



F I R S T
UNITARIAN UNIVERSALIST SOCIETY OF SYRACUSE

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Personnel Policy and Procedure Manual

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I. STATEMENT OF PURPOSE

The Board of Trustees (BOT) of the First Unitarian Universalist Society of Syracuse (referred to herein as “First UU”), located in Syracuse, NY has approved and authorized this Personnel Policy and Procedure Manual to help its employees understand the policies and procedures of the Society. As an employee of the Society, we ask that you familiarize yourself with the contents of this manual.

This Personnel Policy and Procedure Manual applies to all paid employees, whether full-time or part-time, exempt or nonexempt, salaried or hourly. The exception to this is ordained ministers in preliminary or final fellowship with the Unitarian Universalist Association (UUA) who are called by vote of the congregation or hired for interim ministry services.

The procedures and policies described in this manual, will be applied consistently. However, not every employment situation can be anticipated; therefore, this manual provides an overview only.

First UU, reserves the right to amend, supplement, or rescind any provisions of this Personnel Policy and Procedure Manual, as it considers appropriate. The Society will maintain a copy of the latest version of this manual in the Society office and will provide employees with notice of changes as they occur. However, the failure in any given instance to provide such notice will not affect the application of such policies as most recently amended.

This Personnel Policy and Procedure Manual supersedes all previous employment policies, whether written or oral, expressed or implied. If any provisions of this Manual are found to be invalid or unenforceable, the remaining provisions will remain in full force and effect.

If an employee has questions or comments about this Personnel Policy and Procedure Manual, or if they desire more information, the employee is requested to ask the Minister or the BOT President or Vice President. An effort will be made to answer any such questions accurately and carefully. However, if the answer appears to be inconsistent with the terms of this Manual, the employee should request a meeting with the Minister and the BOT President. In any instance where an oral explanation is inconsistent with the plain meaning of the policies set forth in this Manual, the Manual, as so written, will apply.

II. EMPLOYMENT POLICIES AND PRACTICES

A. Employee-at-Will Status

All employees of First UU are considered to be “employees-at-will”. This means the employee is authorized to resign his or her position at any time and the Society is authorized to terminate the employee’s employment status at any time. Nothing in this Manual, or in any other written or unwritten policies and practices of the Society, creates an expressed or implied contract, promise, or representation between the Society and any employee, or alters the employee-at-will standard. A change from the employee-at-will status can only be made by a written contract or agreement expressly granting a different, contractual status.

B. Equal Employment Opportunity

First UU, is committed to equal employment opportunity for all individuals. Decisions about recruiting, hiring, training, promotions, compensation, benefits, and all similar employment decisions must be made in compliance with all federal, state, and local laws and without regard to race, color, religion, sex, national origin, sexual orientation, gender identity, age, or disability. Any discrimination in the workplace based upon any protected classification is illegal and against policy.

Retaliation against individuals who make a claim of discrimination or who participate in the investigation of such a claim is prohibited by this policy and will not be tolerated.

C. Employment Authorization

Federal law requires that prospective employees show proof of eligibility to work in the United States in the position for which they are applying. When applicable, an employee must provide an original document or documents to the BOT President or Vice President that establishes identity and employment eligibility from the date employment begins.

D. Employment Classifications

For purposes of determining the applicability of various policies, procedures, and benefits, employees are classified by the nature of the position to which they are assigned and by their regular work schedule.

Employees who are employed in positions that are an essential part of the ministry of this congregation are “exempt” employees.

In addition, employees who are expected to work less than 6 months, and who are not otherwise contracted with or to the Society, are considered temporary employees.

E. Hiring Procedures-Recruitment

- **The Minister**- In accordance with the constitution, the First UU Board of Trustees (BOT), after consultation with the Congregational Relations Committee (CRC), shall appoint a search committee.
- **The Lifespan Faith Development Director (LFDD)**- The BOT, after consultation with the Lifespan Faith Development Committee, shall appoint a search committee.

- **The Music Director**-The Music and Worship Ministry and the Minister shall serve as the search committee.
- **The Administrative Assistant**-The Minister and the President of the Society shall serve as the search committee.
- **The Custodian**-The Facility Team Chairperson and the Minister shall serve as the search committee.
- All appointments must be approved by the BOT. A member of the Finance Team shall be an ex-officio member of all search committees.

F. Separation from Employment-

Non-exempt employees are expected to give at least 2 weeks written notice of resignation in order for the Society to find a suitable replacement. Exempt employees are expected to give 12 weeks written notice of resignation.

If the expected notification is not given or when termination of employment is due to misconduct or failure to perform assigned duties, the employee will forfeit all unused Paid Time Off (PTO).

Employees are expected to complete a confidential exit survey and are entitled to an exit interview with a member of the CRC and the BOT President.

G. Termination

Termination notice shall be given only after the Chairperson of the Finance Team and the President of the BOT have reviewed the contract to see that no breach of contract exists.

Upon termination a letter of termination signed by the BOT President shall be forwarded to the employee.

A member of the CRC shall conduct an exit interview with the employee. The interview shall provide an opportunity to receive feedback from the employee and include a review of the termination procedures and benefits. This will be documented and retained in the employee's personal file.

H. Annual Review

The goal of First UU is to provide each employee with a working environment that is safe, efficient, motivating, and conducive to success. The goal of each employee is to fulfill the mission and vision of the Society in performance of their job. An exchange of honest feedback during an annual review allows the employee, the Minister, and the Society to make improvements that benefit both the employee and First UU. A review will be scheduled at least once each year by the employee's supervisor.

I. Annual Work Agreement/Contracts

An annual work agreement (contract) between the employee and First UU, includes (where applicable) employment classification, amount of pay/salary, payroll deductions, hours of work, chosen insurance, retirement benefits, accrual of paid time off (PTO), and performance goals for the year. Sections III and IV of this Manual contain information on salary/pay and benefits.

The Finance Team in consultation with the Minister drafts the contract or letter of employment agreement. Both require BOT approval. A signed copy is given to the employee and the original is placed in the employee's personnel file.

Salary increases can be recommended to the Finance Team by the Minister.

The Finance Team chairperson informs the Bookkeeper, the Treasurer, the employee and the Minister, in writing, of payroll specifics.

J. Professional Behavior

Employees should maintain a professional attitude and appearance that is appropriate to their position and First UU.

K. Attendance and Punctuality

Employees are expected to be prompt and regular in their attendance at work. All scheduled absences must be approved in advance by the Minister. An employee who is unable to report to work at the scheduled time must call the Minister as soon as possible to report the absence and the expected time of return to work. If the employee expects to be absent the following day, she or he should state that at the time of the initial call. An employee must call in each day they are absent, unless otherwise authorized.

Unscheduled absences (for example, an extended lunch break or leaving work early) must be approved by the Minister or the employee's supervisor.

An employee who is absent for 3 consecutive days without notifying the Minister or who fails to report to work on or before the expiration of a leave, will be deemed to have resigned, consistent with applicable law.

L. Conduct and Disciplinary Guidelines

Certain guidelines must be observed by all employees to protect the integrity of First UU. Violations may result in disciplinary measures, including verbal warnings, written warnings, or termination.

Engaging in any of the following examples of unacceptable conduct may result in disciplinary actions. These examples are intended only as a guide and are not all-inclusive:

- Failure to perform work in a manner acceptable to the Society
- Absenteeism or tardiness
- Leaving work without permission
- Failure to report absences as required
- Sexual harassment or other harassment as described in this Manual
- Use, possession, or sale of, or being under the influence of, alcohol or illegal substances while working or while on First UU premises (including during meals and breaks)
- Storage of unauthorized alcohol, illegal drugs, or drug-related paraphernalia on First UU premises
- Unauthorized possession of weapons

- Disclosure of confidential information
- Smoking anywhere in the building
- Failure to report on-the-job injuries
- Failure to accurately complete, or permitting another person to complete, their time sheet or other documentation of time worked
- Arrest or conviction for criminal offenses that are job related, including those that may affect the employee's ability to perform their job
- Theft or dishonesty
- Falsifying records or information
- Misuse or unauthorized manipulation of any computer or electronic data processing equipment or systems
- Taking Society property without paying for it or without permission
- Reckless, careless, or unauthorized use of Society property, equipment, or materials
- Violation of any other First UU policy

M. Sexual Harassment

Sexual harassment is prohibited and will not be tolerated. Sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, constitute sexual harassment when:

- Submission to the conduct is made either explicitly or implicitly a term or condition of employment.
- Submission to or rejection of the conduct is used as a factor in employment decisions affecting the individual.
- The conduct unreasonably interferes with an individual's employment or creates an intimidating, hostile, or offensive employment environment.

Examples of conduct that may constitute sexual harassment, depending on the circumstances, include, but are not limited to, the following:

- Repeated and unwelcome suggestions, or invitations to, social engagements or events.
- Any indication, expressed or implied, that any condition of employment depends or may depend on the granting of sexual favors or on a willingness to accept or tolerate conduct or communication of a sexual nature.
- Physical proximity or physical contact that is of a sexual nature or sexually motivated and that is unwelcome or coerced.
- The deliberate use of offensive or demeaning terms that have a sexual connotation.
- The use of inappropriate remarks of a sexual nature.

An employee who believes they have been sexually harassed by another employee, an Officer of the Society, or any other person encountered in the course of employment, should report that conduct immediately to the Minister or in the absence of the Minister the BOT President or Vice President. The Minister will work in consultation with the CRC to help resolve this. If the complaint is against the Minister, the employee should notify the BOT president and the BOT President should contact the UUA regional staff.

Retaliation or reprisal against employees who report sexual harassment claims is prohibited and will not be tolerated. Any violation of this policy will be treated as a serious matter and will result in disciplinary action, up to and including termination of employment.

N. Other Harassment

Harassment of any kind is prohibited and will not be tolerated. Conduct is considered harassment when it:

- Has the purpose or effect of creating an intimidating, hostile, or offensive work environment.
- Has the purpose or effect of unreasonably interfering with an individual's work performance.
- Otherwise adversely affects an individual's employment opportunities.

Examples of conduct that may constitute harassment, depending on the circumstances, include, but are not limited to, the following:

- Epithets or slurs
- Threatening or intimidating acts
- Unwelcome or coerced physical proximity or physical contact
- Written or graphic material
- Written (including social media postings), verbal, or physical acts that purport to be jokes or pranks

Hostility or aversion toward an individual because of their race, color, religion, sex, national origin, age, disability, or any other classification protected by law, or, because of sexual orientation or gender identity, whether or not protected by law, is prohibited.

An employee who believes they have been harassed by another employee, an Officer of the Society, or any other person encountered in the course of employment, should report that conduct immediately to the Minister or in the absence of the Minister the BOT President or Vice President. The Minister will work in consultation with the CRC to help resolve this. If the complaint is against the Minister, the employee should notify the BOT president and the BOT President should contact the UUA regional staff.

Retaliation or reprisal against employees who report harassment claims is prohibited and will not be tolerated. Any violation of this policy will be treated as a serious matter and will result in disciplinary action, up to and including termination of employment.

O. Communication and Problem Resolution

Open and direct communication is necessary for maintaining positive relationships among staff members and between staff members and the congregation.

Disagreements are most satisfactorily settled by speaking directly to the person or persons with whom you disagree.

If direct communication is unsuccessful in resolving a problem, speak to a member of the CRC who can serve as a consultant in working out the relationship.

The CRC serves as ombudsman for staff members to facilitate communication and a process for problem resolution.

P. Resolution of Other Employee Concerns and/or Grievances

Employees are requested to present any concerns or grievances to their supervisor and to discuss with their supervisor the problem, applicable rules or policies, and possible resolution. If discussion with the supervisor does not resolve the matter to the employee's satisfaction, the employee should submit the concern or grievance in writing to the CRC.

Q. Internet Policy

First UU provides internet access (including e-mail) to certain employees to assist and facilitate business communications and work-related research. Internet access is to be used only for legitimate business use, although occasional and limited use of this access for personal or other purposes is permitted. All materials, information, and software created, transmitted, downloaded, or stored on the Society's computer system are the property of First UU and may be accessed only by authorized personnel.

Inappropriate use of the internet includes, but is not limited to, the following:

- Transmitting obscene, harassing, offensive, or unprofessional messages/images.
- Displaying, downloading, or distributing any offensive or inappropriate messages/images including those containing racial slurs, sexual connotations, or offensive comments about race, color, religion, sex, national origin, age, disability or any other classification protected by law, or about sexual orientation or gender identity, whether or not protected by law.
- Transmitting any of the Society's confidential or proprietary information, including member/friend data or other materials covered by any confidentiality policy adopted by the Society (including, without limitation, personnel records).

First UU reserves the right to monitor employee use of the e-mail system and the internet at any time, including the right to access and read any information in the e-mail system, with or without prior notice. Employees should not consider their internet usage or e-mail communications to be private. Personal passwords (if used) are not an assurance of confidentiality, and the internet itself is not secure.

Any software or other material downloaded into the Society's computers may be used only in ways consistent with the licenses and copyrights of the vendors, authors or owners of the material.

Only authorized employees may communicate on the internet on behalf of First UU. Employees may not express opinions or personal views that could be misconstrued as being those of First UU. Any violation of this policy may result in disciplinary action, up to and including termination of employment.

R. Confidentiality

Employees may have access to confidential information about First UU, including, but not limited to, information about members, friends, and other employees. Such information must remain confidential and may not be released, removed from the Society's premises, copied, transmitted or in any other way used for any purpose by employees outside the scope of their employment. All requests for information concerning past or present employees received from organizations or individuals should be directed to the Minister.

S. Conflicts of Interest

A conflict of interest is defined as a conflict, or the appearance of a conflict, between private or non-Society interests and the work responsibilities of an employee.

Conflicts of interest include, but are not limited to, the following:

- Financial Interest – An employee receives personal gifts or loans from a third party dealing or competing with First UU; an employee has any kind of financial interest in any third party dealing with First UU.
- Personal Interest – An employee supervises another employee who is a relative. A “relative” is defined as a spouse, significant other/partner, domestic partner, parent, sibling, child, grandparent, grandchild, aunt, uncle, cousin, or any in-law.
- Professional Interest – An employee is holding office for, serving on the board of, participating in management of, or being otherwise in service to or employed by any third party, and the needs and mission of that organization conflict with the duties and responsibilities of the employee.

An employee with a conflict of interest has a duty to disclose that conflict and not participate in any decisions pertaining to that matter.

A relative of an employee may, in rare and unusual circumstances, be considered for employment by First UU, but relatives may not supervise one another.

T. Outside Employment

Employees shall not engage in any collateral employment or business activity that is incompatible or in conflict with their duties, functions, or responsibilities as an employee of First UU. Activities that may constitute a conflict include use of the Society's time, facilities, equipment or supplies, or the use of the title, prestige or influence of the congregation for private gain or advantage.

An employee shall not engage in any outside activity which, by its nature, hours, or physical demands, would impair the employee's performance of First UU duties, would reflect discredit on the Society, or would tend to increase First UU's payments for sick leave, worker's compensation benefits, or long term disability benefits.

U. Personnel Records

All personal information that was provided to First UU at the time of hire must be kept up-to-date by the employee. This information is essential for benefits administration, mailing information to the employee's home, and contacting friends or family in case of emergency. Employees should promptly notify the Minister of changes (as applicable) in:

- Address and telephone number
- Personal e-mail address
- Marital status (including legal separation)
- Name
- Dependents
- Beneficiaries
- Emergency contacts
- Licensing or education

The Minister will promptly make any updates to personnel records.

III. WAGE AND HOUR ADMINISTRATION

A. Hours of Work

For exempt employees, the number of hours of work per week will be determined by the Society and will be stated in the employee's annual contract. An exempt employee's weekly work schedule will be determined by his or her supervisor in consultation with the employee and the Minister. An exempt employee will not receive overtime pay when he or she works in excess of their contracted hours during any week, but may adjust his or her hours to compensate for differing workloads from week to week.

For non-exempt employees, the number of hours of work per week will be determined by the Society. The employee's weekly work schedule, including legally required work breaks, will be set by the employee's supervisor and will be stated in the employee's annual contract. However, individual work schedules may change if the needs of the Society change. Attendance at meetings at the request of the employee's supervisor or the Minister is considered time worked.

B. Timekeeping and Overtime

The Society will maintain an appropriate system for keeping accurate records of time worked by non-exempt employees. As part of this responsibility, the employee's supervisor will establish procedures for work breaks and time off for lunch or other meals during the working period as required by New York State law.

If a non-exempt employee works in excess of 40 hours during any week, the employee will be compensated at a rate of time and one half. Non-exempt employees are not permitted to work more than 40 hours per week without prior written approval from their supervisor.

Exempt employees do not receive overtime pay.

C. Pay and Payroll Deductions

The amount of wages or salary and the schedule of paychecks will be stated in the employee's yearly contract.

Deductions made from employees' wages will be stated on the stubs of their paychecks. Federal and state law requires deductions from pay for income tax. Federal law also provides for deductions for Social Security and Medicare. Other deductions may include wage garnishments. Some deductions are optional and are made only if the employee has authorized the deduction.

Employees are responsible for promptly notifying the Minister of any changes to or errors in their deductions. Any necessary adjustments will be made and reflected in the employee's next paycheck.

IV. EMPLOYEE BENEFITS

A. Eligible Employees

Employees working the equivalent of 20 or more hours per week are eligible for employee benefits. Temporary or contract employees are not eligible for employee benefits, except those required by law. Employees working less than 20 hours per week are not eligible for employee benefits, except those required by law.

B. Insurance Programs

Workers Compensation: The Society provides workers compensation coverage for all employees, including temporary employees, as mandated by the State of New York. All on-the-job injuries or illnesses, regardless of severity, should be reported immediately to the Minister. Employees may be required to provide a physician's statement in order to receive workers compensation benefits or to return to work.

Health Care Insurance: First UU provides optional individual health care insurance to eligible employees and pays 80% of health care insurance premiums. Individual health care insurance is provided through the plan offered by the Unitarian Universalist Association of Congregations. (<http://uua.org/careers/compensation/group/index.shtml>)

Life, Dental, and Vision Insurance: Life, dental, and vision insurance can be purchased by eligible employees through the UUA insurance program, subject to its conditions.

Long Term Disability Insurance: First UU participates in the UUA's long term disability insurance program for eligible employees. Eligible employees must enroll in the long term disability insurance program within the first 30 days of employment.

C. Retirement Plan

The Unitarian Universalist Association of Congregations maintains a defined-contribution qualified retirement plan to assist eligible employees in accumulating tax-deferred savings for retirement. In order to be eligible for the Society to contribute retirement benefits, an employee must work at least half time and have worked for a UUA organization a minimum of 1 year.

First UU in this case contributes an amount that is equal to 10% of the eligible employee's salary, and the employee has the option of making additional voluntary contributions on a pre-tax basis. Employees working less than 20 hours a week may make voluntary contributions on a pre-tax basis to this plan.

D. Holidays

First UU will provide the following paid holidays to eligible employees each year:

New Year's Day

Martin Luther King Day

Memorial Day

Fourth of July

Labor Day

Thanksgiving Day

Winter Holiday (on or near December 25)

If an observed holiday falls on a regularly scheduled day off, the Minister will assign the day it is observed each year and will communicate that date to the employees annually.

An alternative day off may be substituted for any of the above holidays, provided the employee requests the change and the Minister determines that the substitution will serve the best interests of the Society as well as meeting the needs of the employee. Any such arrangement must be approved in writing prior to the designated holiday.

E. Paid Time Off (PTO)

Paid Time Off (PTO), provides eligible employees with flexible time off for vacation, personal or family illness, medical appointments, school, volunteer work, and other activities chosen by the employee.

The amount of an employee's PTO is specified in his or her annual contract. PTO is accrued and recorded on a monthly basis.

PTO must be used within 13 months after it was earned. The Society encourages employees to use their PTO before it expires. PTO used is subtracted from the oldest unexpired accrued PTO.

PTO must be scheduled and approved in advance by the employee's supervisor unless it is required for unexpected illness or emergency. Unscheduled absences should be kept to a minimum.

For employees scheduled to work Sundays, at least a 30 day notice must be given to the employee's supervisor for discretionary use of PTO, when it is anticipated that one or more Sundays will be missed. For other discretionary uses of PTO, 1 week notice must be given.

Employees who use PTO for illness or injury for 3 or more consecutively scheduled work days may be required, at the discretion of the Minister, to present a medical release permitting them to safely return to work.

All allocated PTO must be used prior to the start of unpaid leave (see Section F).

Employees who take personal time off beyond their allocated PTO will not be paid for that time off. Unapproved use of unpaid time off may result in disciplinary action up to and including termination.

Employees who resign from their position with the required advance notice will receive a payout of any unused, earned PTO. Employees terminated for cause will not receive a payout of unused, earned PTO.

F. Leave of Absence

The following benefits are available only to eligible employees.

Bereavement Leave: In the event of death that occurs in the employee's immediate family, the Minister may grant bereavement leave to be taken with pay, not to exceed 5 consecutive days. "Immediate family" includes parent, spouse/partner/significant other, brother, sister, son, daughter, grandparent, grandchild, parent-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, other relatives, or another member of the employee's household. If an employee has more than one incident of bereavement in the same year, he or she may request the approval of the Minister of a second leave of absence.

Jury Duty: Employees called to jury duty or witness duty will be paid their regular salary for all court-approved days for a period not to exceed 10 working days per year. The Minister should be notified immediately by the employee upon notice of selection by the court. The employee must report for work as scheduled when on stand-by status or when otherwise excused as a juror during working hours.

An employee who is party to a legal action will not be granted paid leave under this section.

Military Leave: Unpaid leave for military reserve duty will be granted.

Disability Leave: Unpaid leave may be granted by the Minister in extraordinary circumstances when an employee is unable to work and has used all available PTO. The maximum duration of unpaid leave will not exceed 90 days minus PTO already used. Employees unable to perform their duties for 90 days will automatically be separated from employment with the Society.

V. OTHER EMPLOYEE POLICIES

A. Media Inquiries

All requests for information about First UU from print, internet, television, or radio media should be directed to the Minister or in the absence of the Minister the BOT President. An appropriate response to a media inquiry would be, "I'm not the best person to answer that question. May I contact the appropriate person and have that individual get back to you?" In the event any such inquiry is made when the Minister is not available, media inquiries should be directed to the BOT President.

B. Safety and Accidents

The Society's employees are expected to abide by accepted safety standards at all times as outlined in the First UU Safe Congregation Manual. First UU asks that employees know the whereabouts of fire extinguishers and first aid kits.

Any unsafe condition, equipment, or practice observed by an employee should be reported immediately to the Minister.

C. Personal Property

First UU cannot be responsible for damage to or loss of personal property in or on Society property. Employees should report any lost items to the Minister so that the item can be returned if it is found. If an employee finds an item, it should be immediately turned in to the Office Administrator or the Minister.

D. Inspection Rights

The Society has on its premises storage facilities such as desks, file cabinets, closets, and storage areas for the use of employees. The Society can make no assurances that these storage facilities will always be secure.

First UU reserves the right to open and inspect any desk, file cabinet, storage closet, or storage area at any time and without prior notice or consent. Employees may not use personal locks on First UU owned desks, cabinets, closets, or storage areas.

E. Mileage Reimbursement

The Society Administrative Assistant is entitled to reimbursement for mileage associated with the performance of their duties according to the IRS per mile rate. To receive reimbursement, the employee must provide, on a quarterly basis, an itemized account of errands and miles to the First UU Treasurer.