



# **PERSONNEL POLICIES**

**Southeastern Minnesota Synod**  
Evangelical Lutheran Church in America

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*These personnel policies were approved by the Executive Committee of the Southeastern Minnesota Synod of the Evangelical Lutheran Church in America on January 30, 2019.*

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# **PERSONNEL POLICIES OF THE SOUTHEASTERN MINNESOTA SYNOD**

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## **PREFACE**

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." (ELCA Constitution, Chapter 4: Statement of Purpose). The Southeastern Minnesota Synod ("synod") is one of the geographic program units of the ELCA. In its service, the employees of the synod shall carry out the duties to which they are assigned in faithfulness to the faith and mission of the synod.

These personnel policies have been prepared in order that every employee of the synod may know the terms of employment that will govern his or her relationship to the synod. It is the responsibility of the bishop to administer these policies and inform the synod council executive committee ("executive committee") of changes or exceptions to the policies. Questions regarding interpretation of policies should be directed to the bishop.

## **1.0 GENERAL**

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### **1.1 Authority**

The bishop is authorized to adopt these policies pursuant to policies of the synod council by the general authority of the ELCA Constitution and Bylaws. Nothing in these personnel policies shall conflict with the constitution, bylaws, or continuing resolutions of the ELCA or the synod.

### **1.2 Scope**

These personnel policies apply to all staff, budgeted or non-budgeted, in the synod, unless the bishop has granted an exception in accordance with these policies. Exceptions for the bishop must be approved by the executive committee.

### **1.3 Employment at Will**

These personnel policies do not create, imply, or express promise of continued employment to any employee by the Southeastern Minnesota Synod. These personnel policies do not create an employment contract and may be changed at the synod's discretion. These policies supersede all prior personnel policies.

Employment with the synod has no specified term or length. With respect to all employees other than the bishop and except those serving pursuant to an employment contract executed in conformity with paragraph 1.4, an employee and the synod have the right to terminate employment at any time, with or without advance notice and with or without cause. This is called "employment at will."

## **1.4 Employment Contracts**

In very limited circumstances, the synod, acting only through the bishop, may alter an employee's at-will status by entering into a written agreement for employment for a specified period of time. To be valid as an exception to the employment at will status of synod employees, all employment contracts must provide for a start date, a specific salary, and an end date. Employees working pursuant to employment contracts may or may not be eligible for health and pension benefits, at the discretion of the bishop, and the employment contract shall clearly reflect any health or pension benefits provided.

## **1.5 Distribution of Personnel Policies**

Synod personnel policies are distributed by the bishop to all staff and copies can be found online on the synod's shared drive.

## **1.6 Exceptions and Amendments**

The bishop shall promptly notify the executive committee of any amendments made to these personnel policies and any exceptions granted. Amendments and exceptions are not valid until they have been recorded in the minutes of the executive committee. Amendments to these personnel policies apply to all employees, unless provided specifically to the contrary. Employees shall be provided copies of any amendments to these personnel policies.

## **2.0 DEFINITION OF TERMS**

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### **2.1 Employee**

As used herein, the term "employee" applies to any person in the employ of the synod. The term "employee" does not include a person employed temporarily through employment agencies or serving as an independent contractor, which persons are not eligible for employee benefits and to whom these personnel policies are inapplicable.

- A.** The term "exempt employee" means an employee who meets the conditions for exemption of coverage by the Fair Labor Standards Act and is not eligible for overtime compensation.
- B.** The term "non-exempt employee" means an employee who is covered by the Fair Labor Standards Act and is eligible for overtime compensation.

### **2.2 Employer**

As used herein, the term "employer" means the Southeastern Minnesota Synod.

## **2.3 Rostered Employees**

As used herein, the term “rostered employees” means employees who are on the Minister of Word and Sacrament and Minister of Word and Service rosters of the ELCA and have been issued a Letter of Call by the synod council.

## **2.4 ELCA**

As used herein, the term “ELCA” means the Evangelical Lutheran Church in America.

## **3.0 EMPLOYEE CLASSIFICATIONS**

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All employees are considered staff of this synod and the underlying organizational principles shall be that of a unified work force. Where it is required by law, distinctions will be made between those considered exempt or non-exempt by the Fair Labor Standards Act.

### **3.1 Regular Full Time**

Regular full-time employees are employed for an indefinite period and work on a regular schedule of 37.5 hours per week, on average, on an annualized basis.

### **3.2 Regular Part Time**

Regular part-time employees are employed for an indefinite period longer than one year and work on a regular schedule of more than 20 but less than 37.5 hours per week, on average, on an annualized basis.

### **3.3 Temporary or Minimal Time/Contracted**

- A.** Temporary employees are employed on a short-term basis, usually less than one year, and work on a regular schedule of over 20 hours per week, on average.
- B.** Minimal-time employees are employed on either a short-term or long-term basis, but work on a regular schedule of less than 20 hours per week, on average.

## **4.0 SERVICE TIME**

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### **4.1 General Principle**

No rights shall accrue to an employee by virtue of service time, except as specifically stated in these policies; however, in the selection of vacation periods and similar matters, if other factors are equal, preference will be given to employees with the longest period of service.

## **4.2 Creditable Service Time**

If an employee's service has been continuous, the date from which creditable service is computed is the employee's date of hire. To qualify, the individual must be employed full time by this synod or its institutions, this church, a congregation, another synod of this church, or one of the predecessor church bodies. If a portion of an employee's creditable service time has been on a regular part-time basis rather than on a full-time basis, the bishop will determine whether to use the beginning date on which the employee began part-time work or an adjusted date, reflecting the full-time equivalent of that service. In making such a determination, consideration will be given to the nature and extent of the creditable time that was not on a full-time basis. The bishop shall notify the employee in writing of the determination.

## **4.3 Reinstatement**

If a former employee of this synod or this church again becomes an employee of this synod, the employee shall be reinstated without loss of creditable time if the employee is re-employed after an absence of one year or less. If a former employee is re-employed after an absence of more than one year, accrual of creditable time will commence in the same manner as if the employee were a new employee.

## **5.0 RECRUITMENT AND EMPLOYMENT**

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### **5.1 Inclusiveness in Employment**

This synod is committed to both the spirit and the applicable legal requirements of equal employment opportunity and affirmative action. Consistent with this commitment, the continuing policy of this church is to afford equal employment opportunity to qualified persons in all aspects of the employment relationship, including hiring, compensation, promotion, demotion, transfer, selection for training opportunities, layoffs, discharges, and retirement. It is the policy of the synod not to cause any person to suffer disadvantages in employment because of race, color, gender, sexual orientation, age, national origin disability, marital status, or status with regard to public assistance.

If the bishop determines that there is a bona fide need of a Lutheran theological background, training, or experience, preference will be given to persons with the appropriate and required qualifications.

### **5.2 Personnel Records**

Records will be maintained in the synod office. Individual files will be maintained for each employee, containing his/her payroll authorizations, salary information, attendance records, performance appraisals, and other pertinent documents (i.e., sabbatical leaves, continuing education leave, etc.). Employee records are personal and will be kept in a secured file with access only by persons authorized by the bishop. Employees have the

right to review their individual personnel file and all documents contained therein, at a time mutually convenient to the employee and the bishop.

Employees and former employees of the synod may make written requests to review their personnel file. Employees may request to review their personnel file once every six months. Former employees may ask to do so once during the year after the employment relationship ends.

The synod will accommodate the request within 7 days. The reviews will take place during regular business hours at the work site in the presence of a synod representative. After the review and with a further written request from the employee, the synod will provide a copy of the record to the employee, without charge. If an employee disputes specific information in the record, the synod may agree to remove the disputed information. If an agreement is not reached, the employee will be allowed to submit up to a five-page written statement explaining his or her position and this will be included in the personnel file and it will be provided along with the rest of the record in response to any future requests.

### **5.3 Relatives in Employment and Contractual Agreements**

Persons who are related in the first degree by blood or marriage (parents and children or grandchildren, brothers and sisters, spouses, etc.) or are members of the same household will not be employed or engaged under contract by the synod in a relationship wherein one relative reports directly to the other; two related persons may share one position.

### **5.4 Employment and Call Procedures**

- A.** The application process for all positions shall include a clear job description, advertising if appropriate, screening, interviewing and recommendation to the bishop. The bishop or bishop's designee will provide a letter of employment to the individual setting forth specific information pertinent to the position (compensation, start date, etc.).
- B.** In addition to a letter of employment to a rostered individual, a letter of call shall be sent by the secretary of the synod to the individual who has received a call from the synod. Term calls that set specific start and end dates of employment may be issued. Terms for those serving under call are co-terminus with the bishop as described in S8.14.
- C.** The bishop shall notify the executive committee in advance of all transfers, promotions, demotions, or terminations affecting employees serving under a letter of call. The bishop shall consult in advance with the executive committee regarding any negotiations with prospective or existing employees regarding changes in the call status.

- D.** No promises, commitments, or representations which are inconsistent with or override these hiring practices may be made to an employee or prospective employee without the prior written approval of the bishop. Any such promise, commitment, or representation shall be void unless it is contained in a written agreement signed by the employee and the bishop and approved by the executive committee.

## **5.5 Required Background Checks**

The synod may require a criminal background check prior to the issuance of a letter of employment or letter of call and will fully comply with Minnesota Statutes Chapter 604.20.

## **5.6 Truthful Information**

The synod expects all employees to provide truthful information in their employment application or resume and job interview. Failure to provide truthful information will be the basis of disciplinary action up to and including termination from employment.

## **6.0 PERFORMANCE MANAGEMENT**

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### **6.1 Purpose**

Performance reviews and appraisals are intended to provide individual support for the employee, to improve individual performance by an objective and constructive assessment of the individual's performance, to assist in the development and fulfillment of the individual's career or occupational goals, and to provide information for the salary recommendation process.

### **6.2 Compatibility Evaluation and Performance Appraisals**

In order to evaluate and assess mutual compatibility and satisfaction and to provide an opportunity for the open exchange of communication, employees of this synod shall receive a performance review and appraisal three months after their hire date. At the discretion of the bishop or designee, the employee may also receive an appraisal after six months of employment. Thereafter, employees shall receive performance reviews and appraisals at least annually. The bishop shall report annually to the executive committee regarding the schedule for and completion of performance reviews and appraisals.

### **6.3 Performance Management Process**

Any or all of the following steps may be omitted if, in the sole discretion of the synod bishop, as circumstances warrant.



- Step 1. Ongoing Feedback. The supervisor should provide regular, specific feedback about the employee's performance, whether the performance is adequate, substandard, exceptional, or other.
- Step 2. Verbal Warning. If the employee's performance in one or more key areas of responsibility is below expectations, the supervisor may issue a verbal warning. The warning should be specific, offer suggestions for improvement, include a reasonable and defined time frame for the employee to improve his/her performance, and clearly state the consequences (e.g., written warning or other, up to and including termination) if the performance does not improve by the end of the verbal warning period.
- Step 3. Written Warning. If the employee's performance does not improve as a result of the verbal warning, the supervisory may issue a written warning. The warning should be in memo form, addressed to the employee, discussed in a face-to-face meeting and signed and dated by the supervisor. The warning should be specific, offer suggestions for improvement, include a reasonable and defined time frame for the employee to improve his/her performance, and clearly state the consequences if the performance does not improve by the end of the written warning period.
- Step 4. Termination. If the employee's performance does not meet the expectation specified, the employee's employment may be terminated.

Employment can also be terminated if the problem involves a breach of policy, conduct included but not limited to that specified in paragraph 15.3 of these personnel policies, or if the employee's performance or conduct is such that continued employment is no longer in the best interest of the synod.

## **7.0 COMPENSATION PROGRAM**

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The purpose of the compensation program is to provide adequate pay for services rendered and to ensure equity in basic compensation regardless of protected class, clergy, or lay status. The Southeastern Minnesota Synod seeks to recruit, attract, and retain the best possible candidates for its synod staff. One important tool in this effort is to offer suitable compensation, including salaries and benefits that are competitive with defined benchmarks and consistent with appropriate market analysis. In addition, we will conduct annual performance and salary reviews in order to appropriately recognize and reward staff performance.

### **Overall Philosophy**

The following philosophy is used to determine compensation for all Southeastern Minnesota Synod staff:

*The Southeastern Minnesota Synod's executive committee understands that financial compensation is a consideration for those people employed by or called to our synod staff. We rejoice that the primary motivation for our staff is to serve our Lord Jesus in a capacity that allows them to further God's mission through their work and through the congregations of this synod. We also recognize that while financial compensation is not the primary motivator for our staff, a lack of adequate pay may deter qualified individuals from considering a synod position, or may lead to the loss of motivation or seeking other employment or call. Therefore, when determining staff compensation we will consider the following factors:*

- *In the competitive market environment of the Southeastern Minnesota Synod, congregations and church related institutions are always looking for high quality, motivated staff. We seek to pay our staff at a level consistent with comparable positions, so that inadequate compensation levels do not deter interested candidates from considering calls to the synod office. In addition, we will seek to compensate our current staff in a way that motivates them to remain on our staff rather than being enticed away by higher financial compensation.*
- *In order to measure the salaries in our market/environment, we will use synod guidelines and one or more of the following tools for comparison: salaries in comparable synods of the ELCA; online subscription services that provide salary surveys for a defined market; the Minnesota Department of Employment and Economic Development Detailed Occupation Data or similar resources.*
- *This process for analysis will be conducted within the six months prior to the election or reelection of a bishop or more frequently as determined by the executive committee. After the results are analyzed; the executive committee will establish a target goal for the bishop.*
- *Compensation is a key mechanism used to value and demonstrate appreciation and support for our staff. Using a consistent compensation strategy is also important. As a general practice, salaries will not be reduced nor held flat in response to decreased synod income, increased synod expenses, or other temporary conditions. These situations should be handled in ways that do not affect staff compensation.*
- *Cost of living is an inadequate adjustment when used alone. Generally each year of employment will also bring with it an additional year of experience and its concomitant increase in efficiency and effectiveness. Using only cost of living adjustments year after year ignores the accumulating experience level and results in the staff gradually being compensated less for more valuable service. Accordingly, annual salary increases will consider both cost of living adjustments and increased experience, as well as other appropriate factors such as significant new responsibilities.*
- *Salary reviews will be conducted following annual performance reviews in order to recognize and reward performance of our staff and to keep our compensation levels current. Poor performance or decreased responsibility levels of a staff member may*

*result in no salary increases or salary decreases for the staff member. This compensation philosophy may be modified by the executive committee without notice and shall not be construed to create any contractual or other obligation to any employee of the Southeastern Minnesota Synod.*

## **7.1 Position Evaluation Process**

The responsibility for the preparation and/or revision of any employee's position description resides with the bishop or the bishop's designee in consultation with the employee's supervisor, the employee, and the executive committee in the case of rostered employees. Each position description will accurately define an employee's duties and responsibilities. Each position description will be reviewed annually by the employee and his/her supervisor during the time of an employee's annual performance review and shall be revised, if appropriate, to reflect changing position duties. A position description shall be prepared and/or reviewed prior to the hiring of any new staff or the creation of a new position.

## **7.2 Salary**

Salary shall be in accordance with the synod's published *Salary and Compensation Guidelines*.

## **7.3 Overtime**

- A. Overtime must be authorized in advance of the time worked by the bishop, bishop's designee, or immediate supervisor. While a non-exempt employee will be paid for all overtime hours, working unauthorized overtime can serve as grounds for discipline, up to and including termination. A non-exempt employee will be paid for all authorized overtime hours. Exempt employees are not eligible for overtime pay or equivalent time off.
- B. Non-exempt employees eligible for overtime pay will be paid at the rate of one and one-half times their regular hourly rate for time worked in excess of 37.5 hours in any normal work week. Sick leave, personal leave, vacation time and other absences from work as described in Section 11 will not be considered as time worked.

## **7.4 Fair Labor Standards Act**

The Fair Labor Standards Act (FLSA) is a federal law which requires that most employees in the United States be paid at least the federal minimum wage for all hours worked and overtime pay at time and one-half the regular rate of pay for all hours worked over 40 hours in a workweek.

However, the FLSA provides an exemption from both minimum wage and overtime pay for employees employed as bona fide executive administrative, professional, outside sales and computer employees. To qualify for exemption, employees generally must meet

certain tests regarding their job duties and be paid on a salary basis at not less than \$455 per week. An employee's specific job duties and salary must meet all the requirements of the Department's regulations.

It is our policy to comply with the salary basis requirements of the FLSA. Therefore, we prohibit all synod managers from making any improper deductions from the salaries of exempt employees. We want employees to be aware of this policy and that the synod does not allow deductions that violate the FLSA.

If you believe that an improper deduction has been made to your salary or if you believe you have been improperly classified as an exempt (salaried) employee, you should immediately report this information to your direct supervisor or to the synod's bishop and the complaint will be promptly investigated.

### **7.5 Adjusting Hours within the Work Week or Pay Period**

Under limited circumstances and only when requested by the employee and authorized in writing by the bishop, bishop's designee, or immediate supervisor, a non-exempt employee may be granted time off in lieu of overtime pay if the leave is taken during the same pay period in which the overtime would have been earned but for the employee's adjusting his or her work hours.

### **7.6 Pay Periods**

Pay periods for all employees will be semi-monthly, and payment will be made on the 15th and the last day of the month. If a normal pay day falls on a non-working day, paychecks will be issued on the last working day preceding the non-working day.

### **7.6 Gifts and Additional Fees for Normal Duties and Responsibilities**

Gifts or additional income for performing the normal duties and responsibilities of a position are not to be expected or accepted by employees. Any monetary gifts shall be placed in a designated synod fund.

## **8.0 REIMBURSABLE EXPENSES**

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### **8.1 General Principle**

Employees of the synod who are authorized to travel in connection with the performance of their work will be reimbursed for transportation, food, and lodging expense, in accordance with the ELCA corporate travel policy. Alcoholic beverages are not reimbursable expenses.

## **8.2 Use of Personal Automobile**

When authorized by the bishop, bishop's designee, or immediate supervisor, employees will be reimbursed for authorized business use of their personal automobile using the mileage rate set forth by the Internal Revenue Service for business expense purposes.

## **8.3 Housing Allowance**

Rostered employees who are clergy may request that a portion of the employee's annual salary be designated as a housing allowance, in compliance with Internal Revenue Service regulations. The employee assumes full responsibility for compliance with federal and state tax requirements, including Internal Revenue Service definitions of "cost to provide a home." Requests for housing allowances, on the form provided, must be submitted and approved at the November meeting of the synod council in the year preceding the request. The Executive Administrator will provide the form and take the request to council.

## **8.4 Mobile Devices**

A reimbursement policy will be set by the bishop and the executive committee.

## **9.0 WORKING HOURS AND HOLIDAYS**

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### **9.1 Working Hours**

**A.** Employees are to organize their work schedules within the limits of specified hours, subject to the approval of the supervisor. Work schedules will normally be on the basis of 7½ hours per day, Monday through Friday. Care must be taken that hours worked allow for proper office coverage and responsibilities. Variations in the established hours for individual employees may be made by the supervisor, to adjust for particular travel or other considerations which might prevail, provided such variations do not conflict with the efficient operation of the office. Lunch and break periods for employees will be arranged.

**B.** Time spent in overnight travel that corresponds to a non-exempt employee's regular working hours must be counted as time worked. Travel hours on Saturdays, Sundays and holidays that correspond to a non-exempt employee's regular working hours on other days of the week are also counted as time worked as long as the travel involves an overnight stay. In addition, all time spent performing authorized Southeastern Minnesota Synod related work at the destination will be compensated based on actual hours worked. Non-working time, including non-working meal times and sleeping time are excluded as paid time.

## **9.2 Attendance Records**

Adequate attendance records suitable for payroll purposes and for meeting appropriate wage and hour requirements shall be maintained by the bishop's designee.

## **9.3 Approval for Overtime**

Non-exempt employees shall not work overtime hours unless approved in advance by the supervisor.

## **9.4 Holidays**

The synod office will be closed on the following eleven holidays: New Year's Day, Martin Luther King's Birthday, Good Friday, Easter Monday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, Christmas Day. Eligible employees shall be paid for such holidays proportionate to their regular work. Paid holiday or vacation day for a full-time employee at 8 hours (1/5 of a work week) and part-time employees receive 4 hours (1/5 of a 20 hour week). This does not apply to contracted or temporary employees.

In addition, eligible employees shall receive up to two paid personal days either specified or allowed by the synod on an annual basis, proportionate to their regular work schedule.

If a holiday listed falls on a Saturday, employees will be given time off on the preceding day. If the holiday falls on a Sunday, employees will be given time off on Monday.

## **9.5 Election Day and Time Off for Voting**

For the purpose of voting on the day of elections, each employee will be allowed up to two paid hours away from work, either at the beginning or the close of normal working hours. The specific time selected must be approved in advance by the supervisor.

## **10.0 EMPLOYEE BENEFITS**

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### **10.1 Benefit Eligibility**

- A. Temporary and/or minimal-time employees are not eligible for any of the benefit provided under these policies except as required by the Social Security Act.
- B. Regular full-time employees are eligible for all benefits as described herein.
- C. Regular part-time employees are eligible for all benefits in an amount proportionate to the percentage of time they work, on average, as compared to full-time employment measured as a 40-hour work week.
- D. Employee benefits can be changed from time to time as conditions warrant as authorized by the bishop and the synod council.

## **10.2 Social Security**

The synod will make contributions only for its lay employees, as required of employers under the Social Security Act. Ministers of Word and Sacrament will receive a Social Security allowance in the amount of the employer's typical contribution as specified in the synods published Salary and Compensation Guidelines. Rostered employees who are clergy are responsible for following Internal Revenue Service regulations regarding estimated tax payments.

## **10.3 Workers' Compensation**

As required by state law, the synod provides Workers' Compensation Insurance coverage for all employees, at no cost to the employee.

## **10.4 Unemployment Compensation Insurance**

As a religious, not-for-profit organization, the synod is not required to participate in unemployment compensation insurance in the state of Minnesota. Employees separated from employment with the synod are not eligible to receive unemployment insurance.

## **10.5 Pension Plan**

- A.** Through the ELCA Portico Benefit Services, the synod provides a retirement plan for the benefit of its regular full-time employees and regular part-time employees. Detailed information regarding benefits provided to synod employees are contained in brochures published by the ELCA Portico Benefit Services and available to all employees. The retirement benefits are controlled by the language of the plan documents and the actual policies. Benefit policies may be modified, added, or terminated at any time at the ELCA's or the synod's discretion. Further inquiries or questions should be directed to the ELCA Portico Benefit Services.
- B.** Under the provisions of the ELCA retirement plan, a signed agreement between the synod and the employee may reduce the employee's compensation to credit that amount to the retirement plan under a tax shelter, as approved by the Internal Revenue Service. The employee may also contribute to another pension or annuity plan of his/her choice, provided the total of all amounts under the tax shelter, including the employer's contribution, do not exceed the current allowable limits of the Internal Revenue Service regulations.

## **10.6 Insurance Benefits**

Through the ELCA, the synod offers ELCA Portico Benefit Services insurance plans which provide for long-term disability, survivor, and medical/dental benefits. Separate plan documents explain each benefit in detail, and the benefits are controlled by the language of the plan documents and the actual policies. Benefit policies may be modified, added, or terminated at any time at the ELCA's or the synod's discretion or by the

insurance company. Further inquiries or questions should be directed to the ELCA Portico Benefit Services. All participating employees are expected to take part in the healthy living program offered by ELCA Portico Benefit Services and to undergo routine medical examinations based on the employee's health and medical needs.

Employees not covered by the ELCA Portico Benefits Services plan and are eligible and subscribe to other employee-provided medical benefits through a spouse's employer or through a former employer will receive reimbursement to cover the contribution required by a spouse's plan.

### **10.7 Supplemental Medical/Dental Coverage**

The synod provides a medical/dental/optical lump sum plan for members of Office of the Bishop staff. This plan is pro-rated for part-time employees. (Full time employees \$1350.00)

### **10.8 Survivor Benefit**

In the event of death of an employee, the employee's salary shall be paid to their surviving spouse through the month in which death occurs, plus one additional month. If there is no surviving spouse, or if the deceased is unmarried at the time of death, payment will be made to a dependent(s) or person(s) previously designated by the employee, or, in the absence of a designation, to the estate of the deceased employee.

### **10.9 Continuing Education**

All employees are provided with continuing education funds as part of the synod benefit package. Independent contractors are not eligible unless it is included in their contract. Temporary employees are not eligible.

- Non-exempt full time employees will receive \$750 per year and 5 days leave per year
- Exempt full time employees will receive \$750 per year and 5 days leave per year
- Exempt part time employees will receive \$375 per year and 2 1/2 days leave per year
- The bishop and Ministers of Word and Sacrament, Ministers of Word and Service, and other assistants to the bishop will receive \$1250 per year and 10 days leave per year.

Staff continuing education plans are subject to approval by the bishop. The bishop's continuing education plans are subject to approval by the executive committee.

It is the employee's responsibility to seek out the courses and other training mediums that will enhance his or her career development and are in line with the organization's mission. Professional development can be obtained through attendance at seminars,



educational courses or webinars, and degree programs that will assist the employee in performing his or her essential job functions and increase the employee's contribution to the organization.

Membership fees to professional organizations, subscriptions for scholarly journals, books and computer-based resources are also included.”

#### **10.10 Book Allowance**

All employees are provided with book allowance funds as part of the synod benefit package. Independent contractors are not eligible unless it is included in their contract. Temporary employees are not eligible. The employees are allowed a book allowance to be used at their discretion for books and publications.

- Full time non-rostered employees may request up to \$100 annually with no carry over.
- The bishop and Ministers of Word and Sacrament, Ministers of Word and Service, and other assistants to the bishop may request \$200 annually with no carry over.

#### **10.11 Sabbatical Leave**

The synod recognizes that employees have a need to increase and extend their knowledge and competency in their fields of specialization. This may be accomplished through a sabbatical leave. Sabbatical leaves are restricted and are intended for use only by those regular, full-time, exempt employees (clergy or lay) for whom it can be demonstrated that such leave will increase their value to the synod. The bishop, at the bishop's sole discretion, determines which regular employees will be granted a sabbatical leave.

A sabbatical leave is normally a period of three months, during which time full salary and benefits will be continued. The employee may receive up to \$2000 from the Synod Staff Sabbatical Fund. Outside funding may be sought by the applicant. Accrued continuing education funds may also be used.

A regular employee is eligible to request a sabbatical leave after five years of full-time employment by the synod. An employee granted sabbatical leave shall be committed to a minimum of one year of service to the synod after the conclusion of the leave, unless an exception is granted by the bishop, in consultation with the executive committee. Subsequent leaves for the same employee may be considered at five-year intervals, pending completion of sabbatical leaves by other eligible employees.

Requests for sabbatical leaves, including the program of study, are to be submitted in writing to the bishop for approval. The bishop shall notify the executive committee of the proposed program of study. Sabbatical leaves are to be granted so that employee sabbaticals do not overlap.

A full report on the work completed shall be made by the employee to the bishop within two months after completion of the leave.

Sabbatical leave shall not be accrued; an employee who leaves employment without using eligible sabbatical leave is not entitled to any sabbatical payment.

## **11.0 ABSENCE FROM WORK**

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### **11.1 Sick Leave**

Employees are eligible for paid sick leave up to eight weeks per year and provision for disability thereafter as coordinated with Portico Benefit Services.

The bishop's designee shall monitor individual employee records in this regard, and any absence of more than four consecutive days may require that the employee furnish a physician's statement. Failure to provide such a statement may result in disciplinary action and an appropriate deduction from the employee's salary for the period of absence.

Employees cannot carry over sick from one year to another. Employees will not be paid for unused sick leave upon separation from employment.

### **11.2 Vacation**

Regular full-time and regular part-time employees begin to accrue vacation time during their first calendar year of service with the synod. (A calendar year is defined as January 1 through December 31.) Accrued vacation may be taken on a quarterly basis (March, June, September, December), and is preferably used in the calendar year in which it is accrued. However, a maximum of five accrued vacation days may be carried over to the next year. Vacation days may be taken only with the approval of the bishop or bishop's designee.

Employees will receive vacation time in accordance with the following schedule:

- 1<sup>st</sup> through 2<sup>nd</sup> year of service: up to 10 working days
- 3<sup>rd</sup> through 5<sup>th</sup> year of service: up to 15 working days
- 6<sup>th</sup> year and beyond: up to 20 working days

The above schedule applies to all employees except the bishop and Ministers of Word and Sacrament, Ministers of Word and Service, and other assistants to the bishop who accrue 20 workings days per calendar year.

Persons who have previously been employed by an ELCA church-related organization shall have 100% of that service counted in determining the rate at which their vacation time is accrued.

### **11.3 Payment for Unused Vacation**

At the time of separation from the synod, an employee will be paid for unused, earned vacation leave. All benefits will continue through the period of earned vacation.

#### **11.4 Compassionate and Emergency Leave**

In the event of a death in the immediate family (spouse, or son, daughter, mother, father, brother, sister, grandparent, grandchild, or legal guardian of either the employee or the employee's spouse), an employee will be allowed leave with pay, not to exceed five (5) working days. In emergency situations, leave with pay may be granted for a reasonable period in excess of five days by the bishop.

#### **11.5 Jury Duty**

A regular full-time or part-time employee who is required to serve on a jury shall be entitled to full pay during the period of such service. Fees paid to employees for serving on jury duty may be retained by the employee.

#### **11.6 Leave without Pay**

Leave without pay for personal reasons may be granted under exceptional circumstances by the bishop to an employee after due consideration has been given to the work requirements of the office. Leave without pay may be granted for a period of three months. Such leaves of absence are granted by the bishop. Service credits and other benefits do not accrue to an employee while on a leave of absence.

#### **11.7 Military Leave**

The synod will grant leave to employees for service in the uniformed services in compliance with the Uniformed Services Employment and Reemployment Rights Act of 1994 or any successive applicable legislation. All required notice to the synod shall be given by the employee to the bishop or the bishop's designee in compliance with the Act.

#### **11.8 Absence Due to Weather or Travel Conditions**

The offices of the Southeastern Minnesota Synod will be closed due to weather or travel conditions on the same days as closures are announced by the Rochester Public Schools or when authorized by the bishop or the bishop's designee. Employees will not be paid for days on which the synod offices are not closed due to weather or travel conditions unless the employee opts to use accrued vacation and/or personal days on such days.

#### **11.9 Other Paid Leave**

Circumstances may arise which warrant a decision that is in the best interests of all parties concerned to place a staff member in a special paid leave status for a period of time. Such a decision can be made only by the bishop or the executive committee. This special, paid leave status, to be classified as Administrative Leave will be determined on a case-by-case basis, when no other available paid leave is appropriate.

## **12.0 FAMILY AND MEDICAL LEAVE ACT**

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The synod complies with Family and Medical Leave Act ("FMLA"). The synod posts the mandatory FMLA Notice and upon hire provides all new employees with notices required by the United States Department of Labor (DOL) on Employee Rights and Responsibilities under the FMLA.

The function of this policy is to provide employees with a general description of their FMLA rights.

### **12.1 General Provisions**

Under this policy, the Synod will grant up to 12 weeks (or up to 26 weeks of military caregiver leave to care for a covered service member with a serious injury or illness) during a 12-month period to eligible employees. The leave may be paid, unpaid or a combination of paid and unpaid leave, depending on the circumstances of the leave and as specified in this policy.

### **12.2 Eligibility**

To qualify to take family or medical leave under this policy, the employee must meet all of the following conditions:

- A. The employee must have worked for the synod for 12 months or 52 weeks. The 12 months or 52 weeks need not have been consecutive. Separate periods of employment will be counted, provided that the break in service does not exceed seven years. Separate periods of employment will be counted if the break in service exceeds seven years due to National Guard or Reserve military service obligations or when there is a written agreement, including a collective bargaining agreement, stating the employer's intention to rehire the employee after the service break. For eligibility purposes, an employee will be considered to have been employed for an entire week even if the employee was on the payroll for only part of a week or if the employee is on leave during the week.
- B. The employee must have worked at least 1,250 hours during the 12-month period immediately before the date when the leave is requested to commence. The principles established under the Fair Labor Standards Act (FLSA) determine the

number of hours worked by an employee. The FLSA does not include time spent on paid or unpaid leave as hours worked. Consequently, these hours of leave should not be counted in determining the 1,250 hours eligibility test for an employee under FMLA.

- C. The employee must work in a worksite where 50 or more employees are employed by the synod within 75 miles of that office or worksite. The distance is to be calculated by using available transportation by the most direct route.

### **12.3 Type of Leave Covered**

To qualify as FMLA leave under this policy, the employee must be taking leave for one of the reasons listed below:

- A. The birth of a child and in order to care for that child.
- B. The placement of a child for adoption or foster care and to care for the newly placed child.
- C. To care for a spouse, child or parent with a serious health condition (described below).
- D. The serious health condition (described below) of the employee.

An employee may take leave because of a serious health condition that makes the employee unable to perform the functions of the employee's position.

A serious health condition is defined as a condition that requires inpatient care at a hospital, hospice or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care or a condition that requires continuing care by a licensed health care provider.

This policy covers illnesses of a serious and long-term nature, resulting in recurring or lengthy absences. Generally, a chronic or long-term health condition that would result in a period of three consecutive days of incapacity with the first visit to the health care provider within seven days of the onset of the incapacity and a second visit within 30 days of the incapacity would be considered a serious health condition. For chronic conditions requiring periodic health care visits for treatment, such visits must take place at least twice a year.

Employees with questions about what illnesses are covered under this FMLA policy or under the synod's sick leave policy are encouraged to consult with Human Resources.

If an employee takes paid sick leave for a condition that progresses into a serious health condition and the employee requests unpaid leave as provided under this policy, the Synod may designate all or some portion of related leave taken as

leave under this policy, to the extent that the earlier leave meets the necessary qualifications.

- E. Qualifying exigency leave for families of members of the National Guard or Reserves or of a regular component of the Armed Forces when the covered military member is on covered active duty or called to covered active duty.

An employee whose spouse, son, daughter or parent either has been notified of an impending call or order to covered active military duty or who is already on covered active duty may take up to 12 weeks of leave for reasons related to or affected by the family member's call-up or service. The qualifying exigency must be one of the following:

- (a) Short-notice deployment.
- (b) Military events and activities.
- (c) Child care and school activities.
- (d) Financial and legal arrangements.
- (e) Counseling.
- (f) Rest and recuperation.
- (g) Post-deployment activities.
- (h) Additional activities that arise out of active duty, provided that the employer and employee agree, including agreement on timing and duration of the leave.

- F. Eligible employees are entitled to FMLA leave to care for a current member of the Armed Forces, including a member of the National Guard or Reserves, or a member of the Armed Forces, the National Guard or Reserves who is on the temporary disability retired list, who has a serious injury or illness incurred in the line of duty on active duty for which he or she is undergoing medical treatment, recuperation, or therapy; or otherwise in outpatient status; or otherwise on the temporary disability retired list. Eligible employees may not take leave under this provision to care for former members of the Armed Forces, former members of the National Guard and Reserves, and members on the permanent disability retired list.

In order to care for a covered service member, an eligible employee must be the spouse, son, daughter, or parent, or next of kin of a covered service member.

- (a) A "son or daughter of a covered service member" means the covered service member's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the covered service member stood in loco parentis, and who is of any age.

- (b) A "parent of a covered service member" means a covered service member's biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the covered service member. This term does not include parents "in law".
- (c) The "next of kin of a covered service member" is the nearest blood relative, other than the covered service member's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the service member by court decree or statutory provision, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered service member has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made, and there are multiple family members with the same level of relationship to the covered service member, all such family members shall be considered the covered service member's next of kin and may take FMLA leave to provide care to the covered service member, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered service member's only next of kin. For example, if a covered service member has three siblings and has not designated a blood relative to provide care, all three siblings would be considered the covered service member's next of kin. Alternatively, where a covered service member has a sibling(s) and designates a cousin as his or her next of kin for FMLA purposes, then only the designated cousin is eligible as the covered service member's next of kin. An employer is permitted to require an employee to provide confirmation of covered family relationship.

"Covered active duty" means:

- (a) "Covered active duty" for members of a regular component of the Armed Forces means duty during deployment of the member with the Armed Forces to a foreign country.
- (b) "Covered active duty" for members of the reserve components of the Armed Forces (members of the U.S. National Guard and Reserves) means duty during deployment of the member with the Armed Forces to a foreign country under a call or order to active duty in a contingency operation as defined in section 101(a)(13)(B) of title 10, United States Code, (a) in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and

The leave may commence as soon as the individual receives the call-up notice. (Son or daughter for this type of FMLA leave is defined the same as for child for other types of FMLA leave except that the person does not have to be a minor.) This type of leave would be counted toward the employee's 12-week maximum of FMLA leave in a 12-month period.

- G. Military caregiver leave (also known as covered service member leave) to care for an injured or ill service member or veteran.

An employee whose son, daughter, parent or next of kin is a covered service member may take up to 26 weeks in a single 12-month period to take care of leave to care for that service member.

Next of kin is defined as the closest blood relative of the injured or recovering service member.

The term "covered service member" means:

- (a) a member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or
- (b) a veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of 5 years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

The term "serious injury or illness means:

- (a) in the case of a member of the Armed Forces (including a member of the National Guard or Reserves), means an injury or illness that was incurred by the member in line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating; and
- (b) in the case of a veteran who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during a period when the person was a covered service member, means a qualifying (as defined by the Secretary of Labor) injury or illness incurred by a covered service member in the line of duty on active duty that may render the service member medically unfit to perform the duties of his or her office, grade, rank or rating.
- (c) status, with respect to a covered service member, means the status of a member of the Armed Forces assigned to either a military medical treatment facility as an outpatient; or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.

## 12.4 Amount of Leave



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

An eligible employee can take up to 26 weeks for the FMLA circumstance (6) above (military caregiver leave) during a single 12-month period. For this military caregiver leave, the synod will measure the 12-month period as a rolling 12-month period measured forward. FMLA leave already taken for other FMLA circumstances will be deducted from the total of 26 weeks available.

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

## **12.5 Employee Status and Benefits During Leave**

While an employee is on leave, the synod will continue the employee's health benefits during the leave period at the same level and under the same conditions as if the employee had continued to work.

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

## **12.6 Employee Status After Leave**

An employee who takes leave under this policy may be asked to provide a fitness for duty (FFD) clearance from the health care provider. This requirement will be included in the employer's response to the FMLA request. Generally, an employee who takes FMLA leave will be able to return to the same position or a position with equivalent status, pay, benefits and other employment terms. The position will be the same or one which is virtually identical in terms of pay, benefits and working conditions. The synod may choose to exempt certain key employees from this requirement and not return them to the same or similar position.

## **12.7 Use of Paid and Unpaid Leave**

An employee who is taking FMLA leave because of the employee's own serious health condition or the serious health condition of a family member must use all paid vacation, personal or sick leave prior to being eligible for unpaid leave. Sick leave may be run concurrently with FMLA leave if the reason for the FMLA leave is covered by the established sick leave policy.

Disability leave for the birth of the child and for an employee's serious health condition, including workers' compensation leave (to the extent that it qualifies), will be designated as FMLA leave and will run concurrently with FMLA. For example, if an employer provides six weeks of pregnancy disability leave, the six weeks will be designated as FMLA leave and counted toward the employee's 12-week entitlement. The employee may then be required to substitute accrued (or earned) paid leave as appropriate before being eligible for unpaid leave for what remains of the 12-week entitlement. An employee who is taking leave for the adoption or foster care of a child must use all paid vacation, personal or family leave prior to being eligible for unpaid leave.

An employee who is using military FMLA leave for a qualifying exigency must use all paid vacation and personal leave prior to being eligible for unpaid leave. An employee using FMLA military caregiver leave must also use all paid vacation, personal leave or sick leave (as long as the reason for the absence is covered by the synod's sick leave policy) prior to being eligible for unpaid leave.

## **12.8 Intermittent Leave or a Reduced Work Schedule**

The employee may take FMLA leave in 12 consecutive weeks, may use the leave intermittently (take a day periodically when needed over the year) or, under certain circumstances, may use the leave to reduce the workweek or workday, resulting in a reduced hour schedule. In all cases, the leave may not exceed a total of 12 workweeks (or 26 workweeks to care for an injured or ill service member over a 12-month period).

The Synod may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule, in instances of when leave for the employee or employee's family member is foreseeable and for planned medical treatment, including recovery from a serious health condition or to care for a child after birth, or placement for adoption or foster care.

For the birth, adoption or foster care of a child, the synod and the employee must mutually agree to the schedule before the employee may take the leave intermittently or work a reduced hour schedule. Leave for birth, adoption or foster care of a child must be taken within one year of the birth or placement of the child.

If the employee is taking leave for a serious health condition or because of the serious health condition of a family member, the employee should try to reach agreement with

the synod before taking intermittent leave or working a reduced hour schedule. If this is not possible, then the employee must prove that the use of the leave is medically necessary.

## **12.9 Certification for the Employee's Serious Health Condition**

The Synod will require certification for the employee's serious health condition. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. Medical certification will be provided using the DOL Certification of Health Care Provider for Employee's Serious Health Condition <http://www.dol.gov/esa/whd/forms/WH-380-E.pdf>

The Synod may directly contact the employee's health care provider for verification or clarification purposes using a health care professional, an HR professional, leave administrator or management official. The Synod will not use the employee's direct supervisor for this contact. Before the synod makes this direct contact with the health care provider, the employee will be given an opportunity to resolve any deficiencies in the medical certification. In compliance with HIPAA Medical Privacy Rules, the synod will obtain the employee's permission for clarification of individually identifiable health information.

The Synod has the right to ask for a second opinion if it has reason to doubt the certification. The Synod will pay for the employee to get a certification from a second doctor, which the synod will select. The Synod may deny FMLA leave to an employee who refuses to release relevant medical records to the health care provider designated to provide a second or third opinion. If necessary to resolve a conflict between the original certification and the second opinion, the Synod will require the opinion of a third doctor. The Synod and the employee will mutually select the third doctor, and the Synod will pay for the opinion. This third opinion will be considered final. The employee will be provisionally entitled to leave and benefits under the FMLA pending the second and/or third opinion.

## **12.10 Certification for the Family Member's Serious Health Condition**

The Synod will require certification for the family member's serious health condition. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. Medical certification will be provided using the DOL Certification of Health Care Provider for Family Member's Serious Health Condition <http://www.dol.gov/esa/whcl/forms/WH-380-F.pdn>.

The Synod may directly contact the employee's family member's health care provider for verification or clarification purposes using a health care professional, an HR professional, leave administrator or management official. The Synod will not use the employee's direct supervisor for this contact. Before the synod makes this direct contact with the health care provider, the employee will be given an opportunity to resolve any deficiencies in the medical certification. In compliance with HIPAA Medical Privacy Rules, the synod will obtain the employee's family member's permission for clarification of individually identifiable health information.

The Synod has the right to ask for a second opinion if it has reason to doubt the certification. The Synod will pay for the employee's family member to get a certification from a second doctor, which the synod will select. The Synod may deny FMLA leave to an employee whose family member refuses to release relevant medical records to the health care provider designated to provide a second or third opinion. If necessary to resolve a conflict between the original certification and the second opinion, the Synod will require the opinion of a third doctor. The Synod and the employee will mutually select the third doctor, and the Synod will pay for the opinion. This third opinion will be considered final. The employee will be provisionally entitled to leave and benefits under the FMLA pending the second and/or third opinion.

#### **12.11 Certification of Qualifying Exigency for Military Family Leave**

The Synod will require certification of the qualifying exigency for military family leave. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. This certification will be provided using the DOL Certification of Qualifying Exigency for Military Family Leave  
<http://www.dol.gov/esa/whd/forms/WH-384.pdf>

#### **12.12 Certification for Serious Injury or Illness of Covered Service member for Military Family Leave**

The Synod will require certification for the serious injury or illness of the covered service member. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. This certification will be provided using the DOL Certification for Serious Injury or Illness of Covered Service member  
[http://www.dol.gov/esa/whd/forms/WH-385 .pdf](http://www.dol.gov/esa/whd/forms/WH-385.pdf)

#### **12.13 Recertification**

The Synod may request recertification for the serious health condition of the employee or the employee's family member no more frequently than every 30 days and only when circumstances have changed significantly, or if the employer receives information casting doubt on the reason given for the absence, or if the employee seeks an extension of his or her leave. Otherwise, the Synod may request recertification for the serious health

condition of the employee or the employee's family member every six months in connection with an FMLA absence. The synod may provide the employee's health care provider with the employee's attendance records and ask whether need for leave is consistent with the employee's serious health condition.

#### **12.14 Procedure for Requesting FMLA Leave**

All employees requesting FMLA leave must provide verbal or written notice of the need for the leave to the HR manager. Within five business days after the employee has provided this notice, the HR manager will complete and provide the employee with the DOL Notice of Eligibility and Rights

[http://www.dol.gov/esa/whd/fmla/finalrule/WH381 .pdf](http://www.dol.gov/esa/whd/fmla/finalrule/WH381.pdf)

When the need for the leave is foreseeable, the employee must provide the employer with at least 30 days' notice. When an employee becomes aware of a need for FMLA leave less than 30 days in advance, the employee must provide notice of the need for the leave either the same day or the next business day. When the need for FMLA leave is not foreseeable, the employee must comply with the synod's usual and customary notice and procedural requirements for requesting leave, absent unusual circumstances.

#### **12.15 Designation of FMLA Leave**

Within five business days after the employee has submitted the appropriate certification form, the HR manager will complete and provide the employee with a written response to the employee's request for FMLA leave using the DOL Designation Notice <http://www.dol.gov/esa/whd/forms/WH-382.pdf>.

#### **12.16 Intent to Return to Work From FMLA Leave**

On a basis that does not discriminate against employees on FMLA leave, the Synod may require an employee on FMLA leave to report periodically on the employee's status and intent to return to work.

### **13.0 SAFETY**

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At the synod office, people are our most valuable asset. To ensure the safety of all our people, we make every reasonable effort to provide a safe healthy, and accident-free environment. All employees, as a condition of employment, must conform to the following basic rules:

1. Obey all safety rules.
2. Follow all instruction pertaining to the use of tools and equipment.
3. Report any unsafe condition of equipment, vehicles, or property immediately to the bishop.
4. Report any injury, however slight, to the bishop immediately.
5. No smoking is permitted.

## **14.0 CHILDREN IN THE WORKPLACE**

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Children are welcome to visit employees at the office for such purposes as lunch, a brief visit to a work station or for special occasions when they are specifically invited. The hosting employee is responsible for the children during such visits and should remain with them at all times.

Children should not be brought to the work site as a substitute for other child care arrangements. If an employee is faced with an unforeseen circumstance where child care arrangements have been disrupted, the bishop or bishop's designee may grant an exception if the following conditions are met: alternate arrangements are being made and the time the child will be in the work area is brief; the child is accompanied by the employee at all times; and the employee is able to perform his or her regular job duties at all times.

## **15.0 SEPARATION AND RETIREMENT**

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### **15.1 Completion of Term**

At the expiration of call, election, or employment of an employee who is called, elected, or employed for a specific term pursuant to a contract, employment shall terminate at the end of that specified term unless re-election or re-employment occurs.

### **15.2 Termination without Prejudice**

- A. Any termination of a call, election, or employment by this synod at any time, for any reason other than a termination for cause shall be referred to as a termination without prejudice. Employees will ordinarily be given two months' notice of termination without prejudice. The bishop may discharge the synod's obligation in such case by prepayment of salary for the designated period, in lieu of continued service. If an employee who is called is to be terminated, his or her employment and call will terminate on the same date.
- B. If employment is to be terminated within the initial three-month period, either at the request of the employee or this synod, a two-week notice shall be provided unless the termination is for cause. If an employee is terminated for cause, notice may be immediate.

### **15.3 Termination for Cause**

All employees of the synod, except the bishop and except those serving pursuant to an employment contract executed in conformity with paragraph 1.4, are employees “at will,” which means that both the synod and the employee have the right to terminate employment at any time. In addition to poor work performance that has been fully documented, other examples of termination for cause include, but are not limited to: insubordination, fighting, dishonesty, violating a law or ELCA or synod policy, theft, or sexual harassment in the work place. If an employee is terminated for cause, notice may be immediate.

#### **15.4 Resignation**

Employees who wish to voluntarily terminate their employment are expected to give a two week notice. Employees who resign will receive payment for the time they have worked since the last pay period and for their unused vacation time. An employee who resigns shall not receive separation pay.

#### **15.5 Separation Pay**

Where separation from employment is by termination without prejudice, separation pay in the amount of two weeks’ salary shall be granted. The bishop may give further consideration to an employee terminated without prejudice, depending on the circumstances of the termination and the length of service, with up to a maximum of three (3) months’ paid salary. The bishop shall advise the executive committee of any separation pay greater than two weeks’ salary.

#### **15.6 Reduction in Work Force**

If the synod needs to reduce its work force due to budget considerations, issues of priorities of the mission of the synod and seniority will be considered.

### **16.0 SEVERANCE BENEFITS**

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#### **16.1 Purpose**

These severance benefits are to be understood as providing support during the employee’s transition from employment with the synod.

#### **16.2 Eligible Persons**

All regular employees (hereinafter referred to as severance benefits recipients) are eligible for severance benefits if their employment is involuntarily terminated due to

action of the synod by non-election of the incumbent synodical bishop, budget restraints, change of position functions, or non-continuation of employment upon request of a newly elected bishop. Neither disability nor retirement qualifies for severance benefits.

### **16.3 Benefits**

Severance benefits shall be:

- A.** Effective for the severance benefits recipient who has served at least one full term as bishop or a term concurrent with the bishop's term of service. Employees who have served less than three years of the bishop's term shall have severance benefits pro-rated by the percentage of time of service.
- B.** Paid upon vacating the position and following the period covered by unused vacation time earned during the twelve months prior to termination.
- C.** Paid on the severance benefits recipient's regular pay periods.
- D.** Paid for three months.
- E.** In the event of new employment prior to the expiration of the severance period, a new employment incentive payment will be developed. This new payment, paid in a lump sum payment, will be based on the greater of: 30% of the base salary for the unexpired severance weeks or if the new weekly salary is less than the base salary, an amount equal to the difference between the employee's new weekly salary and the base salary for duration of the unexpired severance weeks.

### **16.4 Amount of Benefits**

Benefits recipients will receive:

- A.** Current monthly compensation (salary, housing and FICA reimbursement, if applicable).
- B.** Participation in the ELCA Portico Benefit Services plan: pensions at the designated rate, survivor benefits plan, medical/dental benefits plan, and disability benefits plan for the months of severance benefits, if applicable.

Following the expiration of the severance benefits, benefits recipients may retain their participation in the survivor benefits, major medical/dental plans and disability benefits plan at their own expense according to the provisions of the applicable plans and federal and state law. Solely for the purpose of determining rights to continue benefits under



those plans, the severance benefits recipient's termination of call/employment shall be deemed to occur on the date severance benefits cease.

## **16.5 Disposition**

In case of a difference of opinion in the interpretation of this severance benefits policy, the executive committee shall make the final disposition.

## **17.0 GRIEVANCE PROCEDURE**

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Addressing and resolving issues in the work place and in the synod are primary ministries, offering opportunities to grow and occasions for practicing justice. Whenever possible, grievances (conflicts) should initially be discussed directly by the persons involved. If the issue cannot be resolved, the grievance should be discussed with the employee's immediate supervisor. Either a mutual ministry committee or an outside consultant may be used to facilitate discussion.

### **17.1 Filing of Grievance**

If the grievance cannot be resolved informally, the employee may file a written grievance with the bishop, with a copy to the executive committee. The bishop shall provide a written response to the employee within five (5) working days after the grievance is received.

### **17.2 Response to Grievance**

If the employee is not satisfied with the response by the bishop, the employee may submit a written request for a hearing with the executive committee. This request must be received within ten (10) working days after the date of the response by the bishop.

### **17.3 Hearing on Grievance**

If an employee requests a review of the bishop's decision on a grievance, the executive committee shall make the final determination. The committee shall schedule a hearing within ten (10) working days of receiving a request for review of the grievance. At least five (5) working days in advance of the date set for the hearing, notice of the hearing shall be given to the employee, the employee's supervisor, and the bishop. All hearings shall be closed to the public. The employee may be present at the hearing and may bring an advocate of the employee's choosing other than legal counsel. The grievant shall be notified in writing regarding the disposition of the grievance, within five (5) working days after the hearing.

Employee grievances are to be processed promptly; however, time limits may be waived or extended by the executive committee under extraordinary circumstances, or with the written consent of both parties.

## **18.0 HARASSMENT**

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### **18.1 Policy**

It is the policy of this synod to maintain a work place free of any form of harassment or intimidation based upon a person's race, color, religion, gender, national origin, age, disability, sexual preference, marital status or status with regard to public assistance. Any form of harassment within the work place is unacceptable behavior and is subject to appropriate disciplinary action.

### **18.2 Sexual Harassment Definition**

Sexual harassment includes, but is not limited to: unwelcome and unsolicited sexual advances, requests for sexual favors, discriminatory tormenting based on gender and other undesired verbal, visual, or physical conduct of a sexual nature. In particular, sexual harassment:

- A.** Is submission to any kind of sexual harassment as an explicit or implicit term or condition of employment;
- B.** Is submission to, or rejection of, sexually harassing behavior if used as a basis for employment or other personnel decisions affecting the recipient of the behavior;
- C.** Has the purpose or effect of unreasonably interfering with the recipient's work performance or creating an intimidating, hostile, or offensive work environment.

### **18.3 Reporting Harassment**

Any employee who believes there has been a violation of this harassment policy has the right and responsibility to report the perceived violation as soon as possible, either to the employee's supervisor or the bishop or bishop's designee. Any complaint received must be reported to the bishop. The bishop shall address all allegations promptly, objectively, and confidentially, and shall conduct further investigation where appropriate. In the event that the complaint is against the bishop, the complaint shall be reported to the executive committee for review and resolution. An employee has the right to the presence of an advisor at any and all proceedings regarding the complaint.

This synod shall take no adverse action against an employee based on the employee's good faith complaint of harassment, and shall, to the extent possible, protect such employee against reprisal from other individuals. Employees found to have engaged in harassment, retaliation, or reprisal, or who have failed to report violations or employee complaints to the bishop, shall be subject to disciplinary action, including termination.

This synod recognizes that a question of whether a particular action or course of conduct constitutes harassment requires a factual determination. This synod recognizes also that false accusations of sexual or other harassment can cause serious harm to innocent persons. Therefore, a thorough review will be conducted in each case.

#### **18.4 Appeals**

If an employee is not satisfied with the action taken by the bishop, the employee may seek review by following the steps specified under grievance procedures (Section XX.0).

### **19.0 EMPLOYEE ETHICS**

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The ethics policy applies to all employees of the synod in matters relating to the performance of their duties and responsibilities for the synod.

All funds and property received and administered by the synod are entrusted to the organization by God through the faithful financial support of congregations and friends. The highest degree of stewardship and fiduciary responsibility is expected of all employees, including the receiving, reporting, and use of funds, property, and time. Employees are responsible for complying with laws, regulations, and synod policies and procedures.

#### **19.1 Standards of Ethical Conduct**

##### **Duty of Loyalty**

Each employee is responsible for acting in the best interests of the synod. These responsibilities are set forth below.

##### **Conflicts of Interest**

All employees shall avoid conflicts of interest, potential conflicts of interest, and situations that give the appearance of conflicts of interest.

a. 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 synod. Personal advantage means a financial interest or some other personal interest, whether present or potential, whether direct or indirect. This standard applies to all actual and contemplated transactions. When in doubt, the employee is to assume there might be a conflict.

b. 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.

c. 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 board, program committee, or advisory 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.

d. 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 synod. 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.

e. 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 received any goods, materials and services to or from the synod. Occasion gifts of less than \$45.00 value such as flowers or foodstuffs are exempt from this rule.

#### Gifts

Gifts that primarily benefit the synod and not an individual, such as gifts of hospitality given to the synod by hotels, convention centers and conferences in relation to official 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 participations are to be reported, in advance if possible, to the bishop or the Executive Committee.

#### Confidentiality

Employees shall not disclose information about the synod that is not known outside of the synod or is not known by public means. All employees must sign a Confidentiality Agreement annually.

#### Duty of Care

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

#### Transactions and Reports

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, expense reports,

disbursement requests and payroll transactions. This also includes safeguarding all physical, financial, informational, and other synod 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 synod. The use of the synod's funds for any unauthorized or unlawful purpose is prohibited.

#### 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 other. 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 or the Executive Committee. There will be no retaliation for good faith complaints, reports, or participation in an investigation. All employees must sign a Disclosure Statement annually.

#### Violations

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

## **20.0 USE OF ELECTRONIC COMMUNICATIONS TECHNOLOGY SYSTEMS**

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Employees are prohibited from using the synod's electronic communication systems and equipment, including but not limited to electronic mail and voice mail, to engage in behavior that would violate these personnel policies. Examples of violations of this policy include, but are not limited to, sending messages containing racist material of any kind, sexual innuendoes or inappropriate jokes or downloading, copying or sending confidential information to unauthorized internal or external recipients. Employees have no expectation of privacy, and the synod reserves the right to monitor employee use of these systems to ensure compliance with these policies.

Excessive or inappropriate personal use of the synod's electronic communication systems or equipment may be grounds for discipline, up to and including termination.

All workplace electronic communications systems and equipment are the property of the synod to be used to facilitate the work of the synod. All software that has been installed on synod computers and any data collected, downloaded, and/or created on synod computers is the exclusive property of the synod and may not be copied or transmitted to any outside entity for any purpose not directly related to the work of the synod. Upon termination of employment, no employee shall remove any software or data from the synod's computers.

## **21.0 NON-WORK CONDUCT**

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The synod expects employees to refrain from engaging in non-work behavior that would reflect negatively on the employee or the synod. Employees must not engage in behaviors away from the workplace that could damage the reputation of the employee or synod, interfere with the employees' ability to do their work, breach member, co-worker or synod confidentiality, or

violate the synod anti-harassment policy. This specifically includes, but is not limited to, internet and email use, personal websites, and online social networking websites such as Facebook.

## **22.0 SOCIAL MEDIA/NETWORKING**

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The following is the synod's social media and social networking policy. The absence of, or lack of explicit reference to a specific site does not limit the extent of the application of this policy. Where no policy or guidelines exist, employees should use their professional judgment and take the most prudent action possible. Consult with the bishop if you are uncertain.

- A. Staff is not permitted to create, use, or maintain any employer related social networking sites without the bishop's permission.
- B. Personal blogs should have clear disclaimers that the views expressed by the author in the blog is the author's alone and do not represent the views of the bishop or the synod. Be clear and write in first person. Make your writing clear that you are speaking for yourself and not on behalf of the synod.
- C. Information published on your personal social media site(s) should comply with the synod's legal ethics and member confidentiality. This also applies to comments posted on other blogs, forums, and social networking sites.
- D. Be respectful to the synod, other employees, members, partners, and competitors.
- E. Social media activities are not permitted during the hours you are paid unless it is part of your duties or with the consent of the synod.
- F. Your online presence reflects the synod. Be aware that your actions captured via images, posts, or comments may reflect on the synod.
- G. Do not reference on your personal sites any information regarding a member or member matter.
- H. The synod's name or logos may not be used without written consent.
- I. Failure to comply with policy may result in negative employment consequences, including termination.

## **23.0 PRIVACY**

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The synod has established the following privacy policy that governs all aspects of your employment whether on the premises of the synod or elsewhere while you are performing your duties. The synod reserves the right to amend these policies at any time without notice.

Synod property, offices, desks, machines and equipment are the synod's property and not the employees private work space. Employees and synod property and work space are subject to search and monitoring at any time while on synod property and during working hours. This specifically includes but is not limited to the person, purses, pockets, offices, desks, lunch boxes backpacks and/or briefcases and motor vehicles. Anything employees bring to the work place is subject to monitoring and search.

You should not bring anything dangerous, improper, or illegal to the workplace such as controlled substances, weapons, drugs, pornography or any other material that you do not want discovered or disclosed. You have no expectation of privacy in anything in the work place.

## **24.0 CELL PHONES**

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The synod discourages personal use of personal cell phones during working hours. Limited use for personal reasons and emergencies is permitted if it does not interfere with your duties.

Reimbursement may be given to the bishop, Ministers of Word and Sacrament, Ministers of Word and Service, and other assistants to the bishop for business use of a personal cell phone up to \$50 per month.

## **25.0 FIRE ARMS**

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The synod does not permit guns on its premises. Employees may not carry or possess firearm at any time while acting in the course and scope of their employment. This includes, but is not limited to:

- Performing work during normal working hours;
- Driving on synod business
- Riding as a passenger in a vehicle or any type of mass transit on synod business;
- Working offsite on behalf of the synod
- Performing emergency or on-call work during normal business work hours or on weekends;
- Attending training or conferences on behalf of the synod.

Violations of this policy are subject to disciplinary action up to and including termination from employment.

## **26.0 SMOKING**

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The Southeastern Minnesota Synod provides a smoke-free workplace for all employees and those we serve.

No one is permitted to use tobacco products on synod property at any time.

## **27.0 FITNESS FOR DUTY**

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To aid in the protection of the health and well-being of our staff and to maintain a safe working environment for employees and those whom we serve, the Southeastern Minnesota Synod reserves the right to request a Fitness for Duty evaluation when:

- A.** There is reasonable cause for serious concern about an employee's ability to perform his or her role and duties safely;
- B.** An employee's behavior is grossly inappropriate for the workplace;
- C.** There is reasonable concern for workplace safety; or
- D.** Medical clarification or a second opinion is needed to support a reasonable request for accommodation.