

Personnel Manual

for

Good Shepherd Lutheran Church

“For there is a proper time and procedure for every matter . . .”

Ecclesiastes 8:6

People Committee

Greg Goodwin, chair; Louise Rickey; Jim Smith; Dave Wallace;
Craig Baker; Doug Kirkpatrick; Pastor Ron

November 2014

INTRODUCTION

Introductory Statement

Welcome to Good Shepherd Lutheran Church! We consider you to be a gift from God and look forward to working with you as a member of our ministry team.

Please take the time to read this handbook carefully. Its purpose is to serve as a source of general information as to the current policies and procedures of the Good Shepherd Lutheran Church (“Church”), including our benefit programs and other subjects of interest.

If you have any concerns or questions, now or during your employment, or if any portions of the handbook or of our policies and procedures are unclear to you, please discuss them with your supervisor or the Senior Pastor.

A copy of this handbook, and all approved changes, is given to each employee. Each employee also will receive a description of his/her duties and responsibilities, and information regarding all employee benefit plans offered by the Church.

Statement of Faith

As an employee of the Church, you are expected to support the confessional statements of faith held by this congregation as a Lutheran church. We expect you to represent the ideals of the ministry in both your work life and private life. Our hope is that you will be sensitive to how others may see you as you live out your daily life and that you will strive towards living a life that is an example to others of your relationship with God and your belief in the Church’s Mission Statement:

Our mission is to forgive, nourish, love, and support one another through God’s Word and Sacrament, so that we may be enabled and equipped to share the message of salvation and the love of God in the world.

Right to Revise

No employee handbook can anticipate every circumstance or question which may arise about policies and procedures. Because the materials in this handbook are guidelines only, please understand that the Church reserves the right to interpret its contents, and our policies and procedures, as specific questions or circumstances arise in the future. Similarly, and except for the “at-will” nature of employment (see “Employment at Will” policy on page 2 of this handbook), the Church reserves the right to revise, modify, delete, or add to any and all policies, procedures, work rules, or benefits described in this handbook.

This employee handbook contains the employment policies and procedures of the Church in effect at the time of publication. All previously issued handbooks and any inconsistent policy statements or memoranda are superseded.

At-Will Employment

With the exception of called LCMS rostered workers, the employment relationship is mutually terminable at will, and by either of us, with or without cause, at anytime during your employment and without regard to length of employment or employment history (performance or salary reviews, disciplinary action, etc.). This means that even after satisfactory completion of the introductory period, you are subsequently free to resign for any reason, and at any time, and similarly, the Church is free to terminate the employment relationship at any time or for any reason it believes to be sufficient. No supervisor, manager, or other person with or acting on behalf of the Church has the authority to change the terminable at-will nature of the employment relationship as just described; it can only be changed if it is obtained in a separate individual written agreement that is signed by the Senior Pastor and by you.

Equal Employment Opportunity

The Church is an equal opportunity employer and makes employment decisions on the basis of merit. The Church wants to have the best available person in every job consistent with our ministry. As a Lutheran church, employment with the Church requires an understanding of, and commitment to, the principles and doctrines of the Lutheran Church-Missouri Synod. As a religious institution, preferences in hiring may be given to members of the Lutheran Church-Missouri Synod.

In accordance with our equal employment opportunity policy, and in accordance with federal, state, and local laws, the Church prohibits unlawful discrimination based on race, color, marital status, age, national origin, ancestry, citizenship, physical or mental disability, or medical condition. The Church is committed to complying with all applicable laws, as described. This commitment applies to all operations of the organization and prohibits unlawful discrimination by any employee, including supervisors and co-workers.

To comply with the Americans with Disabilities Act, and other applicable laws ensuring equal employment opportunities to qualified individuals with a disability, the Church will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified employee or applicant with a disability who can perform the essential functions of their job with or without such accommodation, unless undue hardship, a direct threat to health and safety, or other job-related consideration exists.

If you believe that you have been subjected to any form of unlawful discrimination, notify your own supervisor, or the Senior Pastor, or the People Committee, and provide a written complaint. Your complaint should be specific and should include details of the incident or incidents, the names of the individuals involved, and the names of any witnesses. Supervisors will refer all discrimination complaints to the Senior Pastor or the People Committee. The Church will undertake an immediate investigation of the discrimination complaint. If the Church determines that unlawful discrimination has occurred, effective remedial action will be taken commensurate with the severity of the offense. Appropriate action also will be taken to deter any future discrimination. Whatever action is taken will be made known to you, to

the extent that the Church can do so without violating the privacy rights of others, and the Church will take appropriate action to remedy any loss to you as a result of the discrimination. The Church will not retaliate against you for filing a complaint and will not knowingly permit retaliation by management employees or your co-workers. Should you believe any such retaliation is occurring, please contact the Senior Pastor or the People Committee.

Unlawful Harassment

The Church is committed to providing a work environment free of unlawful harassment. The Church policy prohibits sexual harassment and harassment based on race, color, sex, marital status, age, national origin, ancestry, citizenship, physical or mental disability, or medical condition. All such harassment is unlawful. Our anti-harassment policy prohibits unlawful harassment by any employee of the organization, including supervisors and co-workers, as well as any known harassment by persons doing business with the Church.

Prohibited unlawful harassment includes, but is not limited to, the following behavior:

- a. Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations, or comments;
- b. Derogatory visual conduct reflective of sex, race, physical or mental disability, or other protected basis such as derogatory and/or sexually or racially oriented posters, photography, cartoons, drawings, or gestures;
- c. Physical conduct such as assault, unwanted touching, blocking normal movement, or interfering with work because of sex, race, or other protected basis;
- d. Threats and demands to submit to sexual requests as a condition of continued employment, or to avoid some other loss, and offers of employment benefits in return for sexual favors; and
- e. Retaliation for having reported or threatening to report harassment.

If you believe that you have been unlawfully harassed, notify your own supervisor, or the Senior Pastor, or the People Committee, as soon as possible after the incident and provide a written complaint. Your complaint should be specific and should include details of the incident(s), the names of the individuals involved, and the names of any witnesses. Supervisors will refer all harassment complaints to the Senior Pastor or the People Committee. The Church will undertake an immediate investigation of the harassment complaint.

All employees must report incidents of harassment forbidden by this policy immediately so that complaints can be quickly and fairly resolved. You also should be aware that the federal Equal Employment Opportunity Commission (“EEOC”) and the state Department of Fair Employment and Housing (“DFEH”) investigate and prosecute complaints of prohibited harassment in employment. If you think you have been harassed or that you have been retaliated against for

resisting or complaining, you may file a complaint with the appropriate agency. The nearest office is listed in the public telephone directory.

Confidentiality and Non-Disclosure

Church property includes not only tangible property, such as furniture and equipment, but also intangible property such as information. Of particular importance is the Church's proprietary and confidential information.

Confidential information is any church-related information that is not known generally to the public or other third persons. Parishioner lists, parishioner files, employee personnel files, computer records, financial data, etc. are examples of confidential information.

Employees must not use or disclose any proprietary or confidential information that they obtain during employment with the organization, except as required by their jobs. This obligation remains even after an employee's employment relationship with the Church ends.

The Church rules regarding document control, restricted access, and other such procedures must be strictly observed by each employee. Employees who fail to adhere to the Church policies regarding proprietary and confidential information will be subject to disciplinary action, up to and including termination and other potential legal recourse.

LCMS Rostered Worker

A called LCMS rostered worker is an individual who is LCMS rostered and called by the congregation to serve.

EMPLOYMENT POLICIES AND PRACTICES

Verification of Right to Work

The Church is committed to full compliance with the federal immigration laws. The Immigration Reform and Control Act of 1986 (as amended) requires employers to verify that all of its employees have the legal right to work in the United States.

All offers of employment are conditioned upon the receipt of satisfactory evidence of your identity and legal authority to work in the United States.

Employment of Relatives

The employment of close relatives of current employees may be allowed solely at the Church's discretion.

If two employees marry or become related, causing actual or potential conflicts of interest, only one of the employees will be retained with the organization unless reasonable accommodations can be made to eliminate the actual or potential conflict of interest. The employees will have thirty (30) days to decide which relative will stay with the Church. If this decision is not made in the time allowed, the Church will make the decision.

Outside Employment

While employed by the Church, employees are expected to devote their energies to their jobs within the organization. The following types of outside employment are strictly prohibited:

- a. Employment that conflicts with your work schedule, duties, and responsibilities;
- b. Employment that creates a conflict of interest or is incompatible with your employment with the Church;
- c. Employment that impairs or has a detrimental effect on your work performance with the Church;
- d. Employment that requires you to conduct work or related activities on Church property or using Church facilities or equipment;
- e. Employment that directly or indirectly competes with the business interests or ministry of the Church.

Conflicts of Interest

Situations of actual or potential conflicts of interest are to be avoided by all employees. Failure to disclose an actual or potential conflict of interest shall constitute grounds for disciplinary action, up to and including termination.

An employee involved in any of the types of relationships or situations described in this policy should immediately and fully disclose the relevant circumstances to his or her supervisor, or to the Senior Pastor, for a determination as to whether an actual or potential conflict exists. If an actual or potential conflict of interest exists, the organization will take whatever corrective action it deems to be appropriate under the circumstances to avoid or resolve the conflict of interest.

Personal Conflicts: Personal or romantic involvement with a competitor, supplier, or subordinate employee of the organization, which impairs an employee's ability to exercise good judgment on behalf of the Church, creates an actual or potential conflict of interest. Supervisor-subordinate romantic or personal relationships also may lead to supervisory problems, possible claims of sexual harassment, and morale problems among other employees.

Business Conflicts: An actual or potential conflict of interest may occur when an employee is in a position to influence a business decision that may result in undue personal gain for that employee or the employee's close friends or relatives. Undue personal gain may result not only

in cases where an employee (or relative or close friend) has an ownership interest in an outside firm which does business with the Church, but where an employee (or relative or close friend) receives any kickback, substantial gift, or any other special consideration as a result of any transaction or business dealings with the Church.

Introductory Period

With the exception of called LCMS rostered workers, each employee works in an introductory status for the first ninety (90) calendar days after the date employment first begins. No benefits are earned during this period except for state disability, worker's compensation, and social security. Benefits through the Concordia Plans will begin on the first day of the calendar month following the end of the introductory period.

This "getting acquainted" or introductory period gives your supervisor an opportunity to determine your ability to perform your job. It also provides you with an opportunity to decide if the job is suited to your needs. During this introductory period, your supervisor periodically will appraise your performance. Your appraisal(s) will be reviewed with you verbally or in writing.

Upon satisfactory completion of the introductory period, an employee who is otherwise eligible for benefits, will start earning or accumulating the benefits described in the benefits section of this handbook, depending upon the employee's classification.

If the Church determines that the introductory period does not allow sufficient time to thoroughly evaluate an employee, the introductory period may be extended at the discretion of the Church. However, the maximum probationary period for purposes of benefits through the Concordia Plans is ninety (90) days.

Employees who are promoted or transferred to new positions within the Church must complete a new introductory period for each new position. However, employees are not required to serve a waiting period for benefits and may continue their benefits, depending upon their employment classification. If, after a transfer or promotion, an employee does not successfully complete the introductory period for the new position, the employee may be allowed to return to his or her former job or to a comparable job for which the employee is qualified, depending on the availability of such positions and the needs of the Church.

Employment Classification

There are four (4) different employment classifications. If your employment classification changes, it is suggested that you confirm with the Senior Pastor whether or not your benefits will be affected.

Regular Full-Time: These are employees who work in a position which is regularly scheduled to work more than thirty (30) hours per week and more than five (5) consecutive months.. This is a benefits-eligible classification.

Regular Part-Time: These are employees who work in a position which is regularly scheduled for less than thirty (30) hours per week. This classification is not eligible for benefits.

Temporary: These are employees who are employed only for a specified, generally short-term, length of time, less than five (5) consecutive months. This employment classification may include employees working full or part-time. This classification is not eligible for benefits.

Introductory Period: With the exception of called LCMS rostered workers, this is the first ninety (90) calendar days of full-time, part-time, or temporary employment after the date employment first begins, or after transfer to a new position with the Church. This initial introductory period is not a benefits-eligible classification.

Work Schedules

Work schedules for employees vary throughout the organization. Supervisors will advise employees of their individual work schedules. Various factors, such as work loads and staffing needs, may require variations in an individual employee's starting and ending times, as well as the total hours worked each day or each week.

The Church reserves the right to revise scheduled or unscheduled hours, require overtime, and transfer or assign employees to other work or positions, other than their usual assignment, when necessary, as well as assign staff to other locations or Church facilities.

Attendance

Regular and punctual attendance is important for assuring prompt service and fair distribution of work among the staff. Unsatisfactory attendance, including reporting late or leaving early, may be cause for disciplinary action, up to and including termination. It is your responsibility to:

- a. Report to work at the scheduled time, properly dressed and ready to work;
- b. Schedule personal appointments, or other similar personal leave outside of work hours;
- c. Report by phone to your supervisor as far in advance as possible before your scheduled time to report to work, and on a daily basis, when ill, stating the problem and how long you anticipate being out; and
- d. Call the Church to report illness or tardiness, and speak personally to your supervisor; it is not acceptable to simply leave a message with an employee other than your supervisor, unless your supervisor is not available. In that instance, talk to another supervisor.

Rest and Meal Periods

There are two (2) paid rest periods of ten (10) minutes each during any eight (8) hour work period. One rest period will be taken during the first four (4) hours of work, and the second rest period will be taken during the last half of the shift. Rest periods are not provided, however, for employees who work less than three and one-half (3-1/2) consecutive hours in a workday.

Meal periods are unpaid and are normally for one-half (1/2) to one (1) hour. You are required to take your meal period during the middle portion of your shift.

Exempt and Non-Exempt Status

In accordance with federal and state wage and hour law, employees are classified as exempt or non-exempt from overtime pay. Employees are categorized according to their job and primary responsibilities. Most positions within the organization are non-exempt or hourly, meaning the employees that fill those positions are eligible to receive overtime pay.

Non-Exempt Employees: Non-exempt employees include all employees who are covered by the overtime provisions of the federal Fair Labor Standards Act and applicable state laws. Employees in this category are entitled to premium pay for work in excess of eight (8) hours in a workday and over forty (40) hours in a workweek, unless an alternative workweek schedule has been adopted.

Exempt Employees: Exempt employees include all employees who are classified as exempt from the overtime provisions of the federal Fair Labor Standards Act and applicable state laws. Exempt employees include, but are not limited to, employees who qualify as exempt executive, administrative, or professional employees.

Overtime

As necessary, employees may be required to work overtime. For purposes of determining which hours constitute overtime, only actual hours worked in a workday or workweek will be counted. All overtime work must be authorized in advance by your supervisor.

The standard workweek for determining overtime pay eligibility is a seven (7) consecutive day period commencing at 12:01 a.m. Monday and extending to the following Sunday at midnight. The standard workday for determining overtime pay eligibility is a twenty-four (24) hour period commencing at 12:01 a.m. and extending to midnight.

Non-exempt employees will be compensated at one and one-half (1-1/2) times their regular rate of pay for work in excess of eight (8) hours in a workday or forty (40) hours in a workweek; and will be compensated at twice their regular rate of pay (double-time) for any hours worked in excess of twelve (12) hours in a workday. There is no pyramiding or duplication of overtime, however.

Your “regular rate of pay” means the amount of pay received in a given workweek (excluding any payments for paid time off, such as vacation, sick leave, holiday pay, etc.) divided by the number of hours you actually worked during that workweek. In addition, in determining “hours worked” to calculate eligibility for overtime pay, only hours actually worked are counted; paid or unpaid time off that do not represent hours actually worked are not included.

The above definitions and description of overtime payments are simply a summary of requirements under state and federal wage and hour law. Thus, our overtime procedures and payments will in all instances be measured by our understanding as to the requirements and applicable provisions of those laws.

Timekeeping Requirements

A record of all hours worked and all absences must be recorded by all non-exempt employees on a daily basis. For this purpose, all non-exempt employees must record hours worked on the approved timesheet. You are to record when you start work and when you leave for lunch; and you are to record when you return from lunch and when you finish your work for the day.

The timesheet is used in computing amounts earned in a pay period, is kept as a permanent record, and also must be signed by both you and your supervisor. Days off from work, whether paid or unpaid time off, must be shown separately on the timesheet and approved by your supervisor.

Payment of Wages

Paydays: With the exception of called LCMS rostered workers, all employees are paid twice per month, by the 10th and 25th of each month. Our payroll periods are from the 1st to the 15th and from the 16th to the last day of the month. Each paycheck will include earnings for all work performed through the end of the previous payroll period. Called LCMS rostered workers are paid by the 10th of each month.

Deductions: Deductions from gross pay are made for federal and state income taxes, social security taxes, and state disability insurance. Deductions also may be required for wage and support garnishments pursuant to a court order. Any other deductions require execution of a payroll authorization form.

Personnel Records

A personnel file and a separate confidential medical information file will be maintained for each employee in accordance with federal and state laws. The employee files will be kept in the Church office and shall be accessible only to authorized individuals within the organization.

You have the right to inspect your personnel records in the presence of the Senior Pastor and may request a copy of any documents you have signed. You are expected to submit a written request to review your personnel file with five (5) days written notice and an appointment to do so will be scheduled during normal business hours.

Personnel Data Changes

To maintain current employee records, it is the responsibility of each employee to promptly notify the Senior Pastor of any changes in personnel information. Such changes include, but are not limited to, changes in mailing addresses, names, telephone numbers, number and names of dependents, individuals to be contacted in the event of an emergency, educational accomplishments, etc.

If you fail to report these changes, then understand that the Church cannot be responsible for any errors that occur subsequently or for any communications that do not reach you. All payroll additions or changes must be submitted on appropriate forms for processing three (3) days prior to the end of the pay period. Any information received after the cutoff will be processed on the next paycheck.

Employment References

All requests for references must be directed to the Senior Pastor. No other supervisor, manager or employee of the Church is authorized to release references for current or former employees.

The policy of the Church is to give references which disclose only the dates of employment and the title of the last position held. If you authorize disclosure in writing, the Church also will provide a prospective employer with wage and salary information.

Staff Evaluations

Staff evaluations are completed monthly by your supervisor. A personal contact will be made by the supervisor if the employee is above or below expectations.

Positive evaluations do not guarantee increases in salary or promotions. Salary increases and promotions are solely within the discretion of the Church.

OPERATIONAL CONSIDERATIONS

No Smoking Policy

In keeping with our intent to provide a healthy and safe work environment, smoking is prohibited throughout the workplace. This policy applies equally to all employees and visitors.

Use of Phone and Mail Systems

To ensure effective telephone communications, employees always should use the approved greeting and speaking in a courteous and professional manner. Please confirm information received from the caller.

Telephones are intended for business use. As a result, personal telephone calls should be kept to a minimum. Necessary calls are to be made during breaks or meal periods, whenever possible. No personal long distance or toll calls are to be charged to the Church.

Similarly, the use of Church pre-paid postage or shipping charges for personal correspondence is not permitted.

Violations of this policy can result in reimbursement and other disciplinary action.

Use of Internet and Computer Resources

Internet and computer resources at GSLC may only be used for lawful and proper purposes. Employees and others with access to internet and computer resources at GSLC may not transmit, distribute or electronically store any inappropriate material or material in violation of any applicable law or regulation, including but not limited to any material which may be offensive, obscene, defamatory or threatening to others, or which may be in violation of copyright, trademark, export or intellectual property laws.

Use of Church Property

Property of the Church must be used only for carrying out assigned duties. If you want to use property for purposes that are not related to the business purposes of the Church, you must follow the current Church policy in place.

Return of Church Property

Employees are responsible for all Church property, materials, or written information issued to them or in their possession or control. Employees must return all Church property immediately upon request or upon termination of employment.

Employee Property

Desks and other storage devices which may be provided for the convenience of employees remain the sole property of the Church. Accordingly, searches or inspections may be conducted from time to time by the Church for safety, security, or other considerations. Such inspections or searches may be conducted with or without notice.

An employee's personal property, including but not limited to, packages, purses, backpacks, etc. may be inspected upon reasonable suspicion of unauthorized possession of Church property or for safety or security reasons (e.g. reasonable suspicion of possession of alcohol, illegal drugs, explosives, firearms, etc.).

Business Travel Expenses

The Church will reimburse employees for reasonable business travel expenses incurred while on assignment away from the normal work location. All business travel must be approved in advance by your immediate supervisor.

Employees should contact their supervisor for guidance and assistance on procedures related to travel arrangements, expense reports, reimbursement for specific expenses, or any other business travel issues.

When travel is completed, employees should submit completed travel expense reports within the same pay period. Reports should be accompanied by receipts for all individual expenses.

Employees who are involved in an accident while traveling on business must promptly report the incident to their immediate supervisor. Vehicles owned, leased, or rented by the Church may not be used for personal use without prior approval.

Employees who abuse this policy, including falsifying expense reports, will be subject to disciplinary action, up to and including termination of employment.

EMPLOYMENT BENEFITS SUMMARY

The Church offers a variety of benefits for its eligible employees. Eligibility and effective dates may vary, depending upon the benefit. More detailed information regarding many of these benefits is contained in plan booklets, group insurance policies, and official plan documents. While the provisions of this section of the handbook provide a general overview of the organization's benefits, the terms, conditions, and limitations of the official plan documents (where applicable) will control over these brief summaries. You are encouraged to review the official plan documents for further information. Additional questions should be directed to the Senior Pastor.

Health Insurance

The Church offers health insurance coverage for eligible employees. Eligible employees include regular full-time employees. Coverage booklets are available for review.

Dental Insurance

The Church offers dental insurance coverage for eligible employees. Eligible employees include regular full-time employees. Coverage booklets are available for review.

Disability and Survivor Plan

The Church provides disability and survivor benefits to eligible employees. Eligible employees include regular full-time employees and regular part-time employees who are hired to work for more than twenty (20) hours per week and for more than five consecutive months. Complete details regarding coverage are available.

Retirement Plan

The Church provides a retirement plan to eligible employees. Eligible employees include regular full-time employees and regular part-time employees who are hired to work for more than twenty (20) hours per week and for more than five consecutive months.

Death Benefit

The Church provides death benefits to all eligible employees as part of the retirement and disability/survivor plan. Eligible employees are regular full-time employees who have completed their introductory period. Complete details regarding coverage are available.

Worker's Compensation Insurance

The Church, in accordance with state law, provides insurance coverage for employees in case of work-related injury or illness. You are automatically covered by worker's compensation insurance. This protection applies to all employees, regardless of employment classification, as of your first day of work.

The worker's compensation insurance carrier will pay a portion of your wages while you are recovering from a work-related injury or illness and are unable to work. Benefits may include medical care, partial wage replacement, and vocational rehabilitation to help qualified injured workers return to suitable employment.

To ensure that you receive any worker's compensation benefits to which you may be entitled, you will need to:

- a. Immediately report any work-related injury or illness to your supervisor;

- b. Seek medical treatment and follow-up care if required;
- c. Complete a written Employee's Claim Form (DWC Form 1) and return it to the Senior Pastor; and
- d. You must provide the Church with a certification from your health care provider regarding the need for worker's compensation disability leave and your ability to return to work from the leave.

State law requires that the Church notify the worker's compensation insurance carrier of any concerns of fraudulent claims.

Any person who makes or causes to be made any knowingly false or fraudulent material statement or material misrepresentation for the purpose of obtaining or denying worker's compensation benefits or payments is guilty of a felony.

A violation of the above is punishable by imprisonment for one (1) to five (5) years, or by a fine not exceeding Fifty Thousand Dollars (\$50,000.00) or double the greater of the fraud, or both. Additional civil penalties may be levied.

Social Security Insurance (FICA)

In accordance with federal law, the Church helps finance social security benefits for employees to provide for economic security and welfare. Under the Federal Insurance Contributions Act ("FICA"), the Church matches contributions made by employees, who in turn may be eligible for old-age, survivor, and disability benefits. Your contributions are indicated on the earnings record given to you on your paycheck. If you have any questions on social security, please contact the local office of the Social Security Administrator.

State Disability Insurance

Benefits under the State Disability Insurance ("SDI") program are designed to cover a part of wages for employees who are hospitalized or unable to work due to a non-occupational injury or extended illness. The amount of benefit is determined by earnings during a specific base period and is set by the state. The cost of the insurance is paid by you, as required by law, and is a payroll deduction. You must initiate your claim directly with the Employment Development Department, which is responsible for determining eligibility and administering this program.

Vacation

Vacation time off with pay is available to regular full-time employees only. All vacation time off must be approved by the supervisor at least 30 days prior to the vacation. Length of service is measured from the day an employee is hired. A week consists of the typical number of days worked in a week. Accrued vacation will be calculated on each employee's anniversary date of hire. Eligible employees will accrue vacation for each year as follows:

<u>Length of Continuous Service</u>	<u>Weeks of Vacation Per Year</u>	<u>Maximum Accrual</u>
1 to 12 months	1	1.0 year's worth
1 to 2 years	1	1.5 year's worth
2 to 5 years	2	1.5 year's worth
5 to 10 years	3	1.5 year's worth
10 to 15 years	4	1.5 year's worth
15 to 25 years	5	1.5 year's worth
25 years or more	6	1.5 year's worth

Eligible employees accrue vacation time as they work up to the maximum accruals stated above. After reaching the maximum accrual, an employee does not accrue additional vacation time until the employee uses sufficient vacation time to fall below the maximum permissible accruals.

Sick Leave

All regular full-time church employees who have completed their 90 –day introductory period of employment will be eligible for paid sick leave. Sick leave time will accumulate at the rate of five days per year after the completion of the introductory period of employment. Eligible employees will receive payment for sick time at their normal base rate of pay.

Sick leave may be used for the employee’s own illness or you may to attend to the illness of your spouse, child, or parent.

If you are unable to report to work due to your own illness or to attend to the illness of your spouse, child, or parent, you should notify your direct supervisor before the scheduled start of the workday, if possible. Your direct supervisor also must be contacted on each additional day of absence.

If you are on sick leave for three (3) or more consecutive days, the church may require that you present a certificate from your medical practitioner stating that the leave was necessitated by your illness or injury, releasing you to return to work, and setting forth any restrictions or limitations on your ability to perform your job. If you are on sick leave for three (3) or more consecutive days to attend to the illness or injury of your spouse, child, or parent, the church may require that you present a certificate from that person’s medical practitioner stating leave was necessitated by your spouse’s, child’s, or parent’s illness or injury.

There is no accrual of sick leave. Unused sick leave is not paid at termination. Any employee who leaves the church will not be paid for his or her unused sick leave.

Holidays

Regular full-time employees are eligible to receive certain holidays off with pay. The Church observes the following holidays:

New Year's Day (January 1)
President's Day
Good Friday
Memorial Day
Independence Day (July 4)
Labor Day
Veteran's Day
Thanksgiving
Christmas (December 25)

If you are required to work on an observed holiday, you will be paid at your normal rate of pay for hours actually worked, in addition to your holiday pay.

If an observed holiday falls during an eligible employee's paid absence (such as vacation or sick leave), holiday pay will be provided instead of the paid time off benefit that otherwise would have applied.

If a salaried staff person works on a paid holiday or if a paid holiday occurs during his/her vacation or day off, the staff person will take that holiday on another day.

Sabbatical/Educational Leave

Sabbatical/educational leave is applicable to called LCMS rostered workers and ministry staff workers only.

All requests for sabbatical plans and continuing education courses should be submitted to the People Committee at least one hundred twenty (120) days in advance of any proposed leave. The Church retains the authority to grant or deny any such request in its absolute discretion.

Please contact the Senior Pastor for additional information regarding sabbatical and educational leaves of absence.

Jury and Witness Duty

It is the church's policy to enable employees to serve on jury duty or as a witness, when called to do so. If you are required to serve, you must notify your supervisor immediately and present a copy of the jury summons or witness subpoena.

If offered or available, you must elect the telephone on-call status and report to work until such time as you are called in to physically report at the court. You also must report to work at your normal schedule when released from service.

An employee will be paid for regular scheduled work hours while in the jury pool. An employee will not be paid while serving on a jury. Time off to serve as a witness is provided as an unpaid leave.

LEAVES OF ABSENCE

Medical Leave

A medical leave of absence may be granted for non-work-related temporary medical disabilities (other than pregnancy, childbirth, or related medical conditions) for up to thirty (30) days with a physician's written certificate of disability. Requests for leave should be made in writing as far in advance as possible.

A medical leave begins on the first day your physician certifies that you are unable to work and ends when your physician certifies that you are able to return to work or after a total of three (3) days of leave, whichever occurs first. An employee returning from a medical disability leave must present a physician's certificate showing fitness to return to work.

If you are granted a medical leave, you must use any accrued sick leave. Once sick leave is exhausted, you must use any accrued vacation pay.

If returning from a non-work-related medical leave, you will be offered the same position held at the time of leaving, if available. If this position is not available, a comparable position will be offered. If neither the same nor a comparable position is available, your return to work will depend on job openings existing at the time of your scheduled return. There are no guarantees of reinstatement and your return will depend on your qualifications for existing openings.

California worker's compensation laws govern work-related injuries and illnesses. California pregnancy disability laws govern leaves taken because of pregnancy, childbirth, and related medical conditions. The Church intends to fully comply with these laws.

Worker's Compensation Leave

If you suffer a work-related injury or illness and are temporarily unable to return to work, you may be placed on an approved leave until you are able to return to full or modified employment.

Upon submission of a medical certification that you are able to return to work, you will be offered the same position held at the time of leaving, unless the job has been filled in order to

avoid undermining the Church's ability to operate safely and efficiently, or you are not capable of performing your job responsibilities upon return.

If your former position is not available, a substantially similar position will be offered unless there is no substantially similar position available, or filling the available position would undermine the Church's ability to operate safely and efficiently, or you are not capable of performing the responsibilities of the position.

If, after returning from a worker's compensation leave, you are unable to perform the essential functions of your position because of a physical or mental disability, the Church's obligations to you may include reasonable accommodation, as governed by the Americans with Disabilities Act and similar provisions under state law.

Pregnancy Disability Leave

In accordance with state laws, a pregnancy disability leave of absence may be granted for any female employee who is disabled from working due to pregnancy, childbirth, or related medical condition, for up to four (4) months.

Pregnancy disability leave usually will begin when ordered by the employee's physician. The employee must provide the Church with a certification from a health care provider.

A pregnancy disability leave begins on the first day your physician certifies that you are unable to work and ends when your physician certifies that you are able to return to work or after a total of four (4) months of leave, whichever occurs first. An employee returning from a pregnancy disability leave must present a physician's certificate showing fitness to return to work.

If you are granted a pregnancy disability leave, you must use any accrued sick leave. Once sick leave is exhausted, you may use any accrued vacation pay.

If returning from a pregnancy disability leave, you will be offered the same position held at the time of leaving, or to an equivalent position, if available. An employee returning from a pregnancy disability leave has no greater right to reinstatement than if the employee had been continuously employed rather than on leave. For example, if the employee on pregnancy disability leave would have been laid off had she not gone on leave, or if the employee's position has been eliminated or filled in order to avoid undermining the Church's ability to operate safely and efficiently during the leave, and there are no equivalent or comparable positions available, then the employee would not be entitled to reinstatement.

Military Leave

Employees who are active members of a Military Reserve or National Guard Unit and who are required to spend time on annual active duty, will be granted an excused absence without pay, for a period not to exceed seventeen (17) calendar days per year.

A regular full-time employee who enters the Armed Forces of the United States will be placed on an extended leave without pay in accordance with applicable federal laws. Upon completion of

military service, the employee will be reinstated with full length of service credit to his or her former position, or to a comparable position, if application for re-employment is made within the time requirements of applicable federal laws.

All employees who are required to report for reserve or active duty must submit a copy of their orders to their supervisor and the Senior Pastor as far in advance of such duty as possible.

Benefits During Leave of Absence

Leaves of absence are unpaid. However, it is the policy of the Church to require that accrued benefits be used during all leaves of absence. Employees shall not accrue or earn any employer-provided benefits during a leave of absence, unless they are using accrued vacation or sick leave.

STANDARDS OF CONDUCT

Purpose

Our purpose is to create and maintain an employee relations climate in which people work together efficiently and productively to provide service to our parishioners. To accomplish this purpose we will endeavor to:

- a. Treat each employee with consideration and respect;
- b. Provide a safe, healthy and clean work environment; and
- c. Expect each employee to perform his or her job courteously, competently, and productively everyday.

Disciplinary Procedure

Occasionally, the Church may be faced with the need to enforce policies through disciplinary action. The disciplinary procedure outlined in this policy is intended merely as a guide to assist supervisors to deal with disciplinary problems. It should be remembered that employment is at the mutual consent of you and the Church (see "Employment At Will" on page 2). Accordingly, either you or the Church can terminate the employment relationship at will. Depending upon an employee's previous record and the seriousness of the violation, the Church may, in its sole discretion, take any or all of the following actions:

- a. Verbal Warning: The supervisor will verbally warn you about the problem. This may include documentation to be included in your personnel record.
- b. Written Warning: A written notice may be given to you describing the problem and corrective action to be taken. You will be given a copy of the warning notice, and sign for receipt. You may add any comments on the reverse side and you have the

right to submit a written rebuttal subsequently. Any such rebuttal must be submitted within two (2) days. Your signature does not indicate agreement of the notice, only receipt of it.

- c. Suspension: Suspension from work without pay may be imposed as a disciplinary action. You also may be suspended without pay pending an investigation into a complaint regarding your actions or conduct.
- d. Termination: You may be dismissed. Earned vacation will be paid upon dismissal along with a final paycheck.

Whenever the Church, in its sole discretion, determines that circumstances warrant such action, one or more steps in the process may be skipped. Accordingly, our determination may be that circumstances make immediate termination appropriate.

Rules of Conduct

To maintain a productive job environment, and to assure the smooth operation of the Church, certain standards must be maintained. The following behaviors are among, but not limited to, those which may result in termination or other disciplinary action:

- a. Inability to perform job duties satisfactorily.
- b. Inefficient or careless performance of duties.
- c. Failure to respect the confidential nature of parishioner records and information about parishioners.
- d. Falsification or omission on Church records (including your employment application, timesheets, client or business records etc.); altering, removing or destroying church records without authorization; failure to log in and out on your timesheet.
- e. Misconduct, failure to follow instructions, insubordination, rude or discourteous conduct with parishioners, co-workers, or others, and action that might endanger the life, safety or health of others.
- f. Deliberate or careless damage to Church property or materials.
- g. Malicious gossip or derogatory verbal attacks.
- h. Irregular attendance, repeated tardiness, unscheduled absence (including extended lunch or break periods), unexcused absence or abuse of paid time off.
- i. Smoking on Church premises.
- j. Report to work or to our premises while under the influence of alcohol.

- k. Possessing or being under the influence of narcotics, or other drugs, except when treatment or usage is under the supervision of a physician.
- l. Unauthorized possession or removal of Church or employee property, records or materials.
- m. Any unprofessional conduct or any other action on your part which seriously affects your personal status or reputation with the Church.
- n. Sleeping or inattention to duties.
- o. Unauthorized absence during working hours.
- p. Actual or threatened physical violence toward another employee, parishioner, or other persons.
- q. Possessing or bringing firearms or weapons onto Church property.
- r. If requested by a supervisor, failure to submit a document from your physician stating the reason you could not report to work.

TERMINATION/RESIGNATION OF EMPLOYMENT

Resignation and Termination Policy

As set forth in the “Employment At Will” section of this handbook (on page 2), you have the right to resign at anytime without giving a reason for resignation, unless desired. Similarly, the Church has the right to terminate employment with or without cause at anytime.

The Church asks employees who plan to resign to please inform their supervisor in writing as soon as possible so that he or she will have sufficient time to find a replacement. A two-week notice is requested, but not required.

Reductions in Force

Under some circumstances, the Church may need to restructure or reduce its workforce. If it becomes necessary to restructure our operations or reduce the number of employees, the Church will attempt to provide advance notice, if possible, to minimize the impact of those affected. If possible, employees subject to layoff will be informed of the nature of the layoff and the foreseeable duration of the layoff, whether short-term or indefinite.

In determining which employees will be subject to layoff, the Church will take into account, among other things, operation and requirements, the skill, productivity, ability and past performance of those involved and also, where feasible, the employee's length of service.

ACKNOWLEDGMENT

I, the undersigned, have received a copy of the _____, Personnel Manual from the Church. I understand that it is my responsibility to read and understand the policies contained in the Manual, and to raise any questions I might have about these policies.

I understand that except for employment at-will status, the Church reserves the right, in its sole discretion, to change, rescind, or add to any of the policies, benefits, or practices described in this handbook. The Church also reserves the right to change my hours, wages, and working conditions at anytime.

I understand and agree that the employment relationship is mutually terminable at will, and by either of us, at anytime during my employment and without regard to length of employment or employment history (performance or salary reviews, disciplinary action, etc.). This means that I am free to resign for any reason, and at anytime, and similarly, the Church is free to terminate the employment relationship at anytime or for any reason it believes to be sufficient.

No supervisor or other person with or acting on behalf of the Church has the authority to change the terminable at-will nature of the employment relationship as just described; it can be changed only if it is obtained in a separate individual written agreement that is signed by the Senior Pastor and by me.

My signature below certifies that I understand and agree to the above. It is the sole and entire agreement between the Church and me, and supersedes all prior agreements, understandings, and representations concerning my employment with the Church.

Employee Signature

Date

A copy of this Acknowledgment will be kept in the Church's records.