

POLICY MANUAL
GRAND CANYON SYNOD – ELCA
August 2008

INTRODUCTORY STATEMENT

This Personnel Policy Manual applies to all non-rostered employees of the Grand Canyon Synod – ELCA and is intended to provide guidelines and summary information about the synod's personnel policies, procedures, benefits, and rules of conduct. This Policy Manual is not a contract, nor does it create any legally enforceable obligations on the part of the synod or its employees. This policy manual does not create any duty or cause of action against this synod not otherwise provided by law.

It is important that all non-rostered employees read, understand, and become familiar with this manual and comply with the standards that have been established. The synod reserves the right to modify, supplement, rescind, or revise any policy, benefit, or provision from time to time, with or without notice, as it deems necessary and appropriate. The information in this manual supersedes and replaces all previously approved personnel policies, benefits, and rules of conduct.

PART I - EMPLOYMENT

EMPLOYMENT-AT-WILL AGREEMENT

Employment is determined by the mutual consent of the employee and the synod, as represented by the synod council. Both the employee and the synod have the option to terminate the employment relationship at any time, with or without cause. This employment-at-will agreement constitutes the entire agreement between the employee and the synod on the subject of termination and it supersedes all prior agreements. Other synod policies and procedures may change from time to time; however, this employment-at-will agreement will remain in effect throughout the employee's employment with the synod. This employment-at-will agreement may not be modified by any oral or implied agreement. Every non-rostered employment shall be considered as being month-to-month in duration, unless a specific term period is agreed to in writing at the beginning of the employment and approved by the synod council. In no event shall a non-rostered employment be considered for a specific period by reason of an annual compensation figure, payment frequency, or implied period of duration, including by reason of any express or implied promise, representation or understanding. All non-rostered staff serve at the discretion of the synod council at the recommendation of the bishop and the executive committee.

EQUAL EMPLOYMENT OPPORTUNITY

The synod organization is committed to equal employment opportunity for all **individuals**, without discrimination based upon race, ancestry, national origin, sex, age, physical disability, veteran status, marital status or sexual orientation to the extent

required by law. The synod expects all employees to show respect, demonstrate sensitivity, and maintain integrity toward all other employees and official representatives of the synod. Each employee is expected to demonstrate a commitment to the synod's equal opportunity and fair treatment objectives. Violation of this policy may result in disciplinary action, up to and including possible termination.

IMMIGRATION REFORM AND CONTROL ACT OF 1986

The synod is committed to full compliance with federal immigration laws and will not knowingly hire or continue to employ anyone who does not have the legal right to work in the United States. As an ongoing condition of employment, employees are required to provide documentation verifying identity and legal authority to work in the United States. It is the employee's responsibility to notify the employer of any change in employment status in a timely manner.

NON-SMOKING WORK ENVIRONMENT

Employees and representatives of the synod are not permitted to smoke in the synod buildings and offices. This pertains to the main, as well as the annex meeting rooms. If an employee wishes to smoke, he/she must smoke outside.

INTERVIEW AND APPROVAL PROCESS

Employment for all non-rostered employees will be at the recommendation of the bishop and the executive committee and approved by the synod council. For non-rostered staff positions, whether part-time or full time, initial interviews will be conducted by an immediate supervisor for the position, followed by an approval interview by the bishop. The decision to hire a particular non-rostered employee shall be in the discretion of the bishop, with advice and consent of the executive committee in writing.

A condition of employment for all positions may include a clear criminal background check, a negative drug test performed by a licensed medical facility, and a signed copy of the "Employee Statement of Acknowledgement," which is attached to this policy manual. The employee consents, as a condition of employment, to any reasonable investigation that the synod may choose to make into the background of the prospective employee.

PERSONNEL OFFICER AND COMMITTEE

The bishop is designated as the Personnel Officer and will coordinate administrative practices relating to personnel, maintaining consistency and equity in dealing with employees of this synod. The Personnel Officer has the discretion to supervise and manage those employees of the synod for which the synod is responsible, and to make recommendations to the executive committee for all personnel actions involving such employees, such as hiring, firing, terms of employment, compensation and other benefits.

The executive committee serves as a resource to the Personnel Officer and provides counsel and oversight to the administrative practices relating to personnel. Any exceptions to personnel policy must have the prior input and recommendation of the executive committee and written approval prior to policy changes. Members of the executive committee shall not be related to current staff. The executive committee shall annually review the positions, titles, and organizational structure of the administration. No new position should be created and filled without prior executive committee approval.

In the event of any personnel matter in which the bishop may be directly involved or affected by the resolution of the matter, the bishop shall immediately refer the matter to the executive committee for all action, except in the event of an immediate emergency which has the substantial likelihood of imminent bodily harm to any representative or staff member of the synod.

EMPLOYMENT OF RELATIVES

Relatives of employees will receive the same consideration as any other applicant for a job opening and will not be accorded preferential treatment in employment matters. Related employees may not be permitted to work in the same department or under the direct supervision of each other. In addition, the synod may require a related employee to transfer or resign if there is a conflict of interest or management problem of supervision that cannot be resolved. Persons related by marriage or who are family members cannot be professionally evaluated by their spouse or relative.

PROBATIONARY PERIOD

All new employees must successfully complete a 90-day probationary period to determine whether they meet basic job skills necessary to achieve short and long-term performance goals. This written evaluation will be presented to the employee by his/her supervisor or the Personnel Officer at the end of the probationary period. Employees have no recourse regarding termination that occurs during the probationary period.

CONFIDENTIAL NATURE OF THE WORK

The nature of the work performed by the synod staff necessarily involves contact with sensitive and confidential information of many kinds. It is an express condition of employment that each staff person agrees to keep all synod-related business confidential at all times. Information obtained during the course of employment is not to be discussed or revealed to any unauthorized individual. No employee shall be permitted to keep personal files that relate to the nature of the work, so that all documents and records shall remain under the supervision and control of the synod. Intentional disclosure of confidential information shall be grounds for immediate termination, regardless of whether actual damage or harm occurred.

Persons who seek counseling, spiritual guidance, confession and other benefit of consulting with an ordained clergy person are entitled to full confidentiality about the nature and extent of their particular issues (ELCA Constitution 7.45), the fact or

frequency of meetings and other material facts. Law protects such meetings and visits, and staff members are expected to respect and protect such confidentiality.

Many laws restrict the nature and extent to which confidential medical information may be shared with others. No disclosure or announcement about the medical condition of any person shall be disclosed, in writing, electronic mail or orally to anyone other than the synod staff without first obtaining the consent of the person who has the condition.

WORKING HOURS

Standard employment is considered a **minimum** of 30 hours per week. Each employee schedules his/her time with the approval of his/her supervisor to ensure that responsibilities and duties are adequately performed.

*Exempt employees are not required to record nor report hours worked unless requested to do so by his/her supervisor for a specific purpose.

**Exempt employee means an employee who meets the conditions for exemption from coverage by the Fair Labor Standards Act.*

All **non-exempt employees will report hours worked on appropriate forms provided by the synod administrator.

***Non-exempt employee shall mean an employee who is covered by the Fair Labor Standards Act.*

Part Time employment means employment on a regular schedule of less than 30 hours per week, other than employment classified as temporary or under contract. The work of *part-time employees* will be scheduled by the Personnel Officer or by another staff member designated by the Personnel Officer. Vacation and leave time and paid holidays are calculated and compensated on a prorated basis, using the traditional 40-hour workweek.

EMPLOYEE

The term "employee" does not include an individual temporarily retained or under a contract agreement. Such individuals are not eligible for employee benefits and these personnel policies do not apply.

PAYROLL DEDUCTIONS

Various payroll deductions are required by law, such as federal income tax, state income tax, and Medicare and social security taxes. Any other payroll deductions from an employee's paycheck must be authorized in writing. The synod complies with applicable state and federal laws regarding the garnishment and assignment of wages. Paycheck vouchers will itemize amounts that have been withheld.

POSITION DESCRIPTIONS

Each employee will be given a position description prior to beginning employment. A position description summarizes the duties and responsibilities of that position and gives the employee important information about the position and work environment. The synod reserves the right to revise and update position descriptions, as it deems appropriate. No employee has a vested right in a particular position, title, or area of responsibility. If a change in job responsibility, position, pay, or title is adopted by the executive committee at the recommendation of the Personnel Officer, the employee shall have the right to accept or reject the assignment or reassignment. In the event of rejection by the employee of the newly adopted responsibility, position, pay, title or area of responsibility, the synod shall have no obligation to provide continued employment to the employee.

ACCESS TO SYNOD PROPERTY

The synod, through its designated supervisors, has the right to access and inspect the office, work station, filing cabinets, desk, computer, computer files, voice mail, electronic mail and any other property owned by the synod and assigned to an employee or volunteer. The access and inspection may occur at any time, at the discretion of the supervisor, with or without advance notice or the employee's/volunteer's consent. The employee understands and agrees that they have no right of privacy to any property, space, books, record, or equipment owned by the synod.

PART II – BENEFITS

COMPENSATION

Salary ranges will meet industry standards for the same or similar positions, and in consideration of the background, training, and experience of the employee. The synod will consider applicable guidelines provided by accepted standards relevant to the demographics of the synod. The rate of compensation for every employee shall be established by the mission plan approved by the synod assembly and communicated by the Personnel Officer or his/her designee at the time of employment. Pay periods for employees are semi-monthly with payment distributed on the 15th and the last working day of the month. When a payday falls on the weekend or a holiday, checks will be distributed on the last workday immediately before the regular payday. No employee shall be entitled to receive a paycheck at an earlier time than any other employee receives a paycheck, except in the case of termination.

The synod complies with all requirements for the Federal Insurance Contributions Act, Worker's Compensation Insurance and Unemployment Insurance.

OVERTIME

A non-exempt employee who works more than 40 hours in a work week is entitled to overtime pay at the rate of one and one-half times the regular rate of pay for all hours over 40 hours worked that week. The Personnel Officer or supervisor must approve in

writing all overtime requests in advance of the overtime hours worked. Overtime pay shall be paid at the next pay period or may be paid in “comp” time during regular working hours. “Comp” time must be used within 30 days following the date worked with prior approval of the immediate supervisor.

TRAVEL COMPENSATION FOR NON-EXEMPT EMPLOYEES

Compensable time

- Travel during normal work hours on the employer’s behalf.
- Overnight travel that occurs during the employee’s normal work hours including the same period on weekends. For example: If an employee normally works 8 a.m. - 5 p.m. Monday through Friday, travel during those hours, even on weekends, is compensable.

Non-Compensable time

- Travel between home and work.
- Travel time outside an employee’s normal work hours.
- Leisure time outside normal work hours while out of town on overnight travel. Example: free time while attending conferences, the synod assembly, etc.

Weekends and Holidays or Special Assignments

Time spent “in transit” on Saturdays, Sundays, and holidays during hours that correspond to the employee’s regular working hours should be counted as time worked for pay purposes. For instance, an employee who is regularly scheduled to work Monday through Friday from 7 a.m. to 3 p.m. and who travels home from a three-day conference on Saturday should be paid for any hours traveling between 7 a.m. and 3 p.m.

MEDICAL INSURANCE AND PENSION

Employees who work 20 or more hours per week are entitled to participate in and become eligible for benefit enrollment in the ELCA Board of Pensions on the first day of employment. The administrator or Personnel Officer will provide coverage information and submit the appropriate form to the Board of Pensions requesting an enrollment packet to be forwarded to the new employee. The terms, conditions, coverage, deductibles, co-pays, providers, and benefits provided to employees may be changed from time to time, with or without notice to the employee. Employees do not have a vested or permanent right to the continuation of coverage with a particular insurer, or to any particular benefit, term, or coverage, even if a change in health insurers results in a reduction or difference in benefits or coverage. COBRA continuation will be practiced per federal law.

PERFORMANCE REVIEWS

The Personnel Officer will conduct performance reviews of all employees at least annually. The immediate supervisor will provide an initial evaluation, in a form provided for that purpose, and shall review that evaluation together with the employee prior to

submitting it to the Personnel Officer. The Personnel officer shall report to the executive committee on the performance of all employees. A performance review is intended to assess the performance of the employee in the context of the mission and ministry of this synod; satisfactory or exceptional performance reviews may not result in any salary increase.

VACATION

Vacation is a benefit that is provided to offer employees the opportunity to rest and refresh themselves physically, mentally, and spiritually. Vacation is considered earned at the completion of each month of employment but may not be taken, paid, or payable until an employee has completed his/her initial six months of continuous service. From time to time, at the discretion of the Personnel Officer and with the approval in writing of the executive committee, vacation benefits for exempt non-rostered employees may reasonably deviate from the schedule noted below.

A. Full time employees will accrue vacation in accordance with the following schedule:

First through second year	0.83 days per month up to 2 weeks (10 working days)
Third through fifth year	1.25 days per month up to 3 weeks (15 working days)
Sixth year and beyond	1.67 days per month up to 4 weeks (20 working days)

When an employee reaches the anniversary of his or her date of hire and has completed his or her second or fifth year of service, the following month the employee will begin to accrue vacation at the next higher level. (For example, beginning with his or her third year of service, the employee will move from 10 days of annual vacation to 15 days, or, beginning with his or her sixth year of service, the employee will move from 15 days annual vacation to 20 days.)

B. An employee may carry over up to one week (5 days) of unused vacation into the following calendar year. The maximum number of vacation days taken in any calendar year may not exceed five weeks (25 days).

C. Persons who have previously been employed by an affiliated organization (region, synod, congregation, institution and/or agency affiliated with or related to any unit or section of this church), at any time within a five (5) year period preceding their employment with the churchwide organization, shall have 100% of that service counted, for purposes of determining the amount of vacation they will annually accrue.

D. Part-time employees who work a minimum of 20 hours per week or 1,040 hours annually are entitled to vacation days on a prorated basis that reflect their fraction of full time employment. As such, a week of vacation equals the part-time employee's average work week hours.

First through second year	0.83 days per month up to 2 weeks (10 part-time days)
Third through fifth year	1.25 days per month up to 3 weeks (15 part-time days)
Sixth year and beyond	1.67 days per month up to 4 weeks (20 part-time days)

Employees must coordinate vacation schedules with his/her immediate supervisor to permit continuous coverage of the synod office.

With the approval of the Personnel Officer, if an employee has earned-but-unused vacation time at the end of any calendar year, the employee may elect to receive payment for vacation time accrued instead of the time off from work. An employee may elect to carry over no more than one week of earned and accrued vacation time into the following calendar year.

Upon termination or resignation of the employee, earned-but-unpaid vacation time shall be paid as of the end of the last full pay period before the termination. No employee shall be entitled to receive vacation pay, nor shall vacation pay be payable, unless and until the employee shall have completed six full months of continuous employment.

PERSONAL DAY

One paid personal day will be offered on an annual basis to all non-rostered employees. Unused personal days do not accrue and may not be carried over into the following year. Persons leaving the employ of the Grand Canyon Synod will not be reimbursed for unused personal days.

SICK LEAVE

It is the philosophy of the Grand Canyon Synod that being paid for illness is a privilege and not an employee right. Consequently, all employees are expected to be at work except when actually ill or when their absence is specifically approved for some other valid reason.

Employees eligible to receive benefits will begin to accrue sick leave at the rate of 1.0 day per month, commencing on the first day of employment.

Sick leave may accrue up to a maximum of 30 working days and may be carried over from year to year, but may not exceed 30 working days. Employees will not be paid for accrued sick leave upon separation from employment.

Family Illness

In the event of an illness in the immediate family (spouse, children, parents, brother, sister, grandparent, grandchildren, mother-in-law, father-in-law, or legal guardian) that requires the employee's presence, accrued sick leave may be utilized for this purpose. FMLA regulations will be practiced per federal law.

HOLIDAYS

All regular full time and part time employees ***who work a minimum of 20 hours per week or 1,040 hours annually*** will receive the following holidays off with **their proportionate pay**:

New Year's Day
President's Day
Martin Luther King Jr. Day
Good Friday
Memorial Day

Labor Day
Thanksgiving Day
Friday after Thanksgiving Day
Christmas Day
Day after Christmas Day

Independence Day

However, a part-time employee who is not regularly scheduled to work on a day in which a paid holiday occurs will not be compensated for that holiday. This structure dictates that a part-time employee cannot be compensated more in a one-week period due to a paid holiday than would regularly be paid, just as is true for a full-time employee.

For example, a part-time employee who regularly works on Tuesday, Wednesday, and Thursday in any given week will not be compensated for a holiday that falls on a Monday or a Friday. Should a paid holiday occur on a regularly scheduled workday for a part-time employee, the employee will not be expected to work that day and will be compensated with his/her proportionate pay.

A day in lieu of the designated holiday, or applicable portion thereof, may be taken if an employee is required to work on a holiday. In-lieu days must be approved by the supervisor and taken within 30 days following the holiday worked.

LEAVES OF ABSENCE

Extended Leave Without Pay may be granted to an employee for personal reasons at the discretion of the Personnel Officer and the executive committee. Service credit and benefits do not accrue during such periods.

Bereavement Pay – In the event of a death involving a person with whom the employee has had a close and long-standing relationship, the employee may be granted up to five workdays off with pay at the discretion of the Personnel Officer.

Parental Leave – Employees who work 30 or more hours per week may take up to four calendar months off, without pay, but without loss of service credit, in connection with the birth of a child, or the adoption of a child under the age of two years. Sick leave, vacation time and holiday time do not accrue during such leave.

Jury Duty – Employees called to jury duty will be granted time off with full pay for the duration of two (2) weeks, and any fees received as a juror may be retained by the employee. If a trial enters the third week, the Personnel Officer may review and adjust the compensation at his/her discretion. Employees are expected to report for work during days the court is not in session or if they have been dismissed for the day prior to 1:00 p.m.

Continuing Education – Employees are encouraged to attend seminars and conferences that relate to their work or professional development. Compensated days and monetary allowance for continuing education may be granted at the discretion of the Personnel Officer.

Military Leave – The synod complies with applicable state and federal laws concerning leaves for military service.

Worker's Compensation Leave – The synod complies with applicable state and federal law concerning leaves for work-related illness or injury.

PART III – GENERAL

EMPLOYEE CONCERNS

An employee experiencing an issue regarding work conditions, (i.e. wage/salary or other concerns as it relates to employment with the synod), shall bring this to the attention of their immediate supervisor or if that is not possible may request an appointment to report their concerns to the Bishop or his designee. This meeting will be scheduled with the Bishop or his designee within 72 hours of the notification by the employee of their concern(s).

POLICY AGAINST HARASSMENT

This synod is committed to providing a work environment that is reasonably safe and free of discriminatory or unprofessional conduct. In keeping with this commitment, the synod maintains a strict policy prohibiting unlawful harassment, including sexual harassment. Each employee is expected to conduct himself/herself in a professional, dignified, and appropriate manner, consistent with the Christian ideals that are consistent with the mission, ministry, and purpose of this synod. It is important for each employee to understand that jokes, stories, cartoons, nicknames, and comments about appearance may be offensive to others, and are not appropriate in this workplace under any circumstances. Unlawful sexual harassment includes any sexual advances, requests for sexual favors, unnecessary, inappropriate and unwelcome touching of an individual; comments about an individual's body (whether intended in a complimentary manner or not), any display in the workplace of sexually suggestive objects or pictures, other verbal, visual or physical conduct of a sexual nature when:

- *Submission to the conduct is a condition of employment;*
- *Submission to or rejection of the conduct is used as the basis for an employment decision affecting the harassed employee; or*
- *The harassment has the purpose or effect of unreasonably interfering with an employee's work performance or creates an intimidating, hostile, or offensive work environment.*

If an employee believes that he/she is being or has been harassed in any way, he/she is expected to report the facts of the incident(s) to his/her supervisor immediately. If the supervisor is the perpetrator of the alleged harassment, the facts should be reported to the Bishop or the Vice-President without fear of reprisal. In determining whether the alleged conduct constitutes unlawful harassment, the totality of the circumstances, such as the nature of the conduct and the context in which the alleged incident occurred, will be investigated. Violation of this policy may result in disciplinary action, up to and including possible termination.

REPORTING OF CHILD OR ELDER ABUSE

Employees are required to bring to the immediate attention of their supervisor any suspicions of child or elder abuse either witnessed or reported by a victim. The supervisor is required to provide this information to the Personnel Officer and/or the

executive committee. Certain employees responsible for the care of children or elder persons, such as nurses, physicians, or others, may be legally required to report suspected abuse to appropriate legal authorities. Consult legal counsel about the nature of such reporting requirements.

ALCOHOL, DRUGS AND CONTROLLED SUBSTANCES

The unauthorized use, sale, transfer, possession, or being “under the influence” of alcohol, drugs or controlled or illegal substances during regular working hours, on synod property, or in synod vehicles is expressly and unconditionally prohibited. In addition, employees may be required to submit to random drug testing. If the Personnel Officer has reasonable grounds to believe that an employee is or may be under the influence of such substances during regular working hours, the employee may be requested to provide an immediate blood or other sample of bodily fluid necessary to submit for independent testing. If the employee refuses such testing, the employee may be subject to immediate termination. If the employee is found to have been under the influence of such substances, the employee will be subject to termination procedures outlined in this manual.

REPRESENTATIVES OF THE SYNOD

Employees of a Christian organization should exemplify the highest standards of personal honesty, integrity, truthfulness, candor, citizenship, and service. Employees of this synod shall make every reasonable effort to ensure that their conduct, during working hours and at other times, reflects well on the synod. Off-duty or after-hours conduct, on the synod’s property or elsewhere, that is illegal, unethical, immoral, or that would tend to bring the mission, ministry, or integrity of the synod into disrepute will be considered as a serious breach of the employment relationship, and may subject the employee to disciplinary action, suspension, or termination, as provided in this manual.

PERSONAL APPEARANCE

The appearance of the employees of this synod reflects not only on the individual employee, but on the synod as well. The synod expects employees to take pride in their personal appearance, to dress appropriately for the circumstances, and to strive to present a positive, appropriate professional image when representing the synod.

TERMINATION

Power to Terminate: The Personnel Officer, in consultation with the executive committee, shall have the sole right to terminate the employment of any employee of the synod. The Personnel Officer shall make a report and recommendations to the executive committee regarding the termination of any employee, and the circumstances of the termination. In the event of a serious and substantial situation in which the personal safety of any person or the financial assets of the synod are at risk, the Personnel

Officer, in his/her sole discretion, shall have the right to summarily suspend the employee, with pay and benefits, until the executive committee may be convened.

Probationary Employee: During the probationary period, an employee may be terminated by the Personnel Officer with or without cause, with or without any advance notice, without recourse or administrative review and without severance pay. Payment of all wages earned up to the date of termination will be paid on the last day of employment. For full and part-time employees who have earned and accrued unused or unpaid vacation time, such time will be paid as of the last day of employment and shall be included in the final check to the employee. Unused sick days will not be paid regardless of the reason for termination.

Full Time Employee (Defined as working 30 hours per week or more): After the probationary period, a full-time employee may be terminated with or without cause, and with or without advance notice. Severance pay, if any, may be paid at the sole discretion of the Personnel Officer, and no employee shall have the right to receive payment of severance pay regardless of the length of service.

Part Time Employee: After the probationary period, a part-time employee may be terminated with or without cause, and with or without advance notice. The Personnel Officer may, in the exercise of his/her sole discretion, make an award of severance pay to offset the financial hardship caused by the circumstances, but not the fact of the termination (i.e. no advance notice, no cause, circumstances beyond the employee's control, etc.).

Termination "Without Cause": Termination "without cause" generally means termination due to employment circumstances that are beyond the employee's control, or off-duty conduct or activity that may be private and/or protected, but that is reasonably likely to cause damage to the reputation or integrity of the synod. For purposes of determining any benefits that may be due to the terminated employee, termination "without cause" shall include, but is not limited to: termination at the discretion of the Personnel Officer for no specified reason, termination of the employee's job position, the synod's financial condition, the employee's lack of skills for new or additional job responsibilities, or off-duty conduct that is illegal, immoral, unethical or inconsistent with the mission, ministry, and integrity of the synod. If the termination is "without cause," the Personnel Officer or executive committee may, but is not required to, provide a written or verbal explanation of the reasons for the termination.

If an employee is terminated without cause, the Personnel Officer will determine the reason for the termination, the notice, if any, given to the employee of the possibility of termination, prior warnings or disciplinary actions, the circumstances leading to the termination, and the recommendations of the immediate supervisor and the Personnel Officer. The decision of the Personnel Officer regarding the amount of any severance pay shall be final and not reviewable.

Termination "For Cause:": The types of conduct that may justify or warrant termination "for cause" are very broad and, generally include any illegal, immoral, unethical, unprofessional, disrespectful, or other intentional conduct within the employee's control that causes or would reasonably tend to result in incarceration, financial loss, physical or emotional injury to others, property damage, pain, suffering, emotional distress,

humiliation, embarrassment, or intimidation. Such conduct may occur during or after the actual hours of employment.

If an employee is terminated for cause, the employee shall not be entitled to severance pay for any reason. Earned and unpaid wages for the work period prior to termination shall be paid up through the date of termination, no later than two business days of the last day of employment. If the termination for cause involves financial loss or damage to the synod, then any accrued-but- unpaid vacation time shall be withheld, and such money applied to restitution, reimbursement or payment for losses sustained by the synod. If the amount withheld from the employee's vacation pay is more than the amount of damages sustained, any unpaid balance shall be paid to the employee within a reasonable time after the nature and extent of the losses sustained by the synod can be determined.

Right to Request Reconsideration: Any employee terminated with cause may submit a written request to the executive committee for permission to personally appear to urge the executive committee to reconsider its decision to terminate the employee. No live testimony, except from the employee, will be permitted, unless the executive committee determines, in its sole discretion, to permit testimony necessary for a just determination of the merits of the termination. The employee may submit affidavits or other information in support of continued employment. The executive committee shall not be required to provide an explanation or reasons for the initial termination decision, nor for the reconsideration or modification of that decision.

AMENDMENT/MODIFICATION

The policies and procedures expressed in this manual are subject to change without notice by action of the Personnel Officer in partnership with the executive committee. No employee shall be considered to have any vested right in a particular benefit in this manual but shall not lose any earned-yet-unused benefit as a result of changes in these policies. Amendments and modifications may be issued in the form of an addendum (numbered sequentially) rather than re-issuing the entire manual.

ARBITRATION OF DISPUTES

In the event that a dispute arises between the synod and the employee about any aspect of the termination of the employee, including allegations of breach of contract, wrongful discharge, retaliatory conduct, harassment, whistle-blower, or any other legal right that the employee may have to seek legal redress in a court of law, the employee agrees that, as a condition and consideration of employment, and in the interests of obtaining a speedy and inexpensive resolution to such disputes, any and all such disputes shall be submitted first to non-binding Christian mediation with a qualified Christian mediator.

If no resolution is voluntarily accepted by either party, the employee and the synod agree that all such disputes shall be resolved by private and confidential arbitration. The parties may agree upon a single arbitrator or, if they cannot agree, each party shall choose an arbitrator and the two chosen arbitrators shall choose a third arbitrator. The arbitration hearing shall be heard as soon as reasonably possible. The Arizona Rules of

Procedure for Arbitration shall apply to all further proceedings. The decision of the arbitrators shall be final, binding, and non-appealable.

EMPLOYEE STATEMENT OF ACKNOWLEDGEMENT

This is to acknowledge that I have received a copy of this synod's Policy Manual. I understand that it provides guidelines and summary information about the synod's personnel policies, procedures, benefits, and rules of conduct. I also understand that it is my responsibility to read, understand, become familiar with, and comply with the standards that have been established. I further understand that the synod reserves the right to modify, supplement, rescind or revise any provision, benefit or policy from time to time, with or without notice, as it deems necessary and appropriate.

I also acknowledge that both the synod and I have the right to terminate the employment relationship at any time, with or without cause or advance notice. I understand that this employment-at-will agreement constitutes the entire agreement between the synod and the employee on the subject of termination and it supersedes all prior agreements. I also understand that, although other synod policies and procedures may change from time to time, this employment-at-will agreement will remain in effect throughout my employment with the synod unless it is specifically modified by a written agreement signed by me. I further understand that this employment-at-will agreement may not be modified by any oral or implied agreement.

I further have read and agreed to the section of this manual that requires that all disputes should be resolved by Christian mediation and/or arbitration. I understand that I am giving up my legal right to litigate any employment issues in a court of law, including the right to a trial by jury, but I accept the limitation of my rights in order to obtain the other benefits of employment, and to obtain a speedy and less-expensive result than I could obtain through traditional litigation.

Employee's Name (*Please Print.*)

Employee's Signature

Date

1 copy for Employee

1 copy for Employee File