



South-Central Synod of Wisconsin
Evangelical Lutheran Church in America
God's work. Our hands.

PERSONNEL POLICIES OF THE SOUTH-CENTRAL SYNOD OF WISCONSIN

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 South-Central Synod of Wisconsin (“synod”) is one of 65 oversight units for the life and ministry of the ELCA. In all of their service the employees of the synod shall carry out the duties to which they are assigned in faithfulness to the Confession of Faith (Chapter 4) and Statement of Purpose (Chapter 6) of the constitution 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 and/or the bishop’s designee to administer these policies with respect to persons in employ of the Synod and to 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.

These personnel policies do not create, imply, or express promise of continued employment of any employee by the synod. Nothing contained in these policies is intended to be contractually binding on the South-Central Synod of Wisconsin. The Synod Council reserves the right to revise, interpret, and revoke any of these policies at any time, without prior notice.

1.0 GENERAL

1.1 Authority

Adoption of these personnel policies by the Synod Council is granted by the general authority in the Constitution and Bylaws of this church. 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 to the policies are to be reported to the Executive Committee. Exceptions for the Bishop must be approved by the Executive Committee. Those individuals under Synod call to specialized, non-stipendiary, and other service, are not considered employees of the Synod and are not covered under these policies.

1.3 Employment at Will

These personnel policies do not create, imply, or express promise of continued employment to any employee by the South-Central Synod of Wisconsin. 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 and the Executive Committee, 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 Executive Committee, 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 immediately upon offer of employment. Copies can be found online on the Synod's website.

1.6 Exceptions and Amendments

Exceptions to these personnel policies may be granted and amendments may be made from time to time by the Synod Council when it is judged that such exceptions are in the best interest of both this church and the employee(s) concerned. No exception will be valid unless it is recorded in the minutes of the Synod Council. Synod Council may from time to time adopt amendments, corrections, additions or deletions to these personnel policies. Any such changes shall apply both to persons employed at the time the change is adopted and to persons employed thereafter, unless the Synod Council's action specifically provides to the contrary.

2.0 DEFINITION OF TERMS

2.1 Employee

As used herein, the term "employee" shall apply to any person in the employ of the Synod on an established salary or hourly basis. The term "employee" does not include a person employed temporarily through employment agencies or serving as an independent contractor. Such a person is not eligible for employee benefits and these personnel policies do not apply.

- A. The term “exempt employee” shall mean an employee who meets the conditions for exception of coverage by the Fair Labor Standards Act and is not eligible for overtime compensation.
- B. The term “non-exempt employee” shall mean an employee who is covered by the Fair Labor Standards Act and is eligible for overtime compensation.
- C. Synod Council officers cannot be employed by the Synod.

2.2 Employer

As used herein, the term “employer” means the South-Central Synod of Wisconsin (SCSW).

2.3 Work Week

- a. Non-exempt employees: Scheduled office hours are Monday through Thursday from 9:00 a.m. to 4:30 p.m. and Friday from 9:00 a.m. to noon.
- b. Exempt employees: Working hours will be flexible in recognition of the varied responsibilities of exempt employees that require work during the day and evenings. The workweek will normally be 50 hours.

2.4 Rostered Employees.

As used herein, the term “rostered employees” means employees who are on the roster of the ELCA and have been issued a Letter of Call by the Synod Council.

2.5 ELCA

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

3.0 EMPLOYEE CLASSIFICATIONS

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 thirty (30) or more hours per week.

3.2 Regular Part-time Employment

Regular part-time employment means employment on a regular schedule of less than 30 hours per week, other than employment classified as temporary employment for six months or less.

3.3 Temporary or Minimal Time

- 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

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 a rostered employee's service has been continuous, the date from which creditable service is computed will be the date on which the individual commenced full-time employment with 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 a rostered 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 rostered 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 rostered employee of this Synod, this church, or of a congregation in this church again becomes a rostered employee of this Synod, the rostered employee shall be reinstated without loss of creditable time if the rostered employee is re-employed after an absence of one year or less. If a former rostered 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 rostered employee were a new employee.

4.4 Anniversaries

This Synod is expected to recognize and honor extended periods of service in this church, beginning with the fifth year and at successive five year intervals. This recognition may be given at appropriate times such as board meetings, staff meetings, and synod assemblies. The Bishop shall establish a uniform policy for such recognition.

5.0 RECRUITMENT AND EMPLOYMENT

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 Application Form/Resume

An employment application form and/or resume will be submitted by applicants.

5.3 Personnel Records

Records will be maintained in the Synod office. Individual files will be maintained for each employee, containing the employee's employment application form/resume, 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.

5.4 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.

5.5 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 for rostered leaders, in conjunction with Letters of Employment, provided that these dates concur with the Letter of Call Procedure set out by the Office of the Secretary of the ELCA. Terms for those serving under call are co-terminus with the Bishop as described in S.8.14.
- 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 that 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.

- E. The Synod also provides for contractual agreements between the Synod and employees. These contracts are subject to the approval of the Executive Committee of the Synod Council, which provide for a start date, a specific salary, and an end date of employment. Employees on work contracts are not eligible for health and pension benefits.

5.6 Health Examination

The Bishop may require a pre-employment health examination of prospective employees, for the purpose of determining each person's capability to perform the duties of his or her position.

5.7 Required Background Checks

The Synod requires a criminal background check prior to the issuance of a letter of employment or letter of call and will fully comply with Wisconsin Statutes.

6.0 PERFORMANCE MANAGEMENT

6.1 Purpose

A uniform performance appraisal process will be used for all employees. 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. This is part of the ongoing process in which achievements are noted and the employee is counseled regarding further steps necessary in order to consistently meet agreed-upon requirements.

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 from the bishop or bishop's designee 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.

A copy of the completed appraisal will become a part of the employee's personnel file for a minimum of three years.

6.3 Performance Management Process

In certain cases, an employee's performance may not meet the standards or expectations necessary for acceptable performance of the job, but the shortcomings may be of the nature that may be reasonably viewed as correctable. In dealing with performance problems, the Synod will follow a progressive corrective action policy in order to give a clear format for both

supervisors and employees.

There shall be a cooperative effort between the Bishop or the bishop's designee and the employee in setting explicitly defined and attainable goals and actions to be taken by the employee and the supervisor to resolve work-related problems. Any or all of the following steps may be omitted if, in the sole discretion of the Bishop, circumstances warrant.

The process for performance management will be as follows:

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 timeframe 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 supervisor 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 Bishop or the bishop's designee. The warning should be specific, offer suggestions for improvement, include a reasonable and defined timeframe 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. Probation. If the problem is not satisfactorily resolved, the employee may be placed on probation. The probation meeting, which will include the employee, supervisor, and Bishop, shall be documented, including the date of the meeting, a description of the work-related problem(s), the course of corrective action to be taken, and the amount of time in which the employee and the supervisor shall resolve the problem. Probationary periods may be established for 30, 60, or 90 days. The summary of the conversation should include a specific statement that failure to resolve the work-related problem may lead to termination. If the employee fails to perform specific acts set forth in the probationary statement, termination may come before the end of the probation period. A copy of the meeting documentation shall be given to the employee and placed in the employee's file.

Step 5. Termination. If the employee's performance does not meet the expectations specified, the employee's performance 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 13.3 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.

6.4 Separation by Mutual Agreement

Employees and the Bishop may reach a mutual agreement, following discussion of a work-

related issue, whereby the interests of both would best be served by separation of the employee from employment. Under such circumstances, the separation would be without prejudice, and no further action would be taken. Such an agreement will be in writing and signed by the Bishop and the employee.

7.0 COMPENSATION PROGRAM

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.

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 Compensation Packages

Compensation proposals will be developed by the Bishop, at least annually, for review and approval by the Executive Committee.

7.3 Overtime

- A. Overtime must be authorized in advance of the time worked by the Bishop or the bishop's designee. 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, excluding rostered 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 40 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 Adjusting Hours within the Work Week or Pay Period

- A. 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 work week in which the overtime would have been earned but for the employee's adjusting his or her work hours. Time off will be allowed on an hour for hour basis.
- B. 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. Time off will be allowed on a time and one-half basis (e.g., an employee working 48 hours in the first week and 28 hours in the second week of the same pay period is not due overtime pay, if requested and approved.)

7.5 Pay Periods

Pay periods are the 15th and the 30th of the month for the preceding time period worked. If a normal pay day falls on a non-working day, paychecks will be issued on the last working day proceeding the non-working day.

7.6 Gifts and Fees for Outside Employment

Gifts or additional income for performing the normal duties and responsibilities of a position are not to be expected or accepted by employees. If a congregation or organization does provide a fee or gratuity, it shall be submitted to the Synod and placed in a designated Synod fund.

7.7 Garnishments and Wage Assignments

The Synod must honor wage assignments, as they represent a legal order to withhold and pay out a specified amount of employee earnings. If wages are attached, the employee will be notified immediately and must seek a release of the court in order to prevent deductions from being made.

8.0 REIMBURSABLE EXPENSES

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, with the exception of alcoholic beverages, in accordance with the ELCA corporate travel policy.

When authorized by the Bishop or Bishop's designee, employees will be reimbursed for authorized incidental Synod-related expenses incurred through the execution of their duties.

8.2 Use of Personal Automobile

When authorized by the Bishop or bishop's designee, employees will be reimbursed for authorized business use of their personal automobile in accordance with the IRS standard mileage rate.

8.3 Housing Allowance

An ordained employee of the Synod 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 prior to January 1 of the ensuing year by the Synod Council.

9.0 WORKING HOURS AND HOLIDAYS

9.1 Working Hours

- A. The work schedules for non-exempt employees will normally be on the basis of eight hours per day, Monday through Thursday, between the hours of 9:00 a.m. and 4:30 p.m., excluding a lunch period, and between 9:00 a.m. and 12:00 p.m. on Friday. Variations in the established hours for individual employees may be made by the Bishop and/or the bishop's designee, to adjust for particular travel or other considerations that might prevail, provided such variations do not conflict with the efficient operation of the office. Employee lunch and break periods will be scheduled to provide for the well-being of the staff and the effective operation of the office.
- B. A thirty (30) minute unpaid lunch period must be taken. A paid, ten (10) minute break may be taken by non-exempt employees each morning and afternoon, and is considered as time worked. These breaks may not be taken at the beginning or end of the work day or be part of the lunch period except in unusual circumstances with the permission of the bishop or bishop's designee
- C. Variations in the established hours for individual employees may be made by the Bishop or the bishop's designee, to adjust for particular travel or other considerations that might prevail, provided such variations do not conflict with the efficient operation of the office.
- D. Exempt employees are to organize their time schedules in order to effectively perform their duties, subject to the approval of the Bishop or their supervisor.

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 Bishop or the bishop's designee.

9.4 Holidays

The Synod office will be closed on the following eleven (11) holidays: New Year's Day, Martin Luther King's Birthday, Good Friday, Monday after Easter, 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.

9.5 Holidays Falling on Saturday or Sunday

If a holiday listed in paragraph 9.4 above 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. Eligible employees will be paid for these holidays to the same extent as indicated in paragraph 9.4.

9.6 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 Bishop or bishop's designee.

10.0 EMPLOYEE BENEFITS

10.1 Benefit Eligibility

- A. Temporary and/or minimal-time employees are not eligible for any of the benefits 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.

10.2 Social Security

The Synod will make contributions for lay and Word and Service, 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 Synod's published Salary and Compensation Guidelines. Ministers of Word and Sacrament 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 Wisconsin. Employees separated from employment with the Synod are not eligible to receive unemployment insurance.

10.5 Pension Plan

- A. Through the ELCA Board of Pensions, the Synod provides a pension plan for the benefit of its regular full-time employees and regular part-time employees, in an amount proportionate to the percentage of time they work, on average. Detailed information regarding benefits provided to Synod employees are contained in brochures published by the ELCA Board of Pensions and available to all employees. The pension 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 Board of Pensions.

- B. Under the provisions of the ELCA pension plan, a signed agreement between the Synod and the employee may reduce the employee's compensation to credit that amount to the pension 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.
- C. Employees may waive coverage under the Major Medical/Dental plan if they or their family are covered under other employee-provided (e.g., spouses) plans.

10.6 Flexible Benefit Plan

Flexible benefit plans are offered through the ELCA Board of Pensions.

10.7 Insurance Benefits

Through the ELCA, the Synod offers ELCA Board of Pensions insurance plans that 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 Board of Pensions.

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. 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

It is the Synod's policy to encourage and assist employees as much as possible to develop their present knowledge, acquire new skills, and experience growth in their development and service to the Synod through continuing education. Continuing education plans are to be related to the employee's job responsibilities and may be suggested by either the employee or his/her supervisor as part of the annual performance appraisal. Continuing education expenses will usually be funded by available Synod budget dollars allocated for this purpose.

- A. Exempt employees are eligible to receive support for continuing education annually in accord with compensation guidelines adopted by synod assembly. Plans for continuing education shall be approved by the Bishop.
- B. Non-exempt employees are eligible for continuing education as approved by the Bishop or the bishop's designee.

10.10 Sabbatical Leave

The Synod recognizes that rostered 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 rostered employees 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 rostered employees will be granted a sabbatical leave.

A sabbatical leave is normally a period of one to three months, during which time full salary and benefits will be continued. The employee is responsible for any tuition, materials, travel, or other costs associated with the leave. Budgeted continuing education/professional development funds may be applied to these expenses with the approval of the Synod Council.

A rostered 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.

Employees on sabbatical leave do not earn sick leave or vacation leave during their sabbatical period.

11.0 ABSENCE FROM WORK

11.1 Sick Leave

Unless otherwise specified in the letter of call or appointment, commencing on the first day of employment, regular full-time and regular part-time employees, in proportion to their average time worked, are eligible for ten (10) sick days in a calendar year for absences due to illness or injury. 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.

Absence from work of a longer duration will be considered in accordance with the pension policies and other benefit plans of the Synod. If extended and/or recurring health problems prevent an employee from satisfactory work performance, the employee should notify the Bishop. Sick leave may be carried over from year to year, but may not exceed twenty (20) working days. Employees will not be paid for accrued sick leave upon separation from employment. Employees do not earn sick leave or vacation leave while in paid or unpaid leave status, including sabbatical leave.

11.2 Vacation Leave

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 must be used in the calendar year in which it is accrued. Employees may carry over up to ten days unused vacation days into the following calendar year with prior authorization of the Bishop, but the ten (10) days must be taken in the first quarter of the following year. The maximum number of vacation days taken in any calendar year may not exceed thirty (30) days. Vacation days may be taken only with the approval of the Bishop or bishop's designee.

Regular full-time employees receive twenty (20) eight-hour days of vacation each calendar year; regular part-time employees earn vacation leave in proportion to their average time worked. Persons who have previously been employed by one of the predecessor churches or by a church-related organization (regional center for mission, synod, congregation, institution and/or agency affiliated with or related to any unit of this church), at any time within a five (5) year period preceding their employment with the Synod, shall have 100% of that service counted in determining the rate at which their vacation time is accrued, based on Synod compensation guidelines.

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 (5) days by the Bishop.

11.5 Jury Duty

An employee who is required to serve on a jury shall be entitled to their normal rate of pay during the period of such service. Fees paid to the employee for serving on jury duty are to be given to the Synod.

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 up to three months. Any leave exceeding two weeks must be approved by the Executive Committee. For the purpose of computing an employee's retirement date and other future applicable benefits, 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 Maternity/Paternity and Parenting Leave

Leaves under this section are for the purpose of issues related to parenting and may be taken only after six (6) months of continuous employment.

A. Maternity/Paternity Leave.

Eligible regular full-time and regular part-time employees will be provided six weeks of paid maternity/paternity leave in connection with the birth or adoption of a child with no reduction in compensation or benefits. Employees will be permitted to use accrued vacation and/or personal days in conjunction with maternity/paternity leave and are also eligible for parenting leave under paragraph C below. Employees who will be absent due to maternity/paternity leave are requested to provide the Bishop or the bishop's designee with as much advance notice as possible. During the period of maternity/paternity leave, vacation and sick leave do not accrue. For the purpose of computing an employee's retirement date, maternity/paternity leave will be considered as continuous service time.

Employees desiring additional leave, either prior to or following the child's birth, may apply for leave without pay under Section 11.6.

B. Family Leave

The Synod acknowledges no duty to provide family and medical leave under federal or state law. However, subject to the Bishop's approval, employees may be allowed up to 12 work weeks of unpaid leave during any twelve (12) month period for any of the following reasons:

- 1) The birth of a son or daughter of the employee and in order to care for such son or daughter;
- 2) The placement of a son or daughter with the employee for adoption or foster care;
- 3) In order to care for the spouse, domestic partner, son, daughter or parent of the employee, if such spouse, domestic partner, son, daughter or parent has a serious health condition; or
- 4) A serious health condition that makes the employee unable to perform the functions of his/her position.

In order to be considered for leave under this section, employees must have worked at least twelve (12) months for the Synod and who have worked at least 1,040 hours for the Synod during the twelve (12) months immediately preceding the start of the leave. Prior to applying for a period of unpaid family leave, the employee will be required to first utilize accrued vacation, personal, and sick leave for the purposes as stated above. When these types of accrued leaves have been exhausted, an eligible employee may apply for a period of unpaid family leave. However, the total amount of leave, which

the employee will take (paid and unpaid), should total no more than twelve (12) weeks.

Leave because of the birth of a child, or because of the placement of a son or daughter with an employee for adoptive or foster care may not be taken on an intermittent or reduced schedule basis, unless the employer and employee agree. Leave for serious health conditions (either of the employee, or the employee's spouse, domestic partner, child or parent) generally may be taken intermittently or on a reduced schedule basis when medically necessary. Leave taken on an intermittent or reduced schedule basis will reduce the total amount of leave to which the employee is entitled by the amount of leave actually taken. When the necessity for leave is foreseeable, the employee must provide thirty (30) days notice of the leave or, if the date of birth or placement of a child with employee requires leave to begin in less than thirty (30) days, the employee must provide such notice as is practicable. Similar notice must be given where leave is taken for serious health conditions (either of a family member, domestic partner, or of the employee) based on planned medical treatment. In such situations, the employee must also make reasonable effort to schedule treatment so as not to unduly disrupt the operation of the Synod.

While on an approved, unpaid family leave, the payment of premiums to maintain continued medical and dental insurance coverage is the responsibility of the Synod. Payments to the group pension plan will also continue to be made in the usual manner.

If leave is allowed under this paragraph, the Synod will hold an employee's position open while he/she is on an approved family leave, and he/she will be entitled to equivalent employment benefits, pay and other forms and conditions of employment. Service credits and other benefits do not accrue to an employee while on an approved, unpaid family leave.

C. Parenting Leave

Two weeks of unpaid parenting leave is available to new mothers and fathers. Employees who wish to use this benefit are requested to provide the Bishop or the bishop's designee with as much advance notice as possible. Parenting leave shall be granted at the time requested by the employee, unless the Bishop or bishop's designee determines that rescheduling is necessary to meet the work requirements of the Synod.

11.9 Absence Due to Weather or Travel Conditions

The offices of the Synod will be closed due to weather or travel conditions when authorized by the Bishop or the bishop's designee. An employee will not forfeit pay for a day on which the employee is unable to report for work because of the closing of the office.

12.0 CHILDREN IN THE WORKPLACE

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.

13.0 SEPARATION AND RETIREMENT

Employees of the Synod may be separated from employment under the provisions of this section.

13.1 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.

13.2 Separation Due to Reorganization or Staff Reduction

The Synod seeks to provide continuous employment and professional growth opportunities for qualified employees. However, changes in the amount and type of work, or changes in organization structure, may require reductions in or displacement of staff. When such reductions or displacements are necessary, employees will receive a separation notification of one (1) month minimum. If an employee secures other employment, he/she may leave before the end of the notice period.

13.3 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 one month's notice of termination without prejudice. The Executive Committee 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.

13.4 Termination for Cause

In the event an employee does not meet the explicitly defined and attainable goals and actions set for the employee under the Performance Management Process (Section 6.3), that person will be subject to termination.

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.

13.5 Separation for Other Reasons

No employment policy can cover the entire range of possible work-related matters. It may be in the interest of the Synod to handle certain separations on a case-by-case basis, skipping or eliminating progressive corrective action when it might otherwise have been considered. No case-by-case termination shall occur without prior concurrence by the Synod Executive Committee.

13.6 Resignation

An employee need not remain in a position beyond the time that he or she believes they can make a contribution to this Synod. 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.

13.7 Separation Pay

Where separation from employment is by termination without prejudice, separation pay in the amount of two weeks’ salary shall be granted.

13.8 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. Ending employment due to disability or retirement does not entitle the employee for severance benefits.

14.0 TRANSITION AT BISHOP’S ELECTION

14.1 Purpose

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

14.2 Eligible Persons

All rostered employees are expected to tender a letter of resignation effective on the first day of the third month following the Synod Assembly in which a Bishop is elected.

14.3 Disposition

In case of a difference of opinion in the interpretation of this policy, the Executive Committee shall make the final disposition.

15.0 EMPLOYEE CONCERNS and GRIEVANCE PROCEDURE

Employee concerns should be discussed with the Bishop. Every effort should be made to settle the matter through such discussion, and employees are encouraged to utilize this method to resolve problem situations. If the employee feels that the concerns are not being addressed, then the employee may request a meeting with the Executive Committee.

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, such as a mediator, may be used to facilitate discussion.

15.1 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 with a copy to the Executive Committee within five (5) working days after the grievance is received.

15.2 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.

15.3 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.

16.0 HARASSMENT

16.1 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, gender identity, national origin, age, disability, sexual orientation, 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.

16.2 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.

16.3 Reporting Harassment

Any employee who believes there has been a violation of this harassment policy has the right and responsibility to reject or refuse the harassment, to request that such behavior stop, and to report the perceived violation as soon as possible, either to the Bishop or bishop's designee. Any complaint received by the bishop's designee must be reported to the Bishop. In the event that the complaint is against the Bishop, the complaint shall be reported to the Executive Committee for review and resolution. The Bishop shall address all allegations promptly, objectively, and confidentially, and shall conduct further investigation where appropriate. 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.

16.4 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 15.0).

17.0 CONFLICT OF INTEREST

Employees must avoid conflicts of interest or the appearances of conflicts of interest in their personal and business activities. The appearance of a conflict of interest may be just as damaging to the reputation of the Synod as the existence of an actual conflict of interest. A conflict of interest is a situation in which an employee's personal interest or outside economic interest in a matter:

- A. Interferes with the employee's duties and responsibilities to the Synod;
- B. May be inconsistent or incompatible with the employee's obligation to exercise best judgment in pursuit of the interests of the Synod;
- C. Encroaches on the time that an employee should devote to his/her work with the Synod; or
- D. Raises a reasonable question about or the appearance of such interference.

17.2 Areas in Which Conflict May Arise

Conflicts of interest may arise in the relations of covered person(s) with any of the following third parties:

- A. Persons and firms supplying goods and services to the Synod;
- B. Persons and firms from whom the Synod leases property and equipment;
- C. Persons and firms from whom the Synod is dealing or planning to deal in connections with the gift, purchase or sale of real estate, securities, or other property;
- D. Competing or affinity organizations;
- E. Donors and other supporting the Synod;
- F. Agencies, organizations, and associations that affect the operations of the Synod; and
- G. Family members, friends, and other employees.

17.3 Nature of Conflicting Interest

A conflicting interest may be defined as an interest, direct or indirect, with any persons or entities mentioned in section 17.2. Such an interest might arise in the Synod through:

1. Owning stock or holding debt or other proprietary interests in any third party dealing with the Synod.
2. Holding office, serving on the board, participating in management, or being otherwise employed (or formerly employed) with any third party dealing with the Synod.
3. Receiving remuneration for services with respect to individual transactions involving the Synod.
4. Using the Synod's time, personnel, equipment, supplies, or good will for other than Synod approved activities, programs, and purposes.
5. Receiving personal gifts or loans from third parties dealing or competing with the Synod. Receipt of any gift is disapproved except gifts of a value less than \$50, which could not be refused without discourtesy. No personal gift of money should ever be accepted.

17.4 Disclosure and Procedure

The fact that one of the interests described above exists does not necessarily mean that a conflict exists, or that the conflict, if it exists, is material enough to be of practical importance, or if material, that upon full disclosure of all relevant facts and circumstances it is necessarily adverse to the

interests of the Synod. However, it is the policy of the Synod Council that the existence of any of these interests shall be disclosed before any transaction is consummated. It shall be the continuing responsibility of the covered person(s) to scrutinize their transactions and outside business interests and relationships for potential conflicts and to immediately make such disclosures.

Transactions with parties with whom a conflicting interest exists may be undertaken only if all of the following are observed:

1. The conflicting interest is fully disclosed;
2. The person with the conflict of interest is excluded from the discussion and approval of such transaction;
3. A competitive bid or comparable valuation exists; and
4. The Synod Council and/or the Executive Committee has determined that the transaction is in the best interest of the organization.

It is not possible to identify in advance all situations that may create a conflict of interest or the appearance of a conflict of interest. An employee must evaluate each situation on the relevant facts. When presented with a situation involving a potential conflict of interest, an employee should ask him or herself: Would public disclosure of the matter embarrass the Synod or lead an outside observer to believe that a conflict exists? An employee should consult with the Bishop, bishop's designee, or his or her supervisor to determine if a conflict of interest or the appearance of a conflict of interest exists and, if so, how it should be resolved.

18.0 CODE OF ETHICS

Employees of the Synod are expected to uphold the highest standards of ethical, professional behavior. To that end, those working on behalf of the Synod shall dedicate themselves to carrying out the mission of the Synod and are expected to:

- A. Engage in carrying out the Synod's mission in a professional manner.
- B. Serve with respect, concern, courtesy, and responsiveness.
- C. Hold paramount the safety, health, and welfare of ELCA congregations and the public in the performance of professional duties.
- D. Act in such a manner as to uphold and enhance the honor, integrity, and dignity of nonprofit church service.
- E. Treat with respect and consideration all persons, regardless of race, religion, gender, gender identity, sexual orientation, maternity, marital or family status, disability, age, or national origin.
- F. Collaborate with and support others in carrying out the mission of the ELCA and the Synod.
- G. Build professional reputations on the merit of services and refrain from competing unfairly with others.
- H. Accept as a person's duty the responsibility to keep up-to-date on issues and to conduct themselves with competence, fairness, impartiality, efficiency, and effectiveness.
- I. Respect the structure and responsibilities of the Synod Council, provide them with facts and advice as a basis for their making policy decisions, respect decisions made and positions

taken, and uphold and implement policies adopted by the Synod Council.

- J. Keep the community informed about relevant issues.
- K. Conduct organizational and operations duties with positive leadership exemplified by open communication, creativity, dedication, and compassion.
- L. Demonstrate the highest standards of personal integrity, truthfulness, honesty, and fortitude in all activities in order to inspire confidence and trust in such activities.
- M. Avoid any interest or activity that is in conflict with official duties.
- N. Respect and protect privileged and confidential information.
- O. Strive for personal and professional excellence and encourage the professional development of others.

19.0 WHISTLEBLOWER POLICY

The Synod Code of Ethics and Conflict of Interest policies require employees to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. Employees and representatives of the Synod must practice honesty and integrity in fulfilling their responsibilities and comply with all applicable laws and regulations.

19.1 Reporting Responsibility

It is the affirmative responsibility of all employees to comply with the Code of Ethics to report violations or suspected violations in accordance with the Whistleblower policy.

19.2 No Retaliation

No employee who in good faith reports a violation of the Code shall suffer harassment, retaliation, or adverse employment consequence. An employee who retaliates against someone who has reported a violation in good faith is subject to discipline up to and including termination of employment. The Whistleblower Policy is intended to encourage and enable employees and others to raise serious concerns with the Synod prior to seeking resolution outside the Synod.

19.3 Reporting Violations

The Code of Ethics addresses the Synod's open door policy and suggests that employees share their questions, concerns, suggestions, or complaints with someone who can address them properly. In most cases, and employee's supervisor is in the best position to address an area of concern. However, if you are not comfortable speaking with your supervisor or you are not satisfied with your supervisor's response, you are encouraged to speak with the bishop or the bishop's designee, or a member of the personnel committee. The Executive Committee must investigate all reported violations.

19.4 Accounting and Auditing Matters

The Finance Committee of the Synod shall address all reported concerns or complaints regarding corporate accounting practices, internal controls, or auditing. The Bishop or the Bishop's designee shall immediately notify the treasurer or the Finance Committee of any such complaint and work with the committee until the matter is resolved.

19.5 Acting in Good Faith

Anyone filing a complaint concerning a violation or suspected violation of the Code of Ethics must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation of the Code. Any allegations that prove not to be substantiated and which prove to have been made maliciously or knowingly to be false will be viewed as a serious disciplinary offense.

19.6 Confidentiality

Violations or suspected violations may be submitted on a confidential basis by the complainant or may be submitted anonymously. Reports of violations or suspected violations will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation.

19.7 Handling of Reported Violations

The supervisor or Executive Committee, whoever receives the complaint, shall notify the sender and acknowledge receipt of the reported violation or suspected violation within five (5) business days. All reports will be promptly investigated and appropriate corrective action will be taken if warranted by the investigation.

20.0 CONFIDENTIALITY

Maintaining confidentiality is absolutely essential to anyone employed by the Synod. It is the policy of the Synod that certain information be held in confidence by all employees, including but not limited to:

- A. information related to personnel;
- B. allegations of misconduct;
- C. financial matters;
- D. medical, psychological and family matters; and
- E. sensitive information involving rostered leaders, congregations and members of congregations.

Privileged information pertaining to business concerns of the Synod are to be kept in confidence until publicly announced by the Synod. Even happy events need to be kept confidential, until the appropriate parties make public announcement. Any word that in any way would discourage trust in the Synod or Synod office is not acceptable.

Each employee is expected to handle confidential information with great care. Failure to do so may result in disciplinary action up to and including termination of employment. Employees will be expected to sign a confidentiality agreement.

21.0 USE OF ELECTRONIC COMMUNICATIONS TECHNOLOGY SYSTEMS

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, sexual innuendoes, or inappropriate jokes; viewing, downloading, or sending pornographic material; and 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.

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 files and passwords are property 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.

22.0 SMOKING

The 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.

23.0 FITNESS FOR DUTY

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 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.

24.0 WEAPONS

The Synod prohibits all employees from carrying or concealing a handgun, firearm, knife, or other prohibited weapon of any kind regardless of whether the person is licensed to carry the weapon or not.

25.0 HANDBOOK REVIEW

The Personnel Handbook will be reviewed and reapproved at least three (3) years by the Synod Council.

Adopted by Synod Council the 25th day of April 2018.

**PERSONNEL POLICIES OF THE
SOUTH-CENTRAL SYNOD OF WISCONSIN**

SIGNATURE

I have read and understand the Personnel Policies handbook of the South-Central Synod of Wisconsin and agree to the terms of employment.

Signed By: _____
Employee

Date: _____

Signed By: _____
Bishop or Bishop's Designee

Date: _____