# **Personnel Manual**

#

# **(Insert Organization Name)**

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**INTRODUCTION**

This Personnel Manual is intended to give you information about the main features of the employment policies, benefits and certain general information relating to your employment, call or appointment for service with (insert organization name). It does not, and is not intended to, cover these matters in detail or serve as a contract between you and (insert organization name).

**STATEMENT OF PURPOSE**

The following pages contain rules and conditions of work established by the (insert organization name) for its employees as well as an explanation of certain benefits provided with this employment. However, we want you to feel that, although there are rules to follow, you also sense participation in the servant role to the members of (insert organization name). We hope you will find joy in your work and friendship among your co-workers.

We pray that you will look to your Lord daily, as you are about your work, in a way that is suggested in this portion of a prayer from The Lutheran Book of Prayer.

“Grant that I may day by day put forth efforts which are pleasing to Thee, helpful to my fellow-men, and sufficient to provide for my daily needs. Keep me mindful that my service must be done not merely to men but to Thee. Help me to remember that in all things my sufficiency is of Thee and that whatever I do is to be done to Thy glory. Give me joy in my labor, sincerity in my service, and unselfishness in all my striving. Help me to be faithful in all things, for the sake of Him who died for me.” Amen

**POLICY CHANGES**

(insert organization name) reserves the right to make changes in the Personnel Manual from time to time. We will endeavor to communicate such changes to employees within a reasonable time. We will also seek to include all changes in the printing of the next Personnel Manual.

The current version of the Personnel Manual of (insert organization name) supersedes and revokes all previous policies, practices, personnel manuals, and memos, whether written or oral, on the subjects covered herein. The current version of the Personnel Manual is the only official governing version. While other policies may be modified, (insert organization name) will not modify its policy with respect to at-will employment. Neither this manual nor any other communications by a management representative is intended to, in any way, create a contract of employment. All non‑Called employment with (insert organization name) is at-will, meaning that all employees have the right to terminate their employment at any time, and for any reason, with or without notice, and that (insert organization name) has the same right.

**SECTION: A**

**SUBJECT: YOUR EMPLOYMENT**

**A.1 NONDISCRIMINATION, SELECTION AND RELIGIOUS CONVICTION.**

 You have been selected as an employee of (insert organization name) on the basis of an available position, your experience, skills, references, personal interview, and your stated desire to do a good job. Your position is summarized in a position description that is provided to you. We feel you are qualified and have the ability to learn and perform the job to which you have been assigned.

 (insert organization name) complies with applicable laws related to nondiscrimination in employment. It is our firm belief that the basis of employee selection for hiring, promotion, transfer, training, job assignment, hours of work, rates of pay and related employment decisions should be according to ability, without consideration of race, color, age, sex (except for certain Called positions), national origin, veteran status, or any other protected grounds under equal employment opportunity laws or regulations which are not inconsistent with (insert organization name)’s religious convictions.

 (insert organization name) is a church body and Christian religious organization responsible for *(insert mission statement)*. As such, every employee contributes to (insert organization name)’s explicitly Christian mission and is held to certain religious requirements with respect to both belief and conduct (also discussed below in policy D.2 Biblically Consistent Conduct.).

 Employees must also be willing to attend a regular Bible study as part of their paid work duties. If any employee finds himself/herself in discord or disagreement with the LCMS mission or is unwilling to conduct himself/herself both at work and in his/her personal life in a manner consistent with that commitment (as discussed below in policy D.2 Biblically Consistent Conduct.), he or she must immediately notify the (insert appropriate name). Unless such disagreement can be harmoniously adjusted, employees must voluntarily withdraw from employment or be subject to termination.

**A.2 EMPLOYMENT CLASSIFICATIONS**

 There are three classifications of employees. These classifications are:

1. Called Full-Time or Part-Time: An employee who is a Minister of Religion (Ordained or Commissioned) who works either on a full-time or part-time basis
2. Salaried Full-Time or Part-Time: An employee who works on a regularly scheduled basis, either on a full-time or part-time basis.
3. Temporary: An employee hired for a period not exceeding five (5) consecutive months and who is not entitled to regular benefits.

 For the payment of overtime, employees are also classified as:

Salaried Exempt: Positions of a managerial, administrative, computer, or professional nature, are exempt from mandatory overtime payments.

Salaried Nonexempt: Positions of a clerical, technical, or service nature, as defined by statute, are covered by provisions for overtime payments and must maintain records of their working hours.

**A.3 EMPLOYMENT – AT-WILL**

All non-Called employment with (insert organization name) is at-will, meaning that all employees have the right to terminate their employment at any time, and for any reason, with or without cause or advance notice, and that (insert organization name) has the same right. Called employees may only be terminated in accordance with applicable polices and the *Handbook of The Lutheran Church—Missouri Synod*.

**A.4 APPLICATION - RESUMÉ**

 All applicants are asked to submit a signed application form to (insert organization name and appropriate person’s name). Application forms are available from the (insert appropriate name). The signed application form and resume, if provided, become a permanent part of an individual’s personnel file. This application process will include a request for authorization of a background check. Employment will be contingent upon results of this background check. For called workers, a copy of all call documents, including supplement, shall be provided to the (insert appropriate name) for inclusion in the employee’s personnel file.

**A.5 SOCIAL RECRUITMENT POLICY**

Social Recruitment is the use of social media and related online resources to network for business-related purposes, including recruitment of new employees. All social recruitment must be conducted in accordance with this policy. This policy applies to all social networking sites (e.g. Facebook, Linkedin, Myspace), web forums, blogs, discussion groups, chat rooms, picture swapping sites and all other interest sites designed for people to interact with each other.

1. Employees engaged in social recruitment must clearly identify themselves as employees of (insert organization name) with responsibilities in the area of human resources and recruitment.

1. Employees may not create false identities to “friend” applicants or solicit information from them;
2. Employees may not misrepresent their purpose in participating in social media;

c. Employees may not offer or solicit communication “off the record.”

2. Employees must act in an ethical and professional manner.

a. Employees must behave respectfully and not harass, threaten, disparage, defame or ridicule anyone;

b. Employees must refrain from behavior reflecting a bias against or in favor of persons of a particular protected classification;

c. Employees may not act in any manner that would violate any policy of (insert organization name);

d. Employees must at all times provide only truthful statements and accurate information when engaged in social recruiting.

3. Employees Must Respect Privacy Rights of Others

a. Employees must observe all terms of service requirements and other requirements of any site or service that you use for networking on behalf of (insert organization name);

b. Employees may not violate anyone’s privacy or use their copyrighted or protected information, while using social media on behalf of (insert organization name).

4. Employees Must Protect Conditional Information

a. Employees must refrain from divulging any (insert organization name) private, protected non-public, or confidential data;

b. Employees may not comment or address anything related to the following matters:

1. Anything relating to private data involving other public employees;

ii. Anything relating to (insert organization name) financial information which is private, confidential, or non-public information;

iii. Anything relating to litigation involving (insert organization name) which is private, confidential, or non-public information;

iv. Any other information which is protected from disclosure under the Minnesota Government Data Practices Act or any other state or federal statutes.

1. Violations of Policy

Employees violating this policy are subject to discipline, up to and including involuntary termination of employment.

1. Further Information

 For more information, please contact the (insert appropriate name).

**A.6 EMPLOYEES COVERED BY THE PERSONNEL MANUAL**

 All employees on (insert organization name) payroll will be covered by the provisions of the Personnel Manual.

**A.7 IMMIGRATION REFORM AND CONTROL ACT, FORM I-9**

 In accordance with the Immigration Reform and Control Act of 1986, it is (insert organization name)’s policy to hire only those individuals who are authorized to work in the United States. Pursuant to this law, all individuals who are offered employment will be required to submit documentary proof of their identity and employment authorization. Employees will also be required to complete and sign, under oath, Immigration and Naturalization Service Form I-9. Form I-9 requires employees to attest that they are authorized to work in the job for which they are hired and that the documents submitted are genuine.

 If an employee is authorized to work in this country for a limited period of time, before the expiration of that period, he/she will be required to submit proof of his/her employment authorization and sign another Form I-9 in order to remain employed by (insert organization name).

 (insert organization name) will not discriminate based upon natural origin of citizenship.

**A.8 EMPLOYMENT OF RELATIVES**

 (insert organization name) hires employees based on the applicant’s ability to perform the job to be filled. Every effort is made, however, to avoid hiring close relatives into the same department. Requests for exceptions may be made to (insert organization name) who may approve the hiring. A relative is defined as any person related to the employee by blood, marriage, or adoption. (insert organization name) fully complies with the Minnesota Human Rights in administering this policy and does not discriminate on the basis of or any class or characteristic protected by law as it may relate to (insert organization name).

**A.9 ORIENTATION**

The (insert appropriate name) shall oversee an orientation for new workers. Each worker shall be provided a Personnel Manual, a job description, an Orientation Checklist, and shall sign a receipt that he/she has received sufficient orientation to begin his/her work at (insert organization name).

**A.10 Personnel Files**

Minnesota law provides employees with certain rights relating to their personnel records. (*See* Minnesota Statutes Sections 181.960-181.965). (insert organization name) will comply with all requirements of the law. Employees are put on notice of the following rights and remedies provided by Minnesota law:

Employees, upon making a good faith written request, have the right to review their personnel record, as defined by the statute, up to once every six months. The record will be made available during (insert organization name)’s normal hours of operation, but not necessarily the employee’s normal working hours, and at the employee’s place of employment or other nearby location. (insert organization name) may require that the review be done in the presence of (insert organization name). If employees so choose, they may make a written request for a copy of the personnel record, which will be provided free of charge.

Former employees, upon making a good faith written request, have the right to receive a copy of their personnel record, as defined by the statutes, once each year after separation of employment for as long as the personnel record is maintained. The personnel records will be provided free of charge.

(insert organization name) will comply with the written request to review or provide a copy of the personnel records no later than seven working days after receipt of the written request.

Employees and former employees have the right to submit a written position statement to the personnel record if the record contains any disputed information which the employee/former employee and (insert organization name) cannot agree to remove or revise. The written position statement may not exceed five written pages. The written position statement will be included along with the disputed information in the record for as long as the disputed information is maintained the personnel record. A copy of the written position statement will also be provided to any other person who receives a copy of the disputed information from (insert organization name) after the written position statement is submitted.

If (insert organization name) and the employee have fully complied with the requirements related to disputed information, which are described in paragraph 4 above, no communication by the employee or information contained in the personnel records may be made the subject of any common law civil action for libel, slander, or defamation, unless (insert organization name) communicates information with knowledge of its falsity or with reckless disregard of its falsity.

If (insert organization name) refuses to comply with the personnel record statutes, employees and former employees may bring a civil cause of action seeking to compel compliance and may recover actual damages plus costs for a violation of the statutes. In addition, the Minnesota Department of Labor and Industry can enforce the statutes and seek additional remedies and impose fines.

(insert organization name) may not retaliate against an employee for asserting the rights or seeking the remedies described above. Employers that retaliate against employees for exercising the rights or remedies describe above may be liable for actual damages, back pay, reinstatement, costs, attorneys’ fees and other make whole relief. In addition, the Minnesota Department of Labor and Industry may seek additional remedies and impose fines.

Information that properly belongs in the employee’s personnel record, as defined in the statute, which is omitted from the personnel record provided by (insert organization name) to the employee, may not be used by (insert organization name) in certain legal proceedings, including administrative, judicial or quasi-judicial proceedings, unless (insert organization name) did not intentionally omit the information and the employee is given a reasonable opportunity to review the omitted information prior to its use.

**A.11 wage disclosure protection**

 (insert organization name) shall not:

1. Require nondisclosure by an employee of his or her wages as a condition of employment;

2. Require an employee to sign a waiver or other document which purports to deny an employee the right to disclose the employee’s wages; or

3. Take any adverse employment action against an employee for disclosing the employee’s own wages or discussing another employee’s wages which have been disclosed voluntarily.

 Nothing in this policy shall be construed to:

1. Create an obligation on (insert organization name) or employee to disclose wages;

2. Permit an employee, without the written consent of (insert organization name), to disclose proprietary information, trade secret information, or information that is otherwise subject to a legal privilege or protected by law;

3. Diminish any existing rights under the National Labor Relations Act under United States Code, title 29; or

4. Permit the employee to disclose wage information of other employees to a competitor of (insert organization name).

 (insert organization name) may not retaliate against an employee for asserting rights or remedies under this section.

An employee may bring a civil action against (insert organization name) for a violation of this policy. If a court finds that (insert organization name) has violated this policy, the court may order reinstatement, back pay, restoration of lost service credit, if appropriate, and the expungement of any related adverse records of an employee who was the subject of the violation.

**SECTION: B**

**SUBJECT: YOUR RESPONSIBILITIES**

**B.1 OFFICE HOURS AND LUNCH PERIOD**

 Regular office hours of (insert organization name) are from (insert times and days). If non-exempt employees’ duties require work outside of these hours, they should consult with their supervisor.

 The lunch period for all non-exempt staff is (insert numbers of minutes). (insert organization name). It is (insert organization name)’s desire that employees will normally use their lunch period to take time to eat, and this practice is not designed to allow for time off at another time. If an employee works during his or her normal lunch period, the employee may not take equivalent time off later in the same day unless specifically pre-approved by the employee’s supervisor.

**B.2 NON-EXEMPT EMPLOYEES—RECORDING HOURS WORKED AND ABSENCE**

In order to maintain accurate records, all non-exempt employees are required to maintain a record of their hours worked.

**B.3 ABSENCES AND TARDINESS**

 The services you perform are necessary to the operation of (insert organization name). If you are absent, someone else may have to assume your duties. If you cannot report for work for any reason, it is your responsibility to notify your immediate Supervisor or the (insert appropriate name) at the earliest possible time, preferably before the start of the workday. Tardiness can be made up within the same week in which it occurs, charged to your personal paid leave time, or pay forfeited. Unexcused tardiness may result in disciplinary action, up to and including dismissal.

**B.4 DRESS AND APPEARANCE**

 Our office has numerous visitors each year. Professionally dressed personnel help assure these visitors of our competence and interest. Appearance should be dignified and in good taste. Clothing worn on the job must be clean, neat, and of proper fit.

**B.5 CONFIDENTIAL INFORMATION**

 The work of (insert organization name) often involves matters requiring employees to maintain a high level of confidentiality. Some examples include: Church worker roster status, the restricted status of workers, legal issues relating to congregations and schools in (insert organization name), allegations of misconduct, and similar matters relating to the congregations, congregants and schools within (insert organization name). It is important for all staff to maintain the confidentiality of such information by only sharing or discussing such matters as it directly relates to theirs and others’ job-related duties. Discussing confidential matters with staff not directly involved in these matters or with anyone outside of (insert organization name) is inappropriate and could be harmful to (insert organization name)’s mission.

**B.6 PERSONAL INFORMATION CHANGES**

 If there is a change in your name, address, telephone number, marital status, number of dependents, your beneficiary, or person to be notified in an emergency, it is your responsibility to notify the (insert appropriate name) so that your records will be up to date. This information is also important as it may affect the benefits to which you are entitled.

**B.7 SECURITY AND SAFETY**

 Your security and safety are of great concern to us. If you see conditions that you consider to be threatening to either your person or property, report them to your supervisor or the (insert appropriate name) immediately.

 No matter how minor a potential or suspected safety hazard might be, employees must immediately report it to their supervisor. Correcting a safety hazard before an injury is the best way to prevent workplace accidents. You should immediately report any injury to the (insert appropriate name) as soon after the injury as possible.

 All employees are urged to make every effort to protect both the employee’s personal belongings and (insert organization name)’s property.

**B.8 PISTOLS AND HANDGUNS**

It is the policy of (insert organization name) to restrict and regulate the use and possession of a pistol, handgun, or firearm by any employee, such restriction and regulation to be in compliance with M.S.A. Sec. 624.714, its successor, or as it may be amended, and all other applicable laws. By promulgating this policy, (insert organization name) does not intend to waive its legal privileges and immunities existing under any laws, including Minnesota Laws, Chapter 466 and Sec. 624.714, Sub. 19, or their successors.

(insert organization name) hereby establishes a policy prohibiting all employees from carrying or possessing firearms (as defined in M.S.A. Sec. 97A.015, Subd. 19, or its successor), pistols (as defined in M.S.A. Sec. 624.712, or its successor), or handguns while acting in the course and scope of employment for (insert organization name). The possession or carrying of a firearm by employees is prohibited while working on or off (insert organization name)’s property or at any work location on behalf of (insert organization name). This includes but is not limited to:

• Working on the property of (insert organization name) or performing duties on business premises;

* Driving on (insert organization name) business;

• Riding as a passenger in a car or any type of mass transit on (insert organization name) business;

• Working off-site on behalf of (insert organization name);

• Performing emergency services on behalf of (insert organization name);

• Attending training or conferences on behalf of (insert organization name);

• Performing work after normal business hours and/or weekends;

An exception to this policy is that (insert organization name) employees may carry and possess pistols, handguns or firearms in (insert organization name)’s parking areas if they have obtained a lawful permit to do so.

Employees are encouraged to report any suspected violations of this policy to management, or the police. Employees will not be retaliated against for making a good faith report of a suspected violation.

**B.9 WORKPLACE VIOLENCE PREVENTION POLICY**

(insert organization name) is committed to preventing workplace violence and to maintaining a safe work environment. Given the increasing violence in society in general, (insert organization name) has adopted the following guidelines to deal with intimidation, harassment, or other threats of (or actual) violence that may occur during business hours or on its premises.

All employees, including supervisors and temporary employees, should be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, “horseplay,” or other conduct that may be dangerous to others.

Conduct that threatens, intimidates, or coerces another employee, a student, or a member of the public at any time, including off-duty periods, will not be tolerated. This prohibition includes all acts of harassment, including harassment that is based on an individual’s gender, race, age, or any characteristic protected by federal, state, or local law.

All threats of (or actual) violence, both direct and indirect, should be reported as soon as possible to your immediate supervisor. This includes threats by employees, as well as threats by students, vendors, solicitors, or other members of the public. When reporting a threat of violence, you should be as specific and detailed as possible.

All suspicious individuals or activities should also be reported as soon as possible to a supervisor. Do not place yourself in peril. If you see or hear a commotion or disturbance near your work station, do not try to intercede or see what is happening.

(insert organization name) will promptly and thoroughly investigate all reports of threats of (or actual) violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as is practical. In order to maintain workplace safety and the integrity of its investigation, (insert organization name) may suspend employees, either with or without pay, pending investigation.

Anyone determined to be responsible for threats of (or actual) violence or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action, up to and including termination of employment.

(insert organization name) encourages employees to bring their disputes or differences with other employees to the attention of their supervisor(s) or the (insert appropriate name) before the situation escalates into potential violence. (insert organization name) is eager to assist in the resolution of employee disputes, and will not discipline employees for raising such concerns.

**B.10 EMAIL/VOICEMAIL/INTERNET USAGE POLICY**

It is (insert organization name)’s intent to provide email, voicemail and Internet access to all employees. This policy sets forth (insert organization name)’s general principles governing email, voicemail and Internet usage.

This policy covers all email, voicemail and Internet usage that:

* + 1. is accessed in or from (insert organization name)’s offices;
		2. is accessed using remote access to (insert organization name)’s computer equipment, telephonic equipment, or services;
		3. is accessed using (insert organization name)’s computer equipment, telephone equipment, or any service paid for by (insert organization name); or
		4. is used in a manner that identifies the user with (insert organization name) or that refers to (insert organization name) in any manner.

In general, employees must be responsible in their use of email, voicemail, and Internet usage. All information technology and information received, sent, or stored through or on any (insert organization name)-provided computer, other technology, or property is the property of (insert organization name). Employees are specifically advised that they do not have a personal privacy right in any matter created, received, or sent via (insert organization name)’s information technology or property. In addition, (insert organization name) information technology is subject to monitoring at any time, with or without notice, to verify that property is being used in a manner consistent with this policy.

 ***Guidelines Applicable To (insert organization name) Email And Voicemail Usage***

* Email and voicemail services are provided for (insert organization name)’s work-related purposes. While occasional use of these services for personal use is acceptable during break times, employees must demonstrate a sense of responsibility and may not abuse this privilege.
* All communications sent by (insert organization name) employees via email or voicemail must be respectful in tone and professional.
* Email and voicemail may not be used for transmitting, retrieving or storing any communication of a discriminatory or harassing nature, derogatory to an individual or group, obscene, pornographic, sexually explicit or which are of a defamatory or threatening nature.
* Email should not be used for “chain letters” or for any purpose that is illegal, or against (insert organization name) policy.
* (insert organization name) has the capability to retrieve mail messages even after they have been deleted or erased. Furthermore, the use of passwords on the email and voicemail system does not mean that messages stored on those systems are confidential from (insert organization name) or may not be retrieved or reviewed by others.
* Employees should be aware that (insert organization name)-provided computer and telephonic equipment and the information stored in such equipment are the property of (insert organization name). (insert organization name) reserves the right, in its complete discretion, to review any employee’s email or voicemail files, messages, and usage at any time and without notice and/or permission.
* Employees may not obtain unauthorized access to another’s email or voicemail messages, except pursuant to direction from the (insert appropriate name)’s designee for the purposes specified above.
* Employees may not use the email or voicemail systems in a way that causes congestion on the systems or that significantly interferes with other’s ability to use these systems.

 ***Guidelines Applicable To World Wide Web Access***

* Acceptable uses of the World Wide Web access services from (insert organization name) include accessing information for (insert organization name)-related purposes and professional development.
* Employees may not view, download, display, store, or distribute obscene pornographic, profane, or sexually explicit materials.
* (insert organization name) employees should respect all copyrights and intellectual property rights of others’ materials, and may not copy, retrieve, modify or forward copyrighted, patented or trademarked materials except as permitted by the owner or as a single copy for reference use only.
* Internet email and World Wide Web access usage is not confidential.
* (insert organization name) employees may not install any software or hardware without prior approval from (insert organization name)’s designee.
* (insert organization name) employees who violate any of the guidelines may be subject to disciplinary action including, but not limited to, written warnings, revocation of access privileges and termination of employment.

**B.11 CHILDREN OF EMPLOYEES**

 Due to liability and the general professionalism expected in the office, employees of (insert organization name) are not to provide care for their children or grandchildren with them during the workday.

**B.12 ONLINE SOCIAL MEDIA POLICY AND OTHER EXTERNAL COMMUNICATIONS**

 **Personal Social Media Activities.** In general, off-duty or personal activities are your business except where such activities negatively affect your job performance, the performance of others, your work environment, or (insert organization name)’s brand or business interests. Employees who choose to communicate about (insert organization name) externally, including in online forums, bulletin or message boards, chat rooms, blogs, Facebook, MySpace, LinkedIn, Twitter, etc. (referred to collectively in this policy as “online social media”), are expected to comply with (insert organization name)’s policies including but not limited to all policies found in this Personnel Manual. The following principles apply to your external communications using online social media and in other external communications:

* **Personal Responsibility.** Employees are personally responsible for the content they publish or communicate.
* **Confidential Information.** Employees may not disclose (insert organization name) data protected under the Minnesota Government Data Practices Act or other similar laws from disclosure.
* **Respect.** Employees should respect their audience and avoid any offensive language or sentiments such as ethnic slurs, personal insults, obscenity, or any conduct that would not be acceptable in (insert organization name)’s workplace.
* **Disclaim.** Employees who identify themselves as a (insert organization name) employee and comment on (insert organization name)-related topics must be clear that their views and positions are not those of (insert organization name), unless specifically authorized to speak on behalf of (insert organization name).
* **(insert organization name) Logos and Trademarks.** Unless otherwise authorized, employees may not use (insert organization name) logos or trademarks, and must respect copyright, privacy, fair use, financial disclosure, and other applicable laws.
* **Media Relations.** If a member of the news media or blogger contacts you about an Internet posting that concerns the business of (insert organization name), please refer that person to the (insert appropriate name).
* **Comply with Laws.** Employees must be mindful not to engage in any unlawful conduct, such as invasion of privacy, violations of security laws, defamations, etc.

 **Business Activities and Social Media.** You must be explicitly authorized to conduct business for (insert organization name) using social media by appropriate management, such as Facebook, MySpace, Twitter, and LinkedIn. Authorization requires approval by Management and may also include approval by (insert organization name).

 Further, content that is posted on social media sites about (insert organization name)’s services may be viewed as marketing or advertising. In addition to the approvals referenced above, such content will require prior review and approval through marketing approval and website review process. Finally, you are expected to comply with (insert organization name) and any other applicable business line or compliance policies related to your business activities and social media.

 If you are uncertain about whether your use of online social media and other external communications comply with this policy, you should consult with the (insert appropriate name) or the Director of Communications. Failure to follow all applicable policies may result in disciplinary action, up to and including involuntary termination of employment.

**B.13 NO TEXTING WHILE DRIVING**

 It is the policy of (insert organization name) that no employee may operate a motor vehicle while performing duties for (insert organization name) while using a wireless communications device to compose, read, or send an electronic message as is defined in this policy, when the vehicle is in motion or a part of traffic unless the wireless communications device is used: 1) solely in a voice-activated or other hands-free mode; 2) for making a cellular phone call; 3) for obtaining emergency assistance to report a traffic accident, medical emergency, or serious traffic hazard, or to prevent a crime about to be committed; or 4) in the reasonable belief that a person’s life or safety is in immediate danger. For purposes of this policy, the term “electronic message” means a self-contained piece of digital communication that is designed or intended to be transmitted between physical devices. An “electronic message” includes, but is not limited to, e-mail, a text message, an instant message, a command or request to access a World Wide Web page, or other data that uses a commonly recognized electronic communications protocol. An electronic message does not include voice or other data transmitted as a result of making a phone call, or data transmitted automatically by a wireless communications device without direct initiation by a person.

**B.14 DRUG TESTING**

 (insert organization name) is committed to providing a safe, efficient, and productive work environment for all employees. Using or being under the influence of drugs or alcohol on the job may pose serious safety and health risks. To help ensure a safe and healthful working environment, job applicants and employees may be asked to provide body substance samples (such as urine and/or blood) to determine the illicit or illegal use of drugs and alcohol. Refusal to submit to drug testing may result in disciplinary action, up to and including termination of employment.

 Copies of the drug testing policy will be provided to all employees. Questions concerning this policy or its administration should be directed to the (insert appropriate name).

**B.15 DRUG AND ALCOHOL USE**

 It is (insert organization name)’s desire to provide a drug-free, healthful, and safe workplace. To promote this goal, employees are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory manner.

 While on (insert organization name)’s premises and while conducting business-related activities off (insert organization name)’s premises, no employee may use, possess, distribute, sell, or be under the influence of alcohol or illegal drugs. The legal use of prescribed drugs is permitted on the job only if it does not impair an employee’s ability to perform the essential functions of the job effectively and in a safe manner that does not endanger other individuals in the workplace. Notwithstanding the above, alcohol may be consumed at (insert organization name) events with the approval of (insert appropriate name).

 Violations of this policy may lead to disciplinary action, up to and including immediate termination of employment. Such violations may also have legal consequences.

 Employees with questions on this policy or issues related to drug or alcohol use/abuse should raise their concerns with the (insert appropriate name) without fear of reprisal.

**B.16 SECURITY INSPECTIONS**

 (insert organization name) wishes to maintain a work environment that is free of illegal drugs, alcohol, firearms, explosives, or other improper materials. To this end, (insert organization name) prohibits the possession, transfer, sale, or use of such materials to its premises. (insert organization name) requires the cooperation of all employees in administering this policy.

 Desks, lockers, and other storage devices may be provided for the convenience of employees but remain the sole property of (insert organization name). Accordingly, they, as well as any articles found within them, can be inspected by any agent or representative of (insert organization name) at any time, either with or without prior notice. Employees do not have an expectation of privacy with respect to (insert organization name) property or personal articles stores on (insert organization name) property.

**B.17 EMPLOYEE CONDUCT AND WORK RULES**

 To ensure orderly operations and provide the best possible work environment, (insert organization name) expects employees to follow rules of conduct that will protect the interests and safety of all employees and the organization.

 It is not possible to list all the forms of behavior that are considered unacceptable in the workplace. The following are examples of infractions or rules of conduct that may result in disciplinary action, up to and including termination of employment:

\* Theft, inappropriate removal, or possession of property

\* Falsification of timekeeping records

\* Working under the influence of alcohol or illegal drugs

\* Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace, while on duty, or while operating employer-owned vehicles or equipment

\* Fighting or threatening violence in the workplace

\* Boisterous or disruptive activity in the workplace

\* Negligence or improper conduct leading to damage of employer-owned or customer owned property

\* Insubordination or other disrespectful conduct

\* Violation of safety or health rules

\* Smoking in prohibited areas

\* Sexual or other unlawful or unwelcome harassment

\* Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace

\* Excessive absenteeism or any absence without notice

\* Unauthorized absence from work station during the workday

\* Violation of personnel policies

\* Unsatisfactory performance or conduct

 Employment with (insert organization name) for non-called workers is at the mutual consent of (insert organization name) and the employee, and either party may terminate that relationship at any time, with or without cause, and with or without advance notice.

**B.18 NO SMOKING**

 In keeping with (insert organization name)’s intent to provide a safe and healthful work environment, smoking is prohibited throughout the inside of the workplace.

 This policy applies equally to all employees and visitors.

**B.19 VISITORS IN THE WORKPLACE**

 To provide for the safety and security of employees and the facilities at (insert organization name), only authorized visitors are allowed in the workplace. Restricting unauthorized visitors helps maintain safety standards, protects against theft, ensures security of equipment, protects confidential information, safeguards employee welfare, and avoids potential distractions and disturbances.

 All visitors should enter (insert organization name) at the reception area and sign in with the receptionist. Authorized visitors will receive directions or be escorted to their destination. Employees are responsible for the conduct and safety of their visitors.

 If an unauthorized individual is observed on (insert organization name)’s premises, employees should immediately notify their supervisor or, if necessary, direct the individual to the reception area.

**B.20 EMPLOYMENT APPLICATIONS**

(insert organization name) relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in (insert organization name)’s exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

**SECTION: C**

**SUBJECT: OPPORTUNITY AND RECOGNITION**

**C.1 TRANSFER**

 (insert organization name) supports growth in your job and the opportunity for advancement. If you wish to be considered for another position within (insert organization name) Office that may become available, you should contact the (insert appropriate name).

**C.2 SERVICE RECOGNITION AND AWARDS**

(insert organization name) recognizes employees’ service once annually for those celebrating during that year. Normally this recognition occurs in the Fall.

**SECTION: D**

**SUBJECT: WORKING TOGETHER**

**D.1 GENERAL**

 In any organization it is important that all employees work together as a team so that the rights and interests of both the organization and the employee are assured. This is particularly so in a church body office where any failure to maintain high standards of behavior may affect the entire membership. It is for that reason that (insert organization name) has established rules of conduct; it is the employee’s responsibility to know and follow them. Common sense, good judgment, and acceptable personal behavior on the part of all employees will continue to make (insert organization name) a desirable place to work.

 The following policies discuss various issues that could hurt (insert organization name)’s ability to carry out its mission and for which, violations could result in corrective action including dismissal.

**D.2 BIBLICALLY CONSISTENT CONDUCT**

 The command of Christ is that His mission for the Church be carried out according to His will, and that in doing so, we maintain decency and order in His work and in our lives. It is the policy of (insert organization name) that no practice or behavior inconsistent with or in conflict with individual moral and ethical conduct required by Scripture and the Lutheran Confessions and the LCMS Mission shall be tolerated from employees of (insert organization name). Any failure to maintain these ethical and moral standards may be grounds for discipline, up to and including dismissal from (insert organization name)’s employment.

 All (insert organization name) employees are responsible for advancing (insert organization name)’s Christian work and mission. In addition, persons who hold positions which may put them and (insert organization name) in the public eye are often regarded by others as role models and examples of Christian leadership. These persons may be held to a stricter standard of behavior and practice.

 While we recognize that Christians are not regulated by law, but rather are accepted through faith by the grace of God, certain behaviors are clearly inconsistent with the LCMS doctrine. This policy addresses, non-exhaustively, certain examples of behaviors that are inconsistent with (insert organization name)’s Biblical mission. Employees should avoid quarreling, jealousy, outbursts of anger, factions, slander, or gossip (Col. 3:17, Titus 2:7-8C, and James 3:17- 18). Employees must understand that the Bible also dictates the standards for sexual behavior. Sexual activity outside of marriage, including homosexuality or other unbiblical sexual behavior, is inconsistent with the LCMS’s mission (Romans 1:24-32.).

 These and any other behaviors that are materially inconsistent with the LCMS’s mission and Christian doctrine are grounds for termination (Romans 12:1-2; I Corinthians 6:9-20; Ephesians 4:1-11, Ephesians 5:3-5; I Thess. 4:3-8; I Tim. 4:12, II Tim. 2:19-22; I Pet. l:15-16,I Pet. 2:15-17; I John 3:1-3). If employees are unsure whether any behavior may be construed to be inconsistent with the LCMS’s mission, they should raise any questions with the (insert appropriate name) or (insert organization name) (insert appropriate name). Employees may also consult the documents, opinions and statements on theological issues of the LCMS Commission on Theology and Church Relations that are available at http://www.lcms.org/ctcr/.

**D.3 OFFENSIVE BEHAVIOR POLICY**

**I. Policy Statement**

It is the policy of (insert organization name) to make every effort to provide a working environment free from discrimination and from offensive, inappropriate or degrading remarks or conduct. Such behavior includes, but is not limited to, inappropriate remarks about or conduct related to any individual’s race, color, creed, religion, national origin, sex, pregnancy, disability, age, or status with regard to public assistance. Offensive behavior prohibited by this policy includes requests to engage in illegal, immoral, or unethical conduct or retaliation for the making of a complaint.

While all forms of offensive, inappropriate and discriminatory behavior are prohibited, it is (insert organization name)’s policy to emphasize that sexual harassment is strictly prohibited.

The harassment of any employee of (insert organization name) is demeaning to both the victim of the harassment and to (insert organization name). It can result in high turnover, absenteeism, low morale, and an uncomfortable work environment. (insert organization name) will not tolerate the harassment of any of its employees and will take immediate, positive steps to stop it when it occurs.

An employee of (insert organization name) found to have acted in violation of this Offensive Behavior Policy shall be subject to appropriate disciplinary action which may include but is not limited to a warning, reprimand, suspension, demotion, and termination.

This policy is not intended to deny the right of any individual who feels s/he has been sexually harassed or harassed in any other manner in violation of the Offensive Behavior Policy, to contact government enforcement agencies, or to replace legal recourse for any actions which violate federal or state law.

**II. Definition**

The following definition is intended to define sexual harassment, one form of offensive behavior.

Unwelcome sexual advances, requests for sexual favors, sexually motivated physical conduct, or communication of a sexual nature constitutes sexual harassment when:

A. Submission to such conduct or communication is made either explicitly or implicitly a term or condition of an individual’s employment;

B. Submission to or rejection of such conduct or communication by an individual is used as the basis for employment decisions affecting such individual; or

C. Such conduct or communication has the purpose or effect of substantially interfering with an individual’s employment or creating an intimidating, hostile, or offensive working environment.

The following kinds of conduct may, depending upon the circumstances, be examples of sexual harassment:

# Verbal Harassment

- Sexually oriented verbal kidding or abuse.

- Use of offensive or demeaning terms which have sexual connotations.

- Whistling, catcalling, or leering.

- Unwelcome vulgar or obscene jokes or language.

- Commenting on the appearance of an individual in a sexual way.

- Recounting one’s sexual exploits for the people in the office or workplace.

- Starting or spreading untrue rumors about the sex life of an employee.

- Subtle or overt pressure for sexual activity.

# Physical Harassment

- Soliciting or pressuring someone to sit on your knee, hug you, kiss you, or be friendly.

- Objectionable physical proximity or physical contact.

- Physical contact such as patting, pinching, or brushing against another’s body.

- Unwelcome touching gestures.

- Impeding or blocking movement or any physical interference with normal work or environment.

- Grabbing or tearing someone’s clothing.

- Physically forcing sexual activity on someone (assault).

## Visual Harassment

- Displaying offensive, sexually-oriented jokes and pictures, which may include pinups or posters.

- Revealing parts of your body in violation of common decency.

- Offensive or intimate personal gestures or touching.

- Displaying offensive, sexually-oriented letters, poems, graffiti, cartoons, or drawings.

**III. Responsibilities**

All (insert organization name) employees are responsible for conducting themselves in a manner consistent with the spirit and intent of this policy. The Offensive Behavior Policy applies to all employees of (insert organization name) including, but not limited to: full-time and part-time employees, regular and temporary employees, and employees covered or exempted from personnel rules or regulations.

This policy will be distributed to all employees of (insert organization name). Every employee will be required to acknowledge his or her receipt of this policy in writing. A copy of that acknowledgment shall be kept on permanent file with (insert organization name). Department heads and supervisors shall be responsible for ensuring that all employees under their direction are familiar with this policy.

Department heads and supervisors are responsible for conducting themselves in a manner consistent with the spirit and intent of this policy. They shall establish and maintain a climate in the work unit which encourages employees to communicate questions or concerns regarding this policy; recognize incidents; and notify (insert organization name)’s designated officials in the event of offensive behavior allegations so that consistent investigatory procedures may be implemented.

**IV. Remedial Action**

Any employee who feels s/he is being subjected to offensive behavior should immediately contact one of the persons below with whom the employee feels most comfortable. Complaints may be made orally or in writing to:

(insert appropriate name)

All complaints of offensive behavior will be taken seriously and responded to in a timely and appropriate manner. (insert organization name) will respect the privacy of the complainant, the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with (insert organization name)’s legal obligation to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations.

1. Investigation

When making a complaint, the employee should be prepared to provide the following information:

a. The employee’s name, department, and position title;

b. The name of the person or persons committing the offensive behavior, including their title/s, if known;

c. The specific nature of the offensive behavior, how long it has gone on, and any employment action (demotion, failure to promote, dismissal, refusal to hire, transfer, etc.) taken against the complainant as a result of the offensive behavior;

d. Witnesses to the offensive behavior; and

e.Whether the complainant has previously reported or discussed such offensive behavior and if so, when, to whom, or with whom.

When an allegation of offensive behavior is made by any employee, the person to whom the complaint is made shall immediately prepare the Unwelcome Behavior Investigation Form according to the preceding section and submit it to their supervisor, or in the event the offensive behavior complaint is against their supervisor, to the (insert appropriate name) or Treasurer/(insert appropriate name).

The (insert appropriate name) is the person designated by (insert organization name) to be the investigator of complaints of offensive behavior. The (insert appropriate name) may delegate the investigation to another (insert organization name) employee or third party at the Board’s discretion. In the event the offensive behavior complaint is against the (insert appropriate name), the investigator shall be a person designated by the (insert appropriate name) or the Board of Directors.

### Corrective Action

a. Involving Employees

Based upon the investigation, (insert organization name) shall, within a reasonable period of time, determine whether the conduct of the person against whom a complaint of offensive behavior has been made constitutes offensive behavior. In making that determination, (insert organization name) shall look at the situation as a whole and at the totality of the circumstances. The determination of whether offensive behavior occurred shall be made on a case-by-case basis.

If (insert organization name) determines that the complaint of offensive behavior is founded, it shall take immediate and appropriate disciplinary action against the employee guilty of the offensive behavior, consistent with its authority.

The disciplinary action shall be consistent with the nature and severity of the offense, the rank of the employee and any other factors (insert organization name) deems appropriate including, but not limited to: the effect of the offense on employee morale, public perception of the offense, and the light in which it casts (insert organization name). A determination of the level of disciplinary action shall also be made on a case-by-case basis.

A written record of disciplinary action taken shall be kept, including, verbal reprimands in a separate, confidential file.

b. Involving Non-Employees

In cases of offensive behavior committed by a non-employee against a (insert organization name) employee in the workplace, (insert organization name) shall take lawful steps to halt the offensive behavior.

#### V. Obligation of Employees

Employees are not only encouraged to report instances of offensive behavior, but are obligated to make such reports. Offensive behavior exposes (insert organization name) to liability, and it is part of each employee’s job to reduce (insert organization name)’s exposure to liability.

Employees are obligated to cooperate in every investigation of offensive behavior. This includes, but is not limited to: coming forward with evidence which may be favorable to the accused person, as well as, fully and truthfully making a written report or verbally answering questions when required to do so by an investigator during the course of an investigation of offensive behavior.

Employees are also obligated to refrain from filing bad faith complaints of offensive behavior.

**VI. Retaliation**

(insert organization name) prohibits retaliation against the person making the complaint of offensive behavior, witnesses, a person who associates with or supports a person making a complaint, or any other persons connected with the investigation. Individuals who engage in retaliation will be subject to immediate discipline up to and including termination of employment.

**VII. Process**

If, for any reason, you believe your complaint has not been responded to in a timely or appropriate manner, refer the problem to any official of (insert organization name).

**VIII. Consensual Relationship**

Consensual or voluntary romantic and/or sexual relationships between co-workers or a Supervisor/Department Manager and employee, while not forbidden, are considered by (insert organization name) as unwise and having the potential for charges of sexual harassment. A charge of sexual harassment arising out of this relationship will be investigated under these policies and procedures in the same manner as any other charge.

# **D.4 HONORARIUMS**

 Salary exempt employees are expected, from time to time, to speak or teach at no added salary or honorarium as part of their service to (insert organization name). In cases where honorariums are received, employees should reimburse (insert organization name) for all expenses related to the appearance that are paid by (insert organization name) (i.e., use of (insert organization name) auto, copies, etc.).

**D.5 OUTSIDE EMPLOYMENT**

 It is expected that normally an employee will not seek outside or self-employment in addition to full-time employment with (insert organization name).

 An employee should avoid taking a job with any firm or person who is a customer or supplier of (insert organization name). Any employee seeking or engaged in outside employment should notify his or her supervisor.

**D.6 CONFLICT OF INTEREST**

 Employees shall not work for any supplier of (insert organization name), and shall refrain from using the employee’s position or knowledge gained through the position for personal gain of the employee or the employee’s relatives or friends.

 Any offers of meals, lodging, transportation, use of facilities, items of tangible personal property, or anything else of intrinsic value in excess of $25.00 are prohibited unless the employee pays, in cash, amounts that would be regularly charged for such goods or services of comparable value, or prior approval has been given on behalf of (insert organization name). Each incident of possible benefit shall receive prior approval from the (insert appropriate name) in the case of non-exempt employees and from (insert organization name) (insert appropriate name) in the case of Called, Executive or Professional employees.

 An automatic exception is granted to the employee invited to a meal for the purpose of discussing (insert organization name) business that cannot be conveniently scheduled during office hours.

**D.7 BUSINESS TRANSACTIONS WITH OTHERS**

 Any employee who is in a position to make or influence a business transaction between (insert organization name) and a third party should not accept gifts or anything of substantial value or personal benefit from that party.

**D.8 GRIEVANCE PROCEDURES**

This policy sets forth guidance regarding resolving disputes between (insert organization name) employees. As used in this policy, the term “Grievance” means a work-related conflict, concern or dispute arising between two or more (insert organization name) employees. In the event a Grievance should arise, (insert organization name) employees and (insert organization name) should attempt to follow the procedures outlined below:

***Procedure Applicable to All Grievances***

Because we are Christians, should any Grievance arise between any (insert organization name) employees, the employees involved should follow the steps outlined in Matthew 18:15-19. Each person should first take the initiative in good faith, on an individual basis, to bring the Grievance orally to the person with which the concern, conflict, or grievance exists. A full discussion and understanding of the matter between the conflicting parties is almost always essential and helpful. The main reason for these procedures is to help restore peace and harmony to (insert organization name)’s ministry. If the Grievance is not resolved, then the following should be followed:

***Procedures Applicable to******Grievances Involving Support Staff and Executive Staff:***

1. If the Grievance has not been resolved between the employees, one or more of the employees involved should discuss the matter with her or his supervisor or the (insert appropriate name).
2. If the Grievance remains unresolved, the employee should put the grievance in written form and forward it to (insert organization name) (insert appropriate name). The employee’s supervisor and/or the (insert appropriate name) should then meet with (insert organization name) (insert appropriate name) to resolve the matter.
3. (insert organization name) (insert appropriate name) may then either refer the matter back to the (insert appropriate name) or may schedule a meeting with the (insert appropriate name), the employee and other appropriate parties.
4. Following these meetings, (insert organization name) (insert appropriate name) will make a determination, in his sole discretion, and communicate the decision to the employees involved, together with any appropriate supporting justification as determined by (insert organization name) (insert appropriate name). (insert organization name) (insert appropriate name)’s decision is the final step in this procedure.

***Procedures Applicable to******Grievances Involving Support Staff and Support Staff:***

1. If the Grievance has not been resolved between the employees, one or more of the employees involved should discuss the matter with the (insert appropriate name) who will work to bring the parties involved to reconciliation.
2. If the Grievance remains unresolved, one or more of the employees involved should put the grievance in written form and forward it to (insert organization name) (insert appropriate name). The employee’s supervisor and/or the (insert appropriate name) should then meet with (insert organization name) (insert appropriate name) to resolve the matter.
3. (insert organization name) (insert appropriate name) may either refer the matter back to the (insert appropriate name) or he may set a meeting with the (insert appropriate name), the employees involved and other appropriate parties.

Important Exceptions: To the extent a Grievance involves potentially unlawful conduct, including discrimination or harassment (including sexual harassment), and raising the Grievance directly with another employee would be unwise or is not feasible, employees are free to bring the issue directly to the (insert appropriate name), or to the Treasurer/ (insert appropriate name).

This Grievance process is not intended to, nor does it alter the at-will nature of the employment relationship of non-called workers. (insert organization name) or the employee may terminate the employment relationship at any time during the Grievance process. All non-called workers may be terminated by (insert organization name), or terminate their own employment, at any time either with or without cause or advance notice.

**D.9 CLARIFICATIONS**

 Items not specifically covered by the Personnel Manual may be brought to the (insert appropriate name) who may then bring the issue to (insert organization name) (insert appropriate name) or his designee for clarification.

**D.10 NO RETALIATION**

 It is the intent of (insert organization name) to adhere to all laws that apply to it, and the purpose of this policy is to support the organization’s goal of legal compliance. If any employee reasonably believes, in good faith, that an activity, policy or practice of (insert organization name) violates a law or regulation, the employee should file a written report with the (insert appropriate name) or (insert organization name) (insert appropriate name). 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 it is feasible.

 The help of all employees is necessary to achieving legal compliance. (insert organization name) will not retaliate against an employee who, in good faith, raises an issue regarding an activity, policy or practice of (insert organization name) or of another individual or entity with whom (insert organization name) has an ecclesiastical or business relationship if the employee has a reasonable belief that the activity, policy or practice is in violation of any law.

**D.11 SOLICITATION OF GIFTS**

Solicitation of cash or material gifts by members of (insert organization name) staff requires the prior written approval of (insert organization name) (insert appropriate name) or his designee.

**D.12 RESIGNATION, TERMINATION AND DEATH**

For all Ministers of Religion (Ordained or Commissioned) the *Handbook of The Lutheran Church—Missouri Synod* will be followed regarding resignation, termination and death.

 On or before your last day, you are required to return all keys for the office building, all (insert organization name) furnished credit cards, and any other property of (insert organization name). All (insert organization name)- provided automobiles with all keys are to be returned to (insert organization name) office or other place as may be designated. If requested, a receipt will be issued to the employee for all items received.

 It shall be the responsibility of the (insert appropriate name) in an expedient manner to assist the survivor in completing all Insurance and Government forms and to ensure that all (insert organization name) Property is returned.

**D.13 EMPLOYMENT TERMINATION**

Termination of employment is an inevitable part of personnel activity within any organization, and many of the reasons for termination are routine. Below are examples of some of the most common circumstances under which employment is terminated:

 \* Resignation - voluntary employment termination initiated by an employee.

 \* Discharge - involuntary employment termination initiated by the organization.

(insert organization name) will generally schedule exit interviews at the time of employment termination. The exit interview will afford an opportunity to discuss such issues as employee benefits, conversion privileges, and repayment of outstanding debts to (insert organization name), or return of (insert organization name)-owned property. Suggestions, complaints, and questions can also be voiced.

Since employment with (insert organization name) is based on mutual consent, both the employee and (insert organization name) have the right to terminate employment at will, with or without cause, at any time. Employees will receive their final pay in accordance with applicable state law. If an employee quits or resigns, an employer is required to provide a final paycheck by the first regularly scheduled payday following the employee's final day of work. However, if the first regularly scheduled payday of the voluntary terminated employee is less than five calendar days following the employee’s final day of employment, full payment may be delayed until the second regularly scheduled payday, but cannot exceed a total of 20 calendar days following the employee’s final day of employment.

If an employee is discharged or is involuntarily terminated, upon demand of the employee, (insert organization name) will immediately pay all wages or commissions actually earned and unpaid at the time of the discharge within 24 hours. The wages and commissions earned will be paid at the usual place of payment unless the discharged employee requests that the wages and commissions be sent through the mail.

Employee benefits will be affected by employment termination in the following manner. Some benefits may be continued at the employee's expense if the employee so chooses. The employee will be notified in writing of the benefits that may be continued and of the terms, conditions, and limitations of such continuance as provided by (insert organization name) policy and applicable State and Federal law.

Any employee involuntarily terminated shall not be considered for rehiring.

**SECTION: E**

**SUBJECT: SALARY ADMINISTRATION**

**E.1 GENERAL COMMENTARY**

 (insert organization name) strives to pay salaries that attract and retain valuable employees, and to reward above average performance. The policy of (insert organization name) is designed to pay a fair and equitable salary based on job complexity and taking into account local labor markets.

 To assist in achieving this objective, (insert organization name) requires written position descriptions to assure that complexity and responsibility are properly defined, and the proper salary ranges to make recommendations for salary adjustments that assure that (insert organization name) is competitive, and also to recognize performance through merit salary adjustment.

**E.2 PERFORMANCE REVIEW**

 (insert organization name) strives to conduct performance reviews of all employees, at least annually, with their supervisor. This review is intended to provide support for the individual; to improve the performance of the individual by providing meaningful, constructive feedback on the adequacy of performance; and to assist in the development and fulfillment of professional and personal growth goals. Performance reviews shall be kept in the worker’s personnel file.

**E.3 SALARY ADMINISTRATION**

 Salary adjustments are generally made at the beginning of each calendar year.

 The following factors may be considered in establishing salaries:

 1. The results of the performance review.

 2. Economic conditions (inflation rate, growth in (insert organization name) support, etc.) that may or may not allow salary and/or merit increases.

 3. Salaries paid for similar positions in the labor market.

 Employees do not have a right to any salary reviews or increases and such reviews and increases are in (insert organization name)’s sole discretion.

**E.4 PAY PROCEDURES**

 (insert organization name) pays salaries on a semi-monthly basis, the 15th and the last day of each month. If these dates should fall on a holiday or a weekend, payroll checks will be distributed the previous business day.

**E.5 PAYROLL DEDUCTIONS**

 Deductions Required by Law include:

\* Federal Income Tax Withholding

\* Federal Social Security Tax

\* State Income Tax

\* Garnishments

\* These deductions are for lay employees only. Ministers of Religion can request to have federal and state tax withheld if they elect to accept the clergy withholding service (Section E.10).

Deductions Requested by You may be:

* Clergy Withholding (see E.10)
* All-Cause Accident Insurance Program \*
* Lutheran Church Extension Fund
* Tax Sheltered Annuity (TSA) (withheld before taxes)
* If you choose to enroll in this plan, the amount deducted is determined by your insurance amount selection.

**E.6 OVERTIME FOR NON-EXEMPT EMPLOYEES**

 All non-exempt employees required to work overtime are paid time and one-half for all hours worked in excess of 40 hours per week. An employee may request time off in lieu of receiving overtime pay if such time is taken within the same work week (Monday through Friday) in which the extra hours are worked so that the employee does not work more than 40 hours in that work week. Any such time off or overtime hours must be approved in advance by their supervisor.

**E.7 GARNISHMENTS**

 If any employee does not pay his debts, creditors can, through legal means, order (insert organization name) to withhold a certain amount from his/her paycheck. This claim is called a garnishment. (insert organization name) has no desire to be involved in the employee’s personal affairs but must obey the order of the Court. The employee will be notified by the Payroll Department upon the receipt of a garnishment. The Payroll Department computes the dollar amount legally allowed to be withheld from the check. The employee may need to complete a form indicating dependents.

**E.8 INQUIRIES REGARDING EMPLOYEES OR FORMER EMPLOYEES**

 (insert organization name) will respond to inquiries regarding current or former employees by verifying only their dates of employment and position held. (insert organization name) will comply with requirements under MN statute 604.20. Disclosure of salary will be provided only after the employee has signed a written release.

**E.9 EMPLOYMENT REFERENCE CHECKS**

 To ensure that individuals who join (insert organization name) are well qualified and have a strong potential to be productive and successful, it is the policy of (insert organization name) to check the employment references of all applicants if the applicant agrees to sign a written release of liability.

 (insert organization name) will respond to all written and oral reference check inquiries on previous and current employees. Responses to such inquiries will confirm dates of employment, wage rates, position(s) held, training and education provided by (insert organization name) and disclosure of acts of violence, theft, harassment, or illegal conduct documented in the employee’s personnel record and the employee’s written response.

 (insert organization name)’s policy is not to furnish information concerning written employee evaluations conducted before the employee’s separation from employment and the employee’s written response, written disciplinary warnings and actions in the five years before the date of the authorization and the employee’s written response, or written reasons for the employee’s separation from employment unless the employee provides his/her written authorization or such disclosure is otherwise mandated or compelled by law.

Only the (insert appropriate name) is authorized to respond to reference check inquiries. If a (insert organization name) employee is asked for a reference on a current or former employee, the employee must state that he/she does not have the authority to respond to the inquiry and notify the (insert appropriate name) of the references request. The (insert appropriate name) will then respond accordingly. Failure of employees to act in accordance with this policy will subject the employee to disciplinary action, up to and including termination of employment.

**E.10 CLERGY WITHHOLDING**

 Ministers of religion may choose to have clergy withholding deducted from their checks for self-employment and federal taxes. To take advantage of this service, it is necessary to complete a W-4 form and return it to the Payroll Department. The W-4 worksheet instructions will aid you incompleting the form. A dollar amount calculated to cover the estimated self-employment tax plus any additional withholding tax you wish to have withheld should be entered on item 2 on the W-4 form. If you elect this service, the taxes withheld will appear on the check stub. The IRS does not permit us to report the self-employment tax separately.

**E.11 ADMINISTRATIVE PAY CORRECTIONS**

 (insert organization name) takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled payday.

In the unlikely event that there is an error in the amount of pay, the employee should promptly bring the discrepancy to the attention of the (insert appropriate name). Corrections will be processed in the following pay period.

**SECTION: F**

**SUBJECT: BENEFITS**

**F.1 WORKER BENEFIT PLANS**

 (insert organization name), through Concordia Plan Services, provides you with medical, dental, disability, retirement and survivor benefits.

 Brochures and summary plan descriptions outlining a plan’s specific coverage will be provided upon enrollment.

Employees should refer to the actual group plan document(s) for eligibility requirements and coverage provisions and not rely on the summary provided in the Personnel Manual. In the event of any conflict between the summary listed in the Personnel Manual and the group plan, the plan document governs.

**F.2 CONCORDIA HEALTH PLAN**

 Your health plan is designed to help pay the cost of medical and dental care for you and your dependents which result from non-occupational illness and injury.

 Eligibility: All new regular employees of (insert organization name) under age seventy (70) not previously enrolled are eligible to be enrolled as members of the Plan. A regular employee is an employee working more than thirty (30) hours per week and more than five (5) months a year as part of an established work schedule.

 Cost: (insert organization name) currently pays (insert amount or percent) of your Concordia Health Plan cost including the cost of coverage for your spouse and children, but reserves the right to change the amount paid or to terminate payment, if necessary.

 When coverage under the Concordia Health Plan is declined, it will be the responsibility of the worker to provide health insurance from some other source and to alert (insert organization name) if such coverage should cease and the need to be covered under the Concordia Health Plan.

 Filing of Claims: Forms for filing claims may be obtained from the (insert appropriate name) or by going to www.concordiaplans.org. Simply complete and return the form, along with the necessary itemized bills or receipts, directly to the address indicated on the form.

 Termination of Benefits: Protection for you and your dependents under the Plan is discontinued at the end of the month in which termination of employment occurs.

 Governing Documents: For information about the Plan not covered in the Concordia Health Plan Summary Plan Description, you may contact the Plans Administrator’s office. The annual audited financial statement is published and sent to all members in the Benefit Plans Bulletin.

**F.3 CONCORDIA DISABILITY AND SURVIVOR PLAN**

 The Plan pays:

 **●** Disability benefits for members who become totally disabled.

 **●** Benefits to survivors of members who die before retirement.

 **●** A lump-sum benefit to the member when one of his or her covered dependents dies.

 Eligibility: All new regular employees of (insert organization name) under age sixty (60) not previously enrolled will participate in the Plan beginning on the first day of the month after date of employment. A regular employee is an employee working more than twenty (20) hours per week and more than five (5) months a year as part of an established work schedule.

 Filing of Claims: If your claim is for Disability Income benefit or Pre-Retirement Dependent’s Death benefit, you will file the claim yourself. If the claim is for the member’s death benefits, one of your survivors will file the claim; that is a good reason for sharing this information with your family.

 Forms for filing a claim may be obtained from the (insert appropriate name) or by going to www.concordiaplans.org.

 Termination of Benefits: Coverage for you and your dependents terminates on the date your full-time employment ends. You will receive a letter from the Concordia Plan Services advising you of termination of coverage.

**F.4 CONCORDIA RETIREMENT PLAN**

 The primary purpose of a retirement program is to replace a substantial part of income that stops when you stop working at retirement age. For a qualified, long-service worker, the Plan will combine with the Social Security program.

 Eligibility: All new regular employees of (insert organization name) will participate in the Plan beginning on the first day of the month after date of employment. A regular employee is an employee working more than twenty (20) hours per week and more than five (5) months a year as part of an established work schedule.

 To enroll, (insert organization name) provides an Enrollment Form, which must be completed before membership can begin.

 Cost: (insert organization name) pays (insert amount or percentage) costs of your Concordia Retirement Plan.

 SEE PLAN DESCRIPTION FOR EACH OF THE PLANS DESCRIBED ABOVE.

 The LCMS and (insert organization name) expect to continue the three plans described above (F-2, F-3, F‑4) but reserve the right to change or terminate them within the guidelines of Worker Benefit Plans

**F.5 TAX SHELTERED (DEFERRED) ANNUITY**

 As an employee of (insert organization name), an eligible non-profit organization, you may participate in in (insert organization name)’s Tax Sheltered Annuity program, which is administered through Concordia Plan Services. All participation in the plan is governed by the terms and conditions of that plan. In general, your entry into the program allows you to invest "before tax" dollars in an investment plan. The return earned on your investment accumulates on a tax free basis until it is withdrawn.

 Termination of Coverage: Since continued investment in a Tax Sheltered Annuity plan can be made only through payroll deduction, you may continue investing as long as you receive income as an employee of (insert organization name). However, the funds you have already invested when you terminate with (insert organization name) can remain in your account and continue to grow on a tax-deferred basis for as long as you desire.

**F.6 VACATION FOR CALLED, PROFESSIONAL AND EXECUTIVE STAFF**

Called, Professional and Support staff may take paid vacation time that is accrued according to (insert organization name)’s current Salary Compensation Guidelines for Pastors. Vacation time will be pro-rated during the first year of employment and the final year of employment.

**F.7 HOLIDAYS**

 (insert organization name) observes the following paid holidays:

(insert holidays)

 Holidays that fall on a Saturday will be observed on the Friday before. Holidays falling on Sunday will be observed on the next Monday.

 If a Holiday falls during an employee’s otherwise scheduled vacation or on an employee’s time off for sickness, this time will be recorded as holiday time.

 Holiday pay is not for time worked, but is strictly a benefit for employees. Regular full-time employees will receive holiday pay equivalent to their normal wages for an eight (8) hour day. Regular part-time workers will receive pro-rated holiday pay based on their normal work schedule if they are scheduled to work on the holiday. For example, if a part-time worker regularly works twenty (20) hours per week, the worker will receive holiday pay equivalent to four hours of their normal wages if the worker was scheduled to work on the holiday. Employees on a leave of absence are not eligible to receive holiday pay.

**F.8 PAID TIME OFF FOR NON-EXEMPT EMPLOYEES**

 Paid Time off (PTO) allows non-exempt employees the flexibility for time off in order to take vacation, complete personal business or recover from illness. This plan recognizes an employee’s ability to manage his/her paid time off and simplify record keeping.

 **Full-time non-exempt employees Annual PTO Accrual**

 (insert amounts here) (insert amounts here)

 **Part-time non-exempt employees** receive a pro-rated PTO accrual calculated based on the hours worked per week.

The increase of PTO days based on length of employment will be effective on the 1st of the month following their anniversary date of employment.

PTO will be granted, whenever possible, at the time most desired. However, work requirements and seniority within each operating unit will be the determining factor. Generally only one person is allowed to take PTO at a time. Exceptions may be allowed by the (insert appropriate name).

 PTO that is used for vacation or other foreseeable reasons must be scheduled in advance and have prior supervisory approval. The primary issue is whether the workload can be covered and whether the particular employee has PTO to claim.

 Absent exceptional circumstances approved by the (insert appropriate name), use of PTO is limited to no more than ten (10) business days in a row.

An employee must contact his/her supervisor no later than fifteen (15) minutes after the start of the workday to advise him/her of the need to use unscheduled PTO (e.g., illness). Unexpected absences may be subject to reasonable verification as determined by (insert organization name). Employees are encouraged to reserve PTO in anticipation of these situations.

 PTO may be used for any reason the employee prefers, but only up to the total number of PTO days he/she has accumulated, and with advance approval of the employee’s supervisor.

 Any individual who voluntarily or involuntarily terminates employment will receive payment for any accrued but unused PTO days.

Employees may carry up to five (5) PTO days over from year to year. For non-exempt staff, PTO hours must be taken in increments of at least thirty (30) minutes.

 Holidays listed under F.7 (Personnel Manual) are separate from PTO days.

**F.9 FUNERAL LEAVE**

Funeral Leave of three (3) days off with pay will be granted when full-time members of the staff person’s immediate family, specifically the spouse, parents, or children, pass away. If more than three (3) days are needed, PTO days may be used for this purpose.

**F.10 SICK LEAVE FOR CALLED, PROFESSIONAL AND EXECUTIVE STAFF**

 Called, Professional and Executive staff may take up to (insert amount) days of paid sick leave per year. Thereafter, the Concordia Disability Plan may apply. Any unused sick leave may not be accumulated. No sick leave may be carried over from year to year and employees are not paid for unused sick leave upon termination of employment.

 As per Minn. Stat. § 181.9413, Sick Leave Benefits; Care of Relatives:

 (a) Employees may use personal sick leave benefits provided by (insert organization name) for absences due to an illness of or injury to the employee’s child, adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent, for reasonable periods of time as the employee’s attendance may be necessary, on the same terms upon which the employee is able to use sick leave benefits for the employee’s own illness or injury. This section applies only to personal sick leave benefits payable to the employee from (insert organization name)’s general assets.

 An employee may use sick leave as allowed under this section for safety leave for such reasonable periods of time as may be necessary. Safety leave may be used for assistance to the employee or assistance to the relatives described above. For the purpose of this section, “safety leave” is leave for the purpose of providing or receiving assistance because of sexual assault, domestic abuse, or stalking.

 (insert organization name) may limit the use of safety leave as described above and personal sick leave benefits provided by (insert organization name) for absences due to an illness of or injury to the employee’s adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent to no less than 160 hours in any 12-month period. This paragraph does not apply to absences due to the illness or injury of a minor child or a child under the age of 20 attending secondary school.

 For purposes of this section, “personal sick leave benefits” means time accrued and available to an employee to be used as a result of absence from work due to personal illness or injury, but does not include short-term or long-term disability or other salary continuation benefits.

 For the purpose of this policy, “child” includes a stepchild and a biological, adopted, and foster child.

 For the purpose of this policy, “grandchild” includes step-grandchild, and a biological, adopted, and foster grandchild.

**F.11 DISABILITY**

 Subject to the terms of the plan, when an eligible employee is absent for more than fourteen (14) consecutive calendar days due to a medical condition (including giving birth to a child) or for other eligible reasons, the employee may receive benefits through (insert organization name)’s Concordia Disability Plan.

 In general, commencing with the 15th calendar day of any eligible absence, (insert organization name) reimburses all exempt employees the balance of their salary not paid by the Concordia Disability Survivor Plan (normally 30%), up to twenty-six (26) weeks.

**F.12 MILITARY LEAVE**

 The Uniformed Services Employment and Reemployment Rights Act (USERRA) gives you certain rights if you are called to active military duty while employed by (insert organization name). You should contact the (insert appropriate name) to discuss your rights and benefits under USERRA and any applicable state laws.

You must give the (insert appropriate name) advance notice of upcoming military service, unless military necessity prevents advance notice or it is otherwise impossible or unreasonable.

You will not be paid for military leave. However, you may elect to use any available accrued vacation time to help pay for the leave.

Continuation of health insurance benefits is available as required by USERRA based on the length of the leave and subject to the terms, conditions and limitations of the applicable plans for which you are eligible.

If you are on military leave for up to thirty (30) days, you must return to work on the first regularly scheduled work period after your service ends (allowing for reasonable travel time). If you are on military leave for more than thirty (30) days, you must return for reinstatement in accordance with USERRA and applicable state laws.

When you return from military leave (depending on the length of your military service and discharge status in accordance with USERRA), you will be placed either in the position you would have attained if you had stayed continuously employed or in a comparable position. For the purpose of determining benefits that are based on length of service, you will be treated as if you had been continuously employed.

**F.13 LEAVE TO ATTEND MILITARY CEREMONIES**

 Unless the leave would unduly disrupt the operations of (insert organization name), (insert organization name) shall grant a leave of absence without pay to an employee whose immediate family member, as a member of the United States armed forces, has been ordered into active service in support of a war or other national emergency. (insert organization name) may limit the amount of leave provided under this policy to the actual time necessary for the employee to attend a send-off or homecoming ceremony for the mobilized service member, not to exceed one day’s duration in any calendar year.

**F.14 LEAVE FOR IMMEDIATE FAMILY MEMBERS OF MILITARY PERSONNEL INJURED OR KILLED IN ACTIVE SERVICE**

 (insert organization name) must grant up to ten working days of a leave of absence without pay to an employee whose immediate family member, as a member of the United States armed forces, has been injured or killed while engaged in active service.

 The length of leave provided under this section may be reduced by any period of paid leave provided by (insert organization name). Nothing in this section prevents (insert organization name) from providing leave benefits in addition to those provided in this section or otherwise affects an employee’s rights with respect to other employment benefits.

**F.15 DISCRIMINATION AGAINST FAMILY OF SERVICE MEMBER; UNPAID LEAVE REQUIRED**

 An employee may attend the following kinds of events relating to the military service of the employee’s spouse, parent, or child and to which the employee is invited or otherwise called upon to attend by proper military authorities:

 (1) Departure or return ceremonies for deploying or returning military personnel units;

 (2) Family training or readiness events sponsored or conducted by the military; and

 (3) Event held as part of official military reintegration programs.

 The employee must provide reasonable notice to (insert organization name) when requesting time off, and (insert organization name) must provide a reasonable amount of nonpaid time off for the employee, for the purposes enumerated in items (1) to (3), not to exceed two consecutive days or six days in a calendar year. (insert organization name) must not compel the employee to use accumulated but unused vacation for these events.

**F.16 JURY DUTY**

 (insert organization name) encourages its employees to accept their civic responsibilities. If you are called for jury duty, you must immediately notify your supervisor and provide a copy of the summons.

 You will receive your full salary in addition to any juror’s fees for the first two (2) weeks while required to serve on jury duty. Please request a signed statement of service from the court’s clerk; this form will then be attached to the Personnel Department’s absence report.

Either (insert organization name) or the employee may request an excuse from jury duty if, in (insert organization name)’s judgment, the employee’s absence would create serious operational difficulties.

(insert organization name) will continue to provide health insurance benefits for the full term of the jury duty absence.

**F.17 CONTINUING EDUCATION/SABBATICAL LEAVE**

 Employees may be eligible for a sabbatical leave in the sole discretion of the (insert appropriate name), Board of Directors, and/or (insert appropriate name). Requests for financial assistance from (insert organization name) and/or extended leave of absence shall be brought to the (insert appropriate name).

 Secretarial and clerical staff may attend workshops and seminars pertinent to their position with the approval of the Supervisor and the (insert appropriate name). Part or all of the expenses incurred in doing so may be paid by (insert organization name) with the approval of the Supervisor and the (insert appropriate name).

**F.18 INCLEMENT WEATHER**

 When the weather is extremely inclement or hazardous, or when such conditions are officially forecast, the office may be closed early at the direction of the (insert appropriate name) of (insert organization name) or the (insert appropriate name). In such cases, full-time employees who were previously scheduled to work and affected by the closing will be paid for time off.

 During times of inclement weather, the regular employee is expected to make a diligent effort to reach work. If you are unable to reach work, please advise your supervisor.

 You will be called if the offices are officially closed for a whole day.

**F.19 STATUS OF PART-TIME AND TEMPORARY EMPLOYEES**

 Part-Time: An employee who regularly works less than a full, forty (40) hour per week, scheduled work week, on either a regular basis or on an irregular basis.

 Wages: Part-time scale.

 PTO: PTO is accrued proportionate to hours worked for employees who regularly work more than twenty (20) hours per week. Employees who regularly work less than twenty (20) hours receive no PTO.

 Other Benefits: Not eligible.

 Temporary: An employee hired for a period not exceeding five (5) months and who is not entitled to regular benefits.

**F.20 UNEMPLOYMENT COMPENSATION**

 (insert organization name), as a church, is exempt from the Unemployment Compensation Act. This means that any employee who terminates or is terminated and is unable to find new employment is not eligible to collect unemployment insurance benefits.

**F.21 ACCIDENT INSURANCE**

 (insert organization name) provides accidental death and dismemberment coverage to those employees who need to travel.

 In addition, you may purchase death and dismemberment coverage through an “all-cause” voluntary Accident Insurance program.

**F.22 WORKERS’ COMPENSATION INSURANCE**

 (insert organization name) provides a comprehensive workers' compensation insurance program at no cost to employees. This program covers any injury or illness sustained in the course of employment that requires medical, surgical, hospital, psychological, chiropractic, or podiatric treatment. Subject to applicable legal requirements, workers' compensation insurance provides benefits after a short waiting period.

 Employees who sustain work-related injuries or illnesses should inform their supervisor immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage as quickly as possible. If an employee fails to provide notice to (insert organization name) within 180 days from the date of the injury or when the employee reasonably should have known it to be work related, then no compensation would be due to the employee.

Neither (insert organization name) nor the insurance carrier will be liable for the payment of workers' compensation benefits for injuries that occur during an employee’s voluntary participation in any off-duty recreational, social, or athletic activity sponsored by (insert organization name) or any injuries that occur when the employee is not engaged in, on, or about the premises where the employee’s services require the employee’s presence as a part of that service at the time of injury and during the hours of that service. Personal injury does not include an injury caused by the act of the third persons or fellow employee intended to injure the employee because of personal reasons, and not directed against the employee as an employee, or because of the employment.

**F.23 NURSING MOTHERS**

(insert organization name) must provide reasonable unpaid break time each day to an employee who needs to express breast milk for her infant child. The break time must, if possible, run concurrently with any break time already provided to the employee. (insert organization name) is not required to provide break time under this section if to do so would unduly disrupt the operations of it.

(insert organization name) must make reasonable efforts to provide a room or other location, in close proximity to the work area, other than a bathroom or a toilet stall, that is shielded from view and free from intrusion from coworkers and the public and includes access to an electrical outlet, where the employee can express her milk in privacy. (insert organization name) would be held harmless if reasonable efforts were made.

**F.24 VOTING**

 1. (insert organization name) encourages employees to fulfill their civic responsibilities by participating in elections. Generally, employees are able to find time to vote either before or after their regular work schedule. If employees are unable to vote in an election during their non-working hours, (insert organization name) will grant paid time off to vote pursuant to Minnesota state law.

 2. Employees should attempt to request time off to vote from their supervisor at least two (2) working days prior to the Election Day. Advance notice is requested so as to provide the least disruption to the normal workday.

 3. For purposes of this subdivision, “election” means a regularly scheduled state primary or general election, an election to fill a vacancy in the office of the United States Senate or United States House of Representatives, or an election to fill a vacancy in the office of the state senate or state representative.

**F.25 OTHER REQUIRED LEAVE**

Other types of leaves may be available to (insert organization name) employees based on any applicable federal or state laws or regulations.

**F.26 DISCRETIONARY LEAVE**

If employees are not eligible for leave pursuant to an applicable law or regulation, (insert organization name) may in its discretion provide an unpaid leave of absence of a reasonable duration under appropriate circumstances as determined by (insert organization name) in its sole discretion. Employees should make such requests with reasonable notice in advance of the leave and must obtain approval prior to taking the leave. Employees will be required to use PTO or other paid leave benefit concurrent with such unpaid leave. Contact the (insert appropriate name) for information about such a leave.

**F.27 CRIME VICTIMS LEAVE**

In accordance with Minnesota law, employees may take time off as reasonable to attend to criminal proceedings in connection with violent crimes of which they, their spouse, or their next of kin are the victim. (insert organization name) requires reasonable notice unless impracticable, and we will ask for verification of the reason for the absence.

**F.28 ELECTION JUDGE LEAVE**

An employee who is selected to serve as an election judge after giving (insert organization name) at least 20 days’ written notice may be absent from (insert organization name) for the purpose of serving as an election judge without penalty. (insert organization name) may reduce the salary or wages of an employee serving as an election judge by the amount paid to the election judge by the appointing authority during the time the employee was absent from (insert organization name).

The written request to be absent from work must be accompanied by a certification from the appointing authority stating the hourly compensation to be paid the employee for service as an election judge and the hours during which the employee will serve. (insert organization name) may restrict the number of persons to be absent from work for the purpose of serving as an election judge to no more than 20 percent of the total work force at any single worksite.

**F.29 PREGNANCY ACCOMMODATIONS**

(insert organization name) must provide accommodations to an employee for health conditions related to pregnancy or childbirth if she so requests, with the advice of her licensed health care provider or certified doula, unless (insert organization name) demonstrates that the accommodation would impose an undue hardship on the operation of its business. A pregnant employee shall not be required to obtain the advice of her licensed health care provider or certified doula, nor may (insert organization name) claim undue hardship, for the following accommodations: (1) more frequent restroom, food, and water breaks; (2) seating; and (3) limits on lifting over 20 pounds. The employee and (insert organization name) shall engage in an interactive process with respect to an employee’s request for a reasonable accommodation. “Reasonable accommodation” may include, but is not limited to, temporary transfer to a less strenuous or hazardous position, seating, frequent restroom breaks, and limits to heavy lifting. Notwithstanding any other provision of this section, (insert organization name) shall not be required to create a new or additional position in order to accommodate an employee pursuant to this section, and shall not be required to discharge any employee, transfer any other employee with greater seniority, or promote any employee.

(insert organization name) shall not require an employee to take a leave or accept an accommodation.

**F.30 PREGNANCY AND PARENTING LEAVE**

1. For the purposes of the policies set forth in these provisions, “employee” means a person who performs services for hire for (insert organization name) from whom a leave is requested under this section for:

(a) At Least 12 months preceding the request; and

(b) For an average number of hours per week equal to one-half the full-time equivalent position in the employee’s job classification as defined by (insert organization name)’s personnel policies or practices during the 12 month period immediately preceding the leave.

2. (insert organization name) must grant an unpaid leave of absence to an employee who is:

(a) A biological or adoptive parent in conjunction with the birth or adoption of a child; or

(b) The length of the leave shall be determined by the employee, but must not exceed 12 weeks, unless agreed to by (insert organization name).

3. The leave shall begin at a time requested by the employee. Employees who plan to take a leave under this section are required to give reasonable notice of the date the leave shall commence and the estimate duration of the leave. For leave taken under subdivision 1 above, leave must begin within 12 months of the birth or adoption; except that in the case where the child must remain in the hospital longer than the mother, the leave must begin within 12 months after the child leaves the hospital.

4. (insert organization name) must continue to make coverage available to the employee while on leave of absence under any group insurance policy, group subscriber contract, or health care plan for the employee and any dependents. Nothing in this policy requires (insert organization name) to pay the costs of the insurance or health care while the employee is on leave of absence.

5. An employee returning from a leave of absence is entitled to return to employment in the employee’s former position or in a position of comparable duties, number of hours, and pay. An employee returning from a leave of absence longer than one month must notify a supervisor at least two weeks prior to return from leave.

6. An employee returning from a leave of absence is entitled to return to employment at the same rate of pay the employee had been receiving when the leave commenced, plus any automatic adjustments in the employee’s pay scale that occurred during leave period. The employee returning from a leave is entitled to retain all accrued preleave benefits of employment and seniority, as if there had been no interruption in service, except as may be allowed by law.

7. An employee, by agreement with (insert organization name), may return to work part time during the leave period without forfeiting the right to return to employment at the end of the leave period.

8. The length of leave provided may be reduced by any period of:

a. Paid parental, disability, personal, medical, or sick leave, or accrued vacation provided by (insert organization name) so that the total leave does not exceed 12 weeks, unless agreed to by (insert organization name); or

b. Leave taken for the same purpose by the employee under United States Code, title 29.

**F.31 SCHOOL LEAVE**

(insert organization name) will grant unpaid leave of up to a total of 16 hours during any 12 month period to enable a parent to attend a child’s special education, pre-school, or school conferences or school related activities if those conferences or activities cannot be scheduled during non-work hours.

**F.32 LIFE THREATENING ILLNESSES IN THE WORKPLACE**

Employees with life-threatening illnesses, such as cancer, heart disease, and AIDS, often wish to continue their normal pursuits, including work, to the extent allowed by their condition. (insert organization name) supports these endeavors as long as employees are able to meet acceptable performance standards.

Medical information on individual employees is treated confidentially. (insert organization name) will take reasonable precautions to protect such information from inappropriate disclosure. Managers and other employees have a responsibility to respect and maintain the confidentiality of employee medical information. Anyone inappropriately disclosing such information is subject to disciplinary action, up to and including termination of employment.

Employees with questions or concerns about life-threatening illnesses are encouraged to contact the (insert appropriate name) for information and referral to appropriate services and resources.

# **ACKNOWLEDGEMENT: RECEIPT OF PERSONNEL MANUAL**

I have this day received a copy of the Personnel Manual of the (insert organization name) (the “(insert organization name)”). I understand that I am responsible for reading the personnel policies and practices described within it.

I understand this Personnel Manual supersedes and revokes any and all prior, past, oral or written policies, rules, practices, statements, or guidelines regarding the terms of employment with (insert organization name).

I agree to abide by the policies and procedures contained therein. I understand that the policies and benefit descriptions contained in this Personnel Manual may be changed, modified, or deleted at any time except that (insert organization name) will not modify its policies of employment-at-will in any case. I understand that neither this manual nor any other communications by a management representative is intended to, in any way, create a contract of employment, and that either (insert organization name) or I may terminate my employment at any time, with or without cause.

I understand that (insert organization name), a part of the Lutheran Church – Missouri Synod, is a Christian religious organization responsible for developing leaders intentionally engaged in the mission of God. As such, every employee contributes to this explicitly Christian mission and is held to certain religious requirements with respect to both belief and conduct described in the Personnel Manual. I have no personal conflict with these requirements. I agree that I will inform my supervisor if I develop such a conflict.

If I have questions regarding any policy or the content or interpretation of this Personnel Manual, I will bring them to the attention of (insert organization name)’s (insert appropriate name) or my supervisor.

Name of employee: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Employee Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_