

PERSONNEL POLICIES

Synod of Lakes and Prairies

January 18, 2005

INTRODUCTION: These policies do not constitute a contract. Their terms are implemented in accordance with the Constitution of the Presbyterian Church (U.S.A.) including its provisions for Administrative Staff (G-9.0700).

These policies may be withdrawn or changed at any time and without notice by action of the Synod upon recommendation of the Personnel Committee. A decision of the Synod on the interpretation or application of these policies shall be final and binding on all employees. All previous policies and procedures, to the extent that they are inconsistent with this document, are hereby revoked.

Employees may resign their employment at any time and for any reason, and the Synod reserves the same right regarding the discontinuation of an individual's employment.

THEOLOGY OF EMPLOYMENT: The Synod of Lakes and Prairies, a governing body of the Presbyterian Church (U.S.A.), is a community of faith called into being by God's grace in Jesus Christ, "...known by its convictions as well as by its actions." (G-2.0100b)

The work of the Synod of Lakes and Prairies is to be understood as being defined within the context of the Constitution of the Presbyterian Church (U.S.A.), which consists of the Book of Confessions and the Book of Order, and within the definition of its own mission.

The Synod's personnel system is designed to reflect the continuing mission concerns of the Synod, including program and budgetary decisions.

SCOPE AND APPLICATION OF THE PERSONNEL POLICIES: The personnel policies are established by the Synod with regard to all staff which it employs. The Synod commends these policies to its presbyteries and its subsidiary and affiliated agencies. It is the intent of these policies to conform, where necessary, to the requirements of applicable state laws. In the event that these policies conflict with applicable state law, state law shall prevail.

DEVELOPMENT AND ADMINISTRATION OF PERSONNEL POLICIES AND ADMINISTRATIVE PROCEDURES: The Synod is responsible to provide for:

Equal Employment Opportunity: To provide for a plan to implement equal opportunity employment consistent with the principles of inclusiveness of the Presbyterian Church (U.S.A.).

Compensation: To develop and administer a process of job classification and compensation.

Reimbursement of expenses: To develop and administer a process for the reimbursement of employee related expenses.

Continuing education: To develop and administer a process of continuing education consonant with the needs of the Synod, and the career goals of the employee.

Benefits: To provide employee benefits consonant with the goals and financial capacity of the Synod.

Employee concerns and problems: To establish and administer a procedure for resolving job related problems.

Distribution: To provide to each employee a copy of the Synod's personnel policies and administrative procedures.

1. BASIC POLICIES

1.1 Inclusioness: The Synod is an equal opportunity employer.

1.2 Drug and Alcohol Dependency: The Synod recognizes that alcoholism and other drug dependencies are a significant problem with a potential for causing severe effects to the Synod's work force. Employees are expected to perform their jobs efficiently, safely and in a professional businesslike manner. Therefore, it is the Synod's intent to provide a drug-free, healthful, safe and secure work environment.

1.3 Sexual Harassment:

1.3.1 The Synod strongly condemns discrimination based upon sex including sexual harassment. Such conduct will not be tolerated in any form, by any person.

1.3.2 All sexual harassing conduct in the workplace, whether committed by supervisory or non-supervisory personnel, is prohibited. Such conduct includes but is not limited to:

- a. Making unwelcome sexual advances or requests for sexual favors or other verbal or physical contact of a sexual nature, a condition of an employee's obtaining employment or their continuing said employment; or
- b. Making submission to or rejection of such conduct the basis for employment decisions affecting the employee, or
- c. Creating an intimidating, hostile or offensive work environment by such conduct. This prohibited conduct includes, but is not limited to, unwelcome sexual flirtations; advances or propositions; verbal abuse of a sexual nature; graphic verbal comments about an individual's body; sexually degrading words; and the display in the workplace of sexually suggestive objects or pictures.

1.3.3 Employees who believe that they have been the subjects of sexual harassment should report the alleged act immediately to their supervisor. If they do not feel comfortable talking to that individual, they may speak with any executive or administrative staff person or the chairperson of the Synod Personnel Committee.

1.3.4 Any supervisor, agent, or other employee who has been found by the Synod, after appropriate investigation, to have sexually harassed another employee, will be subject to appropriate sanctions, depending upon the circumstances, from a warning in his or her personnel file up to and including termination.

1.4 Other Types of Harassment:

- 1.4.1 The Synod prohibits harassment in any form by its employees based on factors of race, color, religion, national origin, sexual orientation, age or disability.
- 1.4.2 Harassment is defined as verbal or physical conduct which is insulting or intimidating, has the effect of interfering with an individual's work performance, or creates an intimidating, hostile or offensive work environment.
- 1.4.3 It shall be the responsibility of each employee to maintain an environment which is free from such harassment and to report incidents of conduct which he or she believes to constitute such harassment.
- 1.4.4 Employees who believe they have been the subjects of harassment described in Section 1.4.2 should report the alleged act immediately to their supervisor. If they do not feel comfortable talking to that individual, they may speak with any executive or administrative staff person, or the chairperson of the Synod Personnel Committee.
- 1.4.5 Any supervisor, agent, or other employee who has been found by the Synod, after appropriate investigation, to have harassed another employee, will be subject to appropriate sanctions, depending upon the circumstances, from a warning in his or her personnel file up to and including termination.

1.5 Conflict of Interest

- 1.5.1 No employee shall accept any gift, gratuity, grant, service, or any special favor from any person or persons or businesses which provide or receive goods and services or which seek to provide or receive goods and services from the Synod. However, minor courtesies such as luncheons, dinners or similar arrangements in connection with business discussions may be received.
- 1.5.2 In addition, if an employee is called upon to participate in a decision in which the interests of the Synod conflict with his or her personal interests, the employee should abstain from participating in the decision.
- 1.5.3 Employees who hold other paid positions should ensure that such outside employment will not interfere with their performance of their duties or produce a conflict of interest in the pursuit of those duties. Any question regarding this should be reviewed with their supervisor.
- 1.5.4 All employees shall avoid even the appearance of conflict of interest, special interest, or any other inappropriate conduct. If an employee discovers that he or she may be in a position of conflict, he or she shall immediately report this conflict to his or her supervisor.

1.6 Nepotism

No person may be employed in a position that is under the direct supervision of an immediate family member (spouse, parent, parent-in-law, child, grandchild, brother, sister,

grandparent) or a member of the same household or where the family or household member, by virtue of the position held in the Synod, has authority to influence the employee's salary, promotion, or other aspects of employment. This applies both to original employment and changes in employment by promotion, demotion, transfer, or reorganization.

1.7 Solicitation or Distribution:

- a. It is the policy of the Synod to ensure productive work environments where employees and program operations may function without disruption.
- b. Employees may not advertise services, solicit another employee, or collect from another employee while either employee is on work time. "Work time" is defined as all time on the job other than before and after work, at meal periods, and during break times.

1.8 Confidentiality and Security of Synod Records:

- a. It is the policy of the Synod that employees are required to protect organizational records entrusted to them or accessible to them against unauthorized access, loss, or destruction. These records include all written and/or computerized information produced by or for the Synod.
- b. Employees may be assigned records or computer accounts identified by their personal names; however, the documents and information produced or stored in these and all records and accounts remain the property of the Synod.

2. EMPLOYMENT CATEGORIES AND TERMS

- 2.1 Executive and Administrative Staff: Executive and administrative staff are elected by the Synod for a definite or indefinite term in accordance with provisions of the Form of Government (G-9.0203b, G-9.0700ff and G-12.0302) and/or in accordance with guidelines adopted by the Synod. In addition to an annual personnel review there shall be a comprehensive review at least every five years.
- 2.2 Program Staff: Program staff are hired for an indefinite term, by the Synod Executive and confirmed by the Synod. In addition to an annual personnel review there shall be a comprehensive review at least every five years.
- 2.3 Support Staff: Support staff are hired for an indefinite term by the Associate for Administration and Operations when authorized to fill the position by the Synod Executive and the chairperson of the Personnel Committee. There shall be an annual personnel review.
- 2.4 Employees hired on a part-time basis (less than 40 hours per week) will be subject to the same general conditions and expectations as full-time employees. Length of service benefits will be calculated on a pro-rata basis. Holidays will apply in accordance with their regular work schedule.
- 2.5 Interim Employment

- a. It is the policy of the Synod to provide continuity of administrative and/or program services when a vacancy occurs in a validated position by appointing an interim person, if necessary and appropriate, to serve until the position is filled or abolished. This policy is applicable to all validated positions whether full or part-time.
- b. Interim employees temporarily filling executive or administrative positions are not eligible to apply for, or be considered for, filling the position on a regular basis, except by a two-thirds vote of the Synod, provided the original search process was conducted in full compliance with the provisions of G-9.0704 (G-9.0706). Interim employees temporarily filling program or support positions may apply for, and be considered for, filling the position on a regular basis.

3. POSITION DESCRIPTIONS

All positions will be described in a position description, which shall be reviewed periodically.

4. RECRUITMENT AND SELECTION

- 4.1 The Synod seeks to promote persons from within.
- 4.2 Synod positions shall be considered “validated” if they are approved through the procedures consistent with the Form of Government requirements for consultation with other governing bodies (G-9.0404b).
- 4.3 The call of a minister of Word and Sacrament to a Synod staff position shall be submitted to the person’s presbytery for approval (G-11.0410).

5. INITIAL EVALUATION PERIOD

- 5.1 Support staff shall be employed for an initial evaluation period of three months. Executive, administrative and program staff shall be employed for an initial evaluation period of six months. During this period the employee may be terminated if it is determined by the supervisor that work performance or the relationship between the employee and the employer will not develop satisfactorily. (For executive and administrative staff the provisions of G-9.0705 apply.)
- 5.2 Upon satisfactory completion of this period, the supervisor shall notify the employee in writing and place a copy within their personnel file.

6. CREDITED SERVICE

For the Synod of Lakes and Prairies an employee’s total credited service for the purposes of the implementation of personnel policies shall include service on the staff of any Presbyterian Church (U.S.A.) governing body (or its predecessor), or service with a denomination with which the Presbyterian Church (U.S.A.) is in correspondence, or an ecumenical body if that service is authorized by an agency or governing body of the Presbyterian Church (U.S.A.), or in a comparable secular position. Such crediting of service will be irrespective of any break of service with Presbyterian Church (U.S.A.) governing bodies (or their predecessors). However, for purposes of salary administration, the employment anniversary date is the date of their transfer to, promotion

from within, or employment by the Synod. Such determination would be made by the Personnel Committee in consultation with the employee and the Head of Staff.

7. WORKING HOURS

The Synod observes a forty (40) hour work week, not including lunch periods. The work week begins at 12:01 am Sunday and ends at 12:00 midnight Saturday.

8. SALARY ADMINISTRATION

8.1 Salaries for executive, administrative and program staff positions will be determined on the basis of uniform factoring. Initial placement within a salary range should reflect a judgment of the qualifications and experience of the person relative to the position requirements. An employee will normally start at a salary no higher than the mid-point of the range for which he or she is employed.

8.2 Wages for support positions will be determined on the basis of a classification system that is consistent with systems used in the geographical area where the person is employed.

8.3 Salary ranges and wage scales will be reviewed annually in light of changes in the cost of living.

8.4 Ordinarily, any salary adjustments will be effective January 1st of each year. Changes in the terms of call for a minister of the Word and Sacrament must be reported to his or her presbytery (G-11.0410)..

8.5 The Synod seeks to equalize, as nearly as possible, the compensation of ordained clergy and non-ordained executive, administrative or program staff necessitated by the provision in tax law that exempts housing allowances from the taxable income of clergy. For each eligible staff person the Synod shall purchase a non-forfeitable annuity, using an amount comparable to the tax saving represented by the housing allowance modified by the social security payments made on behalf of non-ordained employees.

8.6 All honoraria received having to do directly with the work of the Synod shall be turned in to the Synod. Honoraria received for services not related to the position description may be retained by the staff person.

9. BENEFITS

9.1 Social Security: The employee's share is withheld from the wages of non-clergy staff. Ministers of Word and Sacrament are considered self-employed for social security purposes and are responsible for the payment of their self-employment contributions.

9.2 Pension: All eligible employees will be enrolled in the Benefits Plan of the Presbyterian Church (U.S.A.) as of their starting date. Dues shall be paid by the Synod at the required percentage. Questions regarding eligibility, benefit levels, or other issues shall be determined solely by reference to the provisions of the Benefits Plan. Exception to this mandatory participation can be made only after consultation with the Synod Executive, or

the chairperson of the Synod Personnel Committee, and the filing of a written waiver with the Board of Pensions.

- 9.3 Health Insurance and Disability and Death in Service Benefits: Major medical coverage, disability and death in service benefits are provided to eligible employees by the Benefits Plan of the Presbyterian Church (U.S.A.). Questions regarding eligibility, benefit levels, or other issues shall be determined solely by reference to the provisions of the Benefits Plan.
- 9.4 Workers' Compensation Insurance is provided to all employees according to the provisions of the appropriate State's law.
- 9.5 On the Job Travel Accident Insurance: All employees on Synod business are covered with travel accident insurance in an amount equal to three times their annual salary subject to a minimum principle sum benefit of \$40,000 and a maximum principle sum benefit of \$100,000. Excluded from this coverage is any travel done in an aircraft owned, leased, or operated on behalf of the Synod that does not have previous written approval of the insurer. Questions regarding eligibility, benefit levels, or other issues shall be determined solely by the provisions of the insurance policy.
- 9.6 Unemployment Insurance: Synod employees are excluded from unemployment compensation insurance pursuant to Minnesota statute 268.04, subdivision 10 (a and b).
- 9.7 Moving expenses: Employees who have been designated as eligible for moving expenses shall be reimbursed on the following basis:
 - 9.7.1 Moving expenses will be negotiated at the time of employment. The Synod will establish a maximum amount or agree to cover all reasonable expenses.
 - 9.7.2 House hunting expenses will be paid to the transfer site for the employee and spouse for one round trip covering a period not to exceed three days, in addition to travel, lodging and meals. In unusual circumstances, additional time may be made available upon authorization by the Synod Executive, or by the chairperson of the Synod Personnel Committee.
 - 9.7.3 Until the employee is established in his or her new residence, actual and reasonable living expenses of the employee at the new location will be paid, but not to exceed in the aggregate a sum equal to two-thirds of one month's salary.
- 9.8 Housing Loans: Executive, administrative and program staff may be given assistance in the purchase of a home through a Synod loan in accordance with guidelines established by the Synod.
- 9.9 Holidays
 - 9.9.1 There shall be eleven paid holidays per year: New Year's Day, Martin Luther King, Jr. Day, Good Friday, Memorial Day, July 4th, Labor Day, Thanksgiving Day, the Day after Thanksgiving, Christmas Day, and two other days to be designated by the Associate for Administration and Operations at the beginning of each year.

9.9.2 When a holiday falls on a Saturday or Sunday, it will be observed as a holiday on the nearest Friday or Monday respectively. When a holiday occurs during a Synod meeting the Associate for Administration and Operations shall designate a substitute day.

10. VACATION WITH PAY

10.1 A vacation with pay is provided for all regular employees. Vacations are not cumulative; earned vacation days not used in the calendar year will be forfeited, except when special provision has been made by the Synod Executive, or the chairperson of the Synod Personnel Committee for the Synod Executive and the Stated Clerk.

10.2 Full-time executive, administrative and program staff are entitled to one full month (22 working days) vacation per calendar year. Full-time support staff, following their initial evaluation period, are entitled to an annual vacation computed according to the following:

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|--------------------------------------------------------|----------------------------|
| Employment less than one year | 10 working days, pro-rated |
| Beginning the first full year through the fourth year | 10 working days per year |
| Beginning the fifth year through the ninth year | 15 working days per year |
| Beginning the tenth year through the twenty-fifth year | 22 working days per year |

In the twenty-sixth year of credited service (Section 6) and annually thereafter, all staff will be granted twenty-seven working days of annual vacation.

Unless otherwise stated in the position description, part-time employees shall receive the same number of vacation days (pro-rated) as full time employees.

10.3 Specific vacation dates shall be determined in advance in consultation with the employee's supervisor.

11. LEAVE WITH PAY

11.1 Military Leave: Time off for Military Reserve duty as required by law shall be allowed. The Synod shall provide a procedure for military leave for active duty.

11.2 Marriage: Up to three days shall be granted to an employee who has been employed by the Synod for at least one year.

11.3 Jury Duty: Time off for jury service shall be allowed. For up to a maximum of two weeks per year the Synod will pay the difference between the individual's normal and customary pay less whatever the individual receives for jury duty. In exceptional cases the Synod Executive or the chairperson of the Synod Personnel Committee may grant additional time off with pay.

11.4 Parental Leave:

11.4.1 Parental leave should normally be requested of the supervisor, and approved by the Synod Executive or the chairperson of the Synod Personnel Committee, by the employee at least one month in advance of the expected arrival of the child. The request should specify the amount of leave time desired, which may include time before or after the expected birth or adoption of the child. If both parents are on the Synod payroll, only one parental leave may be granted. However leave may be shared by the two parents.

11.4.2 The employee will be compensated at the rate of 60% of his or her monthly pay rate according to the following schedule:

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|-----------------------------------------|---------------|
| Employment less than one year | no paid leave |
| Beginning the first year | one month |
| Beginning the second year | two months |
| Beginning the third year and thereafter | three months |

Any approved leave beyond the time indicated in the above schedule will be leave without pay. Benefit coverage (except vacation and sick leave accrual) and credited service will continue during the entire leave with the cost of benefits being paid by the Synod. Any salary increase action for which the employee may become eligible in the course of the leave will be effective upon return to employment.

11.4.3 Upon completion of parental leave, the employee will be entitled to return to his or her position if not eliminated due to a reduction in force, in which case the provisions of Section 16 would apply. The position will not be filled during the leave except on a temporary basis.

11.5 Health and Medical Leave: Employees are entitled to up to ten working days of sickleave each calendar year, cumulative up to ninety days. At the time of termination of employment (either voluntary or involuntary) an employee shall have no claim for pay in lieu of unused sick leave.

11.6 Emergency Leave: A maximum of five days per year shall be allowed for emergency leave arising out of the death of an immediate member of the family. In the event of serious illness or other emergency related to an immediate member of the family, such leave may be allowed by the Synod Executive or the chairperson of the Synod Personnel Committee.

12. LEAVE WITHOUT PAY

Employees may be granted leave without pay. Benefits defined in Section 9 may be continued at the employee's own expense, but paid leave benefits e.g. vacation, sick leave or holidays will not

accrue during this period. The leave is subject to the approval of the Personnel Committee upon recommendation of the Synod Executive.

13. CONTINUING EDUCATION

13.1 Continuing education is intended to benefit the employee and the Synod. The benefit(s) should be described and included within continuing education proposals, submitted to their supervisor in advance. Such leave is solely at the discretion of the Synod.

13.2 Annual continuing education leave with pay and assistance for expenses for continuing education may be granted by the Synod Executive for executive, administrative, and program staff, up to two weeks; or by the Associate for Administration and Operations for support staff, up to one week. With the approval of the Synod Executive, continuing education leave and funds may be accumulated up to six weeks for executive, administrative, and program staff, and up to two weeks for support staff. In the case of the Synod Executive and Stated Clerk, approval shall be by the Personnel Committee. If a person leaves a position voluntarily within six months the costs of the study leave shall be refunded.

13.3 After five years of continuous employment by the Synod, executive, administrative, and program staff may apply to their supervisor and the Personnel Committee for a sabbatical leave with full pay for up to a three month period. A sabbatical leave is time away for study, reflection and/or spiritual growth. Such application will include a detailed written plan with clearly identified goals. If granted, the leave may be combined with earned vacation within a particular year.

The plan should include:

- a. provisions for leadership in your absence.
- b. establishing the philosophy behind the sabbatical.

The applicant for leave must agree to return to his/her present position for a period of at least one year following the completion of the leave. If the applicant chooses to leave his/her position voluntarily within the period of one year following the Sabbatical, the salary attributable to the Sabbatical shall be refunded. After completion of one sabbatical leave, the individual shall not be eligible for another leave until a period of at least five years shall have elapsed.

14. PROCEDURES FOR ADDRESSING EMPLOYEE CONCERNS AND PROBLEMS

The Synod shall provide a procedure for attempting to resolve job related problems.

15. UNSATISFACTORY PERFORMANCE AND INVOLUNTARY TERMINATION

15.1 Occasionally, an employee's behavior or work performance is unsatisfactory. When this arises, normally the employee's supervisor will meet with the employee in an effort to improve the unsatisfactory behavior or performance. However, the Synod reserves the sole right to determine whether disciplinary action should occur and the nature and extent of the discipline to be imposed. This process may include verbal warning(s), written warning(s), suspension or termination, all in the sole discretion of the Synod. In this connection, the Synod reserves the right to bypass one or more of the options set forth above. While it is

not possible to list every type of behavior that might be deemed a problem, the following list includes examples of behavior which may result in discipline up to and including termination:

Unsatisfactory performance, insubordination, neglect in the care and use of Synod property and funds, unexcused absence and/or repeated tardiness, moral turpitude, inappropriate use of the internet and e-mail, violation of Synod personnel policies, falsification of timekeeping records, reporting to work under the influence of alcohol or drugs, threatening violence in the workplace, sexual or other unlawful harassment, possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace.

The examples cited above are for illustration only and shall not be considered as comprehensive or limiting the Synod's right to administer discipline in its sole discretion.

- 15.2 In the event of involuntary separation, the Synod Executive, in consultation with and upon approval of the Personnel Committee, will terminate any program or support staff employee. Notification of termination will be thirty calendar days for program staff and fourteen calendar days for support staff. Pay in lieu of notice may be given.
- 15.3 In the event of the involuntary separation of the executive or administrative staff of the Synod the implementation of the procedures contained in G9.0700 will lodge with the Personnel Committee. Notification of termination will be ninety calendar days, or until other employment is secured, whichever is shorter. The Personnel Committee may place executive or administrative staff on administrative leave until hearing procedures of G 9.0700 are completed. Pay in lieu of notice may be given by the Personnel Committee.
- 15.4 Regarding the involuntary separation of an officer of the synod, G-9.0202b and G-9.0203b apply or the provision of 15.3, whichever is more favorable to the officer.
- 15.5 In the event of involuntary separation for reasons other than those listed under the second paragraph of section 15.1 above, three months notice will be provided and severance compensation will be given in accordance with section 16.3 under reduction in force.

16. REDUCTION IN FORCE

- 16.1 Reduction in force, because of the discontinuance of a project or retrenchment in budget or for other circumstances arising out of no fault of the employee, is at the sole discretion of the Synod.
- 16.2 Written notice of such reduction will come from the Synod Moderator after consultation with the Personnel Committee. At least six months notice shall be given. Should reemployment take place before the expiration of the notice period, salary payment will continue, offset by any pay received by the employee during this period.
- 16.3 When notice is given, severance allowance will be given in relation to length of service with the Synod as follows:

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|-------------------------------|-------------------------------------------|
| Less than on year of service | two weeks |
| One year but less than four | four weeks |
| Four years but less than five | six weeks |
| Five or more years | eight weeks plus a week's salary for each |

year over five years to a maximum of twelve weeks

- 16.4 Pay in lieu of six-months notice may be given if so determined by the Synod. Normally severance allowance will not be granted to an employee who receives pay in lieu of the six-month notice. Vacation time accrued shall be honored with time or pay at the time of severance.

17. VOLUNTARY TERMINATION OF EMPLOYMENT

- 17.1 Employees wishing to terminate their employment with the Synod should submit a written resignation to their supervisor, indicating the reason for terminating employment as well as the last day he or she expects to work.
- 17.2 A minimum of thirty calendar days notice is requested of executive, administrative and program staff, and fourteen calendar days notice of support staff.
- 17.3 The supervisor, upon receipt of a resignation and in consultation with the Synod Executive, should arrange for an exit interview with the employee, and shall place the resignation letter and a summary of the exit interview in that person's personnel file.
- 17.4 In the instance of the resignation of the Synod Executive, the resignation letter shall be submitted to the Synod Moderator, with a copy to the chairperson of the Personnel Committee. The Personnel Committee, in consultation with the Synod Moderator, is responsible for the exit interview.
- 17.5 Pay will be granted for accrued vacation if notice is given.