The sole exception to this policy is when FMLA leave runs concurrently with leave taken pursuant to a workers' compensation absence or a disability leave plan. To the extent permitted by law, if an employee on FMLA leave is receiving a portion of his/her salary from disability or workers' compensation benefits, at the employee's request, The Society and the employee may agree that the employee's accrued paid leave will be used to supplement the employee's compensation at any amount up to 100% of the employee's regular compensation.

G. Requirements for Requesting Leave

1. Notice

All employees requesting FMLA leave must provide notice of the need for leave to the Human Resources Department. Employees needing Qualifying Exigency Leave must provide notice as soon as practicable, regardless of how far in advance such leave is foreseeable. For all other types of FMLA leave, employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, the employee must provide notice as soon as practicable. As soon as practicable is considered to be the same day the employee becomes aware of the need for FMLA leave or the next business day.

2. Support Documentation

Employees must provide sufficient information for The Society to determine if the requested leave qualifies for FMLA and the anticipated timing and duration of the leave. Sufficient information may include, for example, that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for Military Family Leave. Employees also must inform The Society if the requested leave is for a reason for which FMLA leave was previously taken or certified.

Employees are also required to provide a certification and periodic recertification supporting the need for leave. Employees must provide certification to support a request for Qualifying Exigency

Leave and medical certification supporting the need for leave due to a Military Caregiver Leave and for Basic Leave because of a serious health condition affecting themselves or an immediate family member. Certification must be provided within 15 calendar days of The Society's request to provide the certification (additional time may be permitted in some circumstances). If an employee fails to provide this certification, The Society may delay the commencement of FMLA leave, withdraw any designation of FMLA leave or deny the leave, in which case the employee's leave of absence would be treated in accordance with The Society's attendance policies, subjecting the employee to discipline up to and including termination.

Second or third medical opinions and periodic re-certifications may also be required. In addition, periodic reports are required as deemed appropriate during the leave regarding the employee's status and intent to return to work.

3. Reporting Absences

Unless otherwise agreed to by The Society, employees are expected to comply with The Society's procedures for reporting absences, in accordance with Handbook Policy No. 503 ("Attendance, Absenteeism, & Tardiness").

Failure to comply with any of the foregoing Requirements for Requesting Leave may result in delay or denial of leave, or disciplinary action, up to and including immediate termination. Providing false or misleading information or omitting material information in connection with an FMLA leave will also result in disciplinary action, up to and including immediate termination.

H. Designation of FMLA Leave

Absent extenuating circumstances, Human Resources will notify an employee in writing of his or her eligibility for FMLA leave within 5 business days after the employee submits the appropriate FMLA certification form. Should an employee be eligible for FMLA leave, The Society will provide him or her with a notice that specifies any additional information required as well as the employee's rights and responsibilities. If employee is not eligible, The Society will provide a reason for the ineligibility. The Society also will inform an employee if his or her leave will be designated as FMLA leave and, to the extent possible, the amount of leave counted against the employee's FMLA leave entitlement. If The Society determines that the leave is not FMLA protected, The Society will notify the employee.

I. Conclusion of FMLA Leave

The Society may require an employee to present a certification of fitness to return to work when the absence was caused by the employee's serious health condition. This certification is required to address whether the employee can perform the essential functions of his or her job. If the employee fails to provide the requested fitness-for-duty certification to return to work, The Society may delay restoring the employee to his or her position until he or she submits such certification.

Upon returning from FMLA leave, eligible employees will typically be restored to their original job or a job with equivalent status, pay, benefits and other employment terms and conditions. The

Society may choose to exempt certain key employees from this requirement and not return them to the same or similar position.

Any employee who fails to return to work as scheduled after FMLA leave or exceeds the 12-week FMLA entitlement (or in the case of military caregiver leave, the 26-week FMLA entitlement), will be subject to The Society's standard leave of absence and attendance policies. This may result in termination if the employee has no other leave available or fails to report such absences. Likewise, following the conclusion of your FMLA leave, the Company's obligation to maintain your group health plan benefits ends (subject to any applicable health care coverage continuation rights).

J. Concerns

The FMLA makes it unlawful for any employer to interfere with, restrain, or deny the exercise of any right provided under FMLA, or discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA. The FMLA does not affect any federal or state law prohibiting discrimination, or supersede any state or local law or collective bargaining agreement which provides greater family or medical leave rights.

The Society encourages employees to bring any concerns or complaints about compliance with FMLA to the attention of the Human Resources Department, however, employees may file a complaint with the U.S. Department of Labor or bring a private lawsuit against an employer.

NY-410. New York State Paid Family Leave Act

The New York Paid Family Leave Benefits Law provides eligible employees with up to 12 weeks of job-protected paid family leave (PFL). The purpose of this policy is to provide employees with a general description of their PFL rights. In the event of any conflict between this policy and applicable law, employees will be afforded all rights required by law.

This Policy should not be construed to confer any express or implied contractual relationship or rights to any employee not expressly provided for by PFL. The Society reserves the right to modify this or any other policy as necessary, in its sole discretion to the extent permitted by law. If you have any questions regarding this policy, contact the Human Resources Department.

A. Eligibility

- (1) Employees regularly working 20 or more hours per week become eligible for PFL after having worked 26 or more consecutive weeks;
- (2) Employees that regularly work fewer than 20 hours over week become eligible for PFL after the 175th day worked.

B. Types of Leave Covered

The following life events qualify for PFL leave:

- (1) To participate in providing care for a family member (including a child, stepchild, parent, stepparent, parent-in-law, grandparent, grandchild, spouse, domestic partner, biological sibling, adopted sibling, half-sibling or stepsibling) with a serious health condition (i.e., an illness, injury, impairment, or physical or mental condition that involves (a) inpatient care in a hospital, hospice, or residential health care facility, or (b) continuing treatment or supervision by a health care provider);
- (2) During the first 12 months following the birth, adoption, or fostering of a child (including the children of a domestic partner and stepchildren) – however, if both parents are employees of the Society, only one parent will be allowed to take PFL at a time; or
- (3) Because of any qualifying exigency arising from military duty of the employee’s spouse, domestic partner, child, or parent (i.e., making alternative child-care arrangements for a child of the deployed military member, attending certain military ceremonies and briefings, and making financial or legal arrangements to address the military member’s absence.).

C. Amount of Leave Available

PFL leave available will be up to 12 weeks in any rolling 12-month period measured backward from the date an employee uses any leave under this policy. Effective January 1 of each succeeding year, eligible employees can take up to 12 weeks of PFL in any rolling 12-month period at 67% of their weekly wage (capped at 67% of the state average weekly wage).

D. Benefits and Pay During PFL

1. *Health Insurance Benefits*

If an employee participates in The Society’s health insurance plan, The Society will continue the employee’s health insurance coverage under any group health plan during FMLA leave at the same level and under the same conditions as if the employee had continued to be at work during the leave period.

If, under current Society policy, the employee pays a portion of the employee’s health care premiums, the employee is required to contribute the same portion of the premium(s) that the employee would be required to contribute if he/she was not on PFL leave. While on paid leave, The Society will continue to make payroll deductions to collect the employee’s share of the premium. While on unpaid leave, the employee must continue to make this payment, either in person or by mail. Failure of the employee to pay his or her share of the health insurance premium may result in loss of coverage.

If the employee chooses not to return to work for reasons other than a continued serious health condition of the employee's family member, other qualifying life event, or a circumstance beyond

the employee's control, The Society may require the employee to reimburse the company the amount it paid for the employee's health insurance premium during the leave period.

2. Benefits Accrual

During PFL leave, the employee shall not accrue employment benefits such as vacation pay or sick pay. Use of PFL leave will not result in the loss of any employment benefit accrued prior to the commencement of leave.

3. Use of Paid Leave

PFL is paid leave at a percentage of an employee's weekly rate up to a maximum percentage of New York State weekly wage. To the extent permitted by law, if an employee on PFL leave is receiving a portion of his/her salary from the program benefits, at the employee's request, The Society and the employee may agree that the employee's accrued paid leave will be used to supplement the employee's compensation at any amount up to 100% of the employee's regular compensation.

E. Requirements for Requesting Leave

The requirements for requesting leave mirror those set forth under the Family & Medical Leave Act leave, outlined in NY-403., Section G., which requests 30 days' advance notice when the need is foreseeable, and as soon as practicable if unforeseen and unplanned. Please refer to the guidelines set forth in that policy.

F. Conclusion of PFL Leave

Upon returning from PFL leave, eligible employees will be restored to the position held at the commencement of the leave, or a comparable position with equivalent pay, benefits, and other employment terms and conditions.

NY-0001. Statutory Short-Term Disability

All Society employees working in a jurisdiction in which statutory short-term disability coverage is required are covered by statutory short term disability laws and, therefore, employees will receive short-term disability benefits when they satisfy applicable eligibility criteria.

Organ & Bone Marrow Donation Leave

NY-0002. Organ & Bone Marrow Donation Leave

The Society provides organ and bone marrow donation leaves in compliance with federal and state regulations. If you are interested in such leave, please contact the Human Resources Department.

NY-0003. Blood Donation Leave

Each employee who, on average, works 20 or more hours per week, is entitled to 1 leave period per calendar year of up to 3 hours duration during the employee's regular work schedule to donate blood. Employees wishing to donate blood must provide notice to The Society at least 3 working days prior to the date on which the employee will be donating blood.

Further, employees who fill positions essential to The Society's operation may be required to give additional notice, not to exceed 10 working days, where such notice is necessary to enable The Society to cover the position during the employee's leave. If, however, an employee experiences an emergency requiring that he or she donate blood for his or her own surgery or that of a Family member, and it is not possible for the employee to provide the required notice, the employee shall provide as much notice as possible under the circumstances. Employees must provide proof of their blood donation in the form of notice of blood donation or a good faith effort at blood donation from the blood bank or some other proof sufficient for the purpose.