

# PERSONNEL POLICIES



Grand Canyon Synod  
of the  
Evangelical Lutheran  
Church in America

## PREFACE

The Grand Canyon Synod of the Evangelical Lutheran Church in America ". . . is a people created by God in Christ, empowered by the Holy Spirit, called and sent to bear witness to God's creative, redeeming, and sanctifying activity in the world" (Provision +S6.01. in the *Constitutions, Bylaws, and Continuing Resolutions of the Grand Canyon Synod of the Evangelical Lutheran Church in America*).

In all of its service, both within the Grand Canyon Synod and in the fulfillment of this church's mission in the world, the employees of the Grand Canyon Synod of the Evangelical Lutheran Church in America (ELCA) shall carry out the duties to which they are assigned, in faithfulness to the faith and mission of the Grand Canyon Synod and the ELCA.

The bishop of the synod, as the chief executive officer, shall recommend to the Synod Council personnel policies for the synod staff, except as otherwise determined, including salaries, fair practices, staff position descriptions, and training.

It is the policy of the Grand Canyon Synod that all employees shall be treated consistently and shall be able to perform their duties in a safe environment.

These personnel policies have been prepared in order that every employee of the Grand Canyon Synod may know the terms of employment that will govern his or her relationship with the Grand Canyon Synod. Questions regarding interpretation of policies should be directed to the bishop of this synod.

### **About the Grand Canyon Synod Personnel Policies**

The Personnel Policies of the Grand Canyon Synod are available to all employees (1) online and (2) in print in the synod office.

It is each employee's responsibility to read and comply with the personnel policies and any revisions made to them. The Synod Council has the authority to make changes to the personnel policies without prior notice. In addition, the bishop or his or her appointed executive may deviate from its stated policies at its sole discretion as individual circumstances warrant. These policies and any revisions revoke and supersede any and all previous versions of the policies.

The Personnel Policies of the Grand Canyon Synod are not a contract of employment. Except in the case of a written employment contract, signed by the bishop and a specific individual authorized by the Synod Council to do so, that states otherwise, every employee of the Grand Canyon Synod is an at-will employee. This means that either the employee or the Grand Canyon Synod may terminate the employment relationship at any time, with or without cause or advance notice.

**Each employee must sign an acknowledgment of the receipt of these personnel policies on the form located on page 20, and return it to the synodical office for retention.**

## **1. GENERAL**

### **1.1 Basis**

Adoption of these personnel policies by the Synod Council is granted by the general authority in the constitutions and bylaws of this church and synod. Nothing in these personnel policies shall conflict with the *Constitutions, Bylaws, and Continuing Resolutions of the Grand Canyon Synod of the Evangelical Lutheran Church in America*.

### **1.2 Scope**

These personnel policies apply to employees, budgeted or non-budgeted (interim/part-time or temporary), in the Grand Canyon Synod, except where the Synod Council or the *Constitutions, Bylaws, and Continuing Resolutions of the Grand Canyon Synod* have granted an exception, as provided for in Section 1.13. These policies are 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. All employees are to read, understand, and become familiar with this statement of policy 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 statement of policy supersedes and replaces all previously approved personnel policies, benefits, and rules of conduct.

### **1.3 Employment-At-Will Agreement**

Except as provided regarding the synodical bishop in the *Constitution, Bylaws, and Continuing Resolutions of the Evangelical Lutheran Church in America* and the Constitution of the Grand Canyon Synod, 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; this employment-at-will agreement, however, 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. Employment of every non-rostered employee 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 employment of a non-rostered employee 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 council's Executive Committee.

### **1.4 Equal Employment Opportunity**

The synod office 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 as it applies to religious organizations. 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. The synod office is a harassment-free environment. Violation of this policy may result in disciplinary action, up to and including possible termination.

### **1.5 Personnel Officer and Committee**

The bishop is designated as the Personnel Officer and will coordinate administrative practices related 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 whom the synod is responsible, and to make recommendations to the Executive Committee of the Synod Council for all personnel actions involving such employees, such as hiring, firing, terms of employment, compensation, and other benefits.

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 that has the substantial likelihood of imminent bodily harm to any representative or staff member of the synod.

The Executive Committee (Synod Council President/Bishop, Vice-President, Secretary, Treasurer, and at-large members elected by the Synod Council) serves as a resource to the Personnel Officer and provides counsel and oversight to the administrative practices related 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.

### **1.6 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 Acknowledgment," 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.

## **1.7 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.

## **1.8 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-term and long-term performance goals. This written evaluation will be presented to the employee by his or 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.

## **1.9 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. The synod will utilize E-verify for all employees.

## **1.10 Non-Smoking Environment**

Employees and representatives of the synod, as well as guests in the office or synod-related meeting rooms, are not permitted to smoke in the synod office or any other facility used for purposes of synodical business

## **1.11 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 benefits of consulting with an ordained clergy person are entitled to full confidentiality about the nature and extent of their particular issues (ELCA constitutional provision 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.

### **1.12 Distribution of Personnel Policies**

At the time of initial employment, the Personnel Policies of the Grand Canyon Synod will be made available by the bishop to each new employee, who shall be informed of any subsequent policy changes, as approved by the Synod Council.

### **1.13 Exceptions**

Exceptions to these personnel policies may be granted from time-to-time by the Executive Committee of the Synod Council and the Office of the Bishop, when it is judged that such exceptions are in the best interest of both this synod and the employees concerned. Any exception will be reported at the next Synod Council meeting.

### **1.14 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 will agree upon a single 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. By signing an employment contract, including an agreement to the above process, the employee understands one is giving up the right to a jury trial on any and all issues as part of the consideration for the contract.

### **1.15 Amendments**

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 of the Synod Council. 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 rather than re-issuing the entire manual.

## **2. DEFINITION OF TERMS**

### **2.1 Employee**

As used herein, the term “*employee*” will apply to any person in the employ of the Grand Canyon Synod, including deployed staff, who perform executive, administrative, advisory, technical, editorial, secretarial, clerical, ministry, or service functions on an established salary basis. An erroneous classification could result in the failure to pay appropriate state and federal taxes required for all employees.

The term “*exempt employee*” (bishop, assistants, and other executive staff, as defined by the position description) means an employee who meets the conditions for exemption from coverage by the Fair Labor Standards Act, namely, those persons employed in a *bona fide* executive, administrative, or professional capacity. These positions are not eligible for overtime pay or compensatory time off (in lieu of overtime). Exempt employees are not required to record nor report hours worked unless requested to do so by the bishop as the synod’s chief administrative officer.

The term “*non-exempt employee*” means an employee who is covered by the Fair Labor Standards Act. Non-exempt employees are eligible to receive overtime pay at the rate of one and one-half times their regular rate of pay for all hours worked in excess of 40 hours in a work week. The regular rate for an employee working a fixed work week less than 40 hours is computed by dividing the fixed weekly wage by the number of hours in the work week. Non-exempt employees will report hours worked on the appropriate form provided by the synodical office.

“*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, leave time and paid holidays are calculated and compensated on a prorated basis, using the traditional 40-hour workweek.

The term “employee” does not include an individual *temporarily retained* or *under a contract agreement*. Such individuals are not eligible for any employee benefits and these personnel policies do not apply, except in terms of the fulfillment of the responsibilities as specified in the work agreement or contract.

### **2.2 Employing Unit**

As used herein, the term “*employing unit*” shall mean the synod office through which the employee has been employed.

### **2.3 Position Description**

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 assigned duties, position, pay, title, or area of responsibility, the synod shall have no obligation to provide continued employment to the employee. Position descriptions will be reviewed annually prior to the anniversary of employment.

#### **2.4 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 Personnel Officer or his or her designee, with or without advance notice or the employee's or volunteer's consent. The employee understands and agrees that she or he has no right of privacy to any property, space, books, record, or equipment owned by the synod as the employing unit.

Any documents or materials produced in any form by an employee of the synod in connection with synodical responsibilities is considered a “*work-for-hire*” of the synod with all such material being the possession of the synod with copyright protections belonging to the synod and any financial gains from such material shall accrue to the synod.

#### **2.5 Termination**

2.5.1. *Power to Terminate*: The Personnel Officer, in consultation with the Executive Committee of the Synod Council, 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 or her sole discretion, shall have the right to summarily suspend the employee, with pay and benefits, until the Executive Committee may be convened.

2.5.2. *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-time 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.

2.5.3. *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.

2.5.4. *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 or 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.).

2.5.5. *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. The decision of the Personnel Officer regarding the amount of severance pay, if any, shall be final and not reviewable.

2.5.6. *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.

2.5.7. *Right to Request Reconsideration*: Any employee terminated with cause may submit a written request to the Executive Committee of the Synod Council for permission to appear personally 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 receive 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.

2.5.8. *Return of Synod Property:* Upon termination all synod property utilized by the terminated employee will be returned to the synod office. If a severance agreement has been offered a condition of implementation will be the return of any synod property.

### **3. BENEFITS**

#### **3.1 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 or 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, as the employing unit, complies with all requirements for the Federal Insurance Contributions Act, Worker's Compensation Insurance, and Unemployment Insurance.

#### **3.2 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 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.

#### **3.3 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.

#### **3.4 Medical Insurance and Retirement Benefits\***

Employees who work 20 or more hours per week are entitled to participate in and become eligible for benefit enrollment in the ELCA's Portico Benefit Services on the first day of employment. The Personnel Officer will provide coverage information and submit the

appropriate form to the Portico Benefit Services 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. If an employee has health and dental insurance through participation in a parent's, spouse's, or partner's plan, the synod will reimburse the employee monthly for any premium costs that do not exceed what the synod would normally pay for Portico coverage. The employee must submit documentation on an annual basis regarding the premium cost to be reimbursed.

*(Effective October 1, 2013, provisions of the Patient Protection and Affordable Care Act are recognized under the ELCA Portico Benefits program.)*

### **3.5 Performance Reviews**

The Personnel Officer will conduct performance reviews of all employees at least annually. 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.

### **3.6 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 or 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.

#### **3.6.1. 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.)

#### **3.6.2. An employee may carry over up to one week (5 days) of unused vacation into the following calendar year for use in that subsequent year, or an employee may exercise the option**

to be paid one week's normal salary in lieu of carrying over that week to the next year. The maximum number of vacation days taken in any calendar year may not exceed five weeks (25 days).

3.6.3. A person who has previously been employed by an ELCA-affiliated organization (region, synod, congregation, institution or agency that is a part of or related to any section of this church), at any time within a five-year period preceding her or his employment shall have 100% of that service counted, for purposes of determining the amount of vacation the employee annually will accrue.

3.6.4. 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)

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

3.6.6. 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.

### **3.7 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.

### **3.8 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.

### **3.9 Family Illness/Injury**

In the event of an illness or injury 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.

### **3.10 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 or her discretion. Employees are expected to report for work during days the court is not in session, unless the jury is sequestered, 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 injuries.

### **3.11 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	Labor Day
President's Day	Thanksgiving Day
Martin Luther King Jr. Day	Friday after Thanksgiving Day
Good Friday	Christmas Eve
Memorial Day	Christmas Day
Independence Day	Day after Christmas Day

A part-time employee who is not regularly scheduled to work on a day in which a paid holiday occurs, however, 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 or 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 Personnel Officer and taken within 30 days following the holiday worked.

### **3.12 Travel Compensation for Non-Exempt Employees**

#### Compensable time

- 3.12.01. Travel during normal work hours on the employer's behalf.
- 3.12.02. 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

- 3.12.03. Travel between home and work.
- 3.12.04. Travel time outside an employee's normal work hours.
- 3.12.05. 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 8 a.m. to 4 p.m. and who travels home from a three-day conference on Saturday should be paid for any hours traveling between 8 a.m. and 4 p.m.

## **4. EMPLOYEE CONCERN**

### **4.1 Work Conditions**

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 her or his concerns to the Bishop or his or her designee. This meeting will be scheduled with the Bishop or his or her designee within 72 hours of the notification by the employee of the concern(s).

#### **4.2 Prohibition on 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 him or herself in a professional, dignified, and appropriate manner, consistent with the Christian ideals that reflect 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:

- (1) Submission to the conduct is a condition of employment;
- (2) Submission to or rejection of the conduct is used as the basis for an employment decision affecting the harassed employee; or
- (3) 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 or she is being or has been harassed in any way, the employee is expected to report the facts of the incident(s) to his or 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 of the Grand Canyon Synod 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.

#### **4.3 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.

#### **4.4 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.

#### **4.5 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.

#### **4.6 Representatives of the Synod**

Employees of the Grand Canyon Synod of the Evangelical Lutheran Church in America 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 a serious breach of the employment relationship, and may subject the employee to disciplinary action, suspension, or termination, as provided in this manual.

#### **4.7 Conflict of Interest Issues**

4.7.1. *Duty of Loyalty.* Each employee is responsible for acting in the best interests of the Grand Canyon Synod. These responsibilities are set forth below.

4.7.2. *Conflicts of Interest.* All employees shall avoid conflicts of interest, potential conflicts of interest, and situations that give the appearance of conflicts of interest. (Investments in the ELCA Mission Investment Fund and the ELCA Foundation are not considered a conflict of interest, nor are pre-tax contributions by an employee to her or his retirement assets under Portico Benefit Services.)

4.7.3. *Definition.* Conflict of interest means any situation in which the employee may be influenced or appear to be influenced in decision-making or business dealings by any motive or desire for personal advantage other than the success and well-being of the Grand Canyon Synod. Personal advantage means a financial interest or some other personal interest, whether present or potential, whether direct or indirect. This standard applies to both actual and contemplated transactions. When in doubt, the employee is to assume there might be a conflict.

4.7.4. *All present and potential conflicts of interest issues must be disclosed.* If the conflict is known in advance of any meeting, business transaction, contract, or other activity at which issues may be discussed or on which the issues may have a bearing on the employee's approach, whether directly or indirectly, it shall be disclosed ahead of time. If the conflict is not known in advance, it shall be disclosed when the actual or potential conflict becomes apparent. Disclosure is to be made in writing to the employee's supervisor.

4.7.5. When issues relate to a meeting, disclosure is appropriate to the person in charge of the meeting and, at the discretion of the person in charge, to the full meeting. The employee shall leave the meeting room to avoid all discussion, voting, and deliberation on the issue. Following full disclosure of the present or potential conflict, the Synod Council or Executive Committee may decide that no conflict of interest exists and invite the participation of the employee. All such actions shall be recorded in any minutes or records kept.

4.7.6. All employees are likewise to *disclose, in writing*, matters and relationships that have the potential for giving rise to the appearance of a conflict in business dealings with the Grand Canyon Synod. Examples include, but are not limited to, financial interests or leadership roles with vendors and other organizations doing business with the Grand Canyon Synod. The Bishop and other appropriate staff will evaluate disclosures and determine the appropriate action to be taken. Business dealings with friends and family are particularly sensitive and are to be disclosed and carefully evaluated because of the potential for inferences of tangible or intangible personal advantage and the appearance of impropriety.

4.7.7. *To avoid appearances* of impropriety, any gifts, gratuities, and hospitality to an employee—such as free travel, hotel, or residential rooms—typically will not be accepted by any employee from any person or organization that sells, delivers, or receives any goods, materials, and services to or from the Grand Canyon Synod. Occasional *de minimis* gifts are exempt from this rule. Gifts that primarily benefit the Grand Canyon Synod and not an individual, such as gifts of hospitality given to the Grand Canyon Synod by hotels, convention bureaus, and conference centers in relation to official Grand Canyon Synod business, are exempt from this rule. Employees also may participate in reasonable, normal relationship-building activities, such as meals, sporting events, and other such activities. All gifts and such participation are to be reported, in advance if possible, to the Bishop.

4.7.8. *Confidentiality.* Employees shall not disclose information about the Grand Canyon Synod that is not known outside of the Grand Canyon Synod office or is not known by public means.

4.7.9. *Duty of Care.* The duty of care and obligation of good stewardship requires all employees to act first in the best interests of the Grand Canyon Synod. All employees shall exercise reasonable efforts to inform themselves of the mission and ministry of this synod. All employees shall act as a reasonable employee would act under the same or similar circumstances.

4.7.10. *Transactions and Reporting.* Each employee has a duty to prepare, process, maintain, and report complete, accurate, and timely records pertaining to their role, including, but not limited to, journal entries, expense reports, disbursement requests, and payroll transactions. This also includes safeguarding all physical, financial, informational, and other synodical assets. In addition, no undisclosed or unrecorded fund or asset will be established, and no artificial or false entries will be made in the financial or other records of the Grand Canyon Synod. The use of synod funds for any unauthorized or unlawful purpose is prohibited.

4.7.11. *Duty to Disclose.* Employees have a duty to disclose all breaches of this policy including

misconduct, fraudulent transactions, errors related to overpayments, or any other impropriety, whether by themselves or by others. Likewise, concerns about the appearance or the possibility of breaches should be reported. Care must always be taken to be factual and objective. Breaches shall be reported to the Bishop. All breaches relating to accounting, internal accounting controls or auditing matters also must be forwarded to the Executive Committee of the Synod Council. There will be no retaliation for good faith complaints, reports, or participation in an investigation.

4.7.12. *Violations.* Violation or noncompliance may result in discipline, including possible termination.

## **5. OTHER MATTERS**

### **5.1 Sabbatical Leave**

The Grand Canyon Synod recognizes that rostered leaders, as emphasized by action of the 1993 Churchwide Assembly of the ELCA, have a need for rest, personal study, reflection, and renewal. This may be accomplished through a sabbatical leave, normally a period of one to three months, during which time full salary and benefits will be continued.

Sabbatical leaves are restricted and are intended for use by those employees for whom it can be demonstrated that such leave will increase their value to the Grand Canyon Synod. The Bishop as the synod's Personnel Officer determines which employees will be granted a sabbatical leave. A rostered employee is eligible to request a sabbatical leave after five years in the same call or setting. Lay executive employees may request sabbatical leave after six years of full-time employment by the Grand Canyon Synod. Depending on the staffing needs of the office, sabbatical leave may, upon supervisor approval, be combined with vacation leave. Subsequent sabbatical leaves may be considered at five-year intervals.

Requests for sabbatical leave are to be submitted, in writing, to the Bishop as the synod's Personnel Officer. Requests for sabbatical leave by the full-time salaried executive staff are to be submitted by the Bishop to the Synod Council or Executive Committee for approval. No employee may take a sabbatical leave at the completion of his or her service. An employee granted a sabbatical leave shall normally be committed to a minimum of six (6) months of service to the Grand Canyon Synod following the conclusion of the leave. Any exceptions must be approved by the synodical bishop.

### **5.2 Transition in Office**

The transition severance benefits are made available to staff during a transition in leadership. These benefits are intended to provide support during the transition time prior to another call or employment. Severance benefits are not extended beyond such time when the individual begins work under a new call or finds other employment. Responsibility for notification of a call or other employment rests with the individual receiving severance benefits.

5.2.1. *Eligible Persons -* The persons eligible for these benefits are the bishop and executive

staff of the Grand Canyon Synod whose office or employment by the synod was involuntarily terminated due to action of the synod by non-election of the incumbent synodical bishop or resignation upon request of a newly elected bishop.

5.2.2. Not Eligible - Persons planning retirement, and, therefore, voluntarily declining reelection or appointment, are not eligible for these severance benefits.

5.2.3. Exclusion - Disability is not covered under these provisions, since disability is covered under the provisions of the Disability Benefits Plan of the ELCA's Portico Benefit Services.

5.2.4. Severance Benefits - Eligible persons will be hereinafter referred to as severance benefits recipients, whose benefits shall:

- (1) Be effective for severance benefits recipient who has served at least one full term as bishop or, normally, in the case of other executive synodical staff, an individual who has served a term concurrent with the bishop's term of service or, subject to Synod Council approval, any portion of that term.
- (2) Begin upon vacating the synodical office or position and following the period covered by unused vacation time earned during the twelve months prior to termination as a result of transition in the Office of the Bishop.
- (3) Be paid on the benefits recipients' regular pay periods.
- (4) Be three (3) months of benefits.
- (5) Include the possibility of outplacement assistance.

5.2.5. Benefit Compensation - Benefit recipients will receive:

- (1) Current month compensation (salary and housing, if applicable)
- (2) Participation in the ELCA Portico Benefit Services, including retirement contributions at the designated rate.
- (3) Survivor Benefits and Major Medical and Dental Benefits for the months of severance benefits.

Following the expiration of the severance benefits, benefits recipients may retain their participation in available programs of Portico Benefit Services at their own expense according to the provisions of the applicable plans. Solely for the purpose of determining rights to continue benefits under those plans, the benefits recipient's termination of call or employment will be deemed to occur on the date severance benefits cease.

## **EMPLOYEE STATEMENT OF ACKNOWLEDGMENT**

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, employment, and to obtain a speedy and less-expensive result than I could obtain through traditional litigation.

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Employee's Name (*Please print.*)

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Employee's Signature

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Date

1 copy for Employee

1 copy for Employee File