

**Trinity Lutheran Church, Inc.**

**PERSONNEL POLICIES AND PROCEDURES**

**June 2018**

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## **WELCOME!**

Welcome to Trinity 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 in a relationship built on faith in Jesus Christ, mutual trust and confidentiality. We appreciate you and your gifts and talents as we work together to live out our mission for ministry.

As an employee of the church, you represent this ministry in both your work life and private life. We encourage you to strive toward living a life that is an example to others of your relationship with God and Trinity's vision for ministry.

## **INTRODUCTORY STATEMENT**

This personnel policy and procedures handbook applies to all employees. It provides guidelines and summary information about the church's personnel policies, procedures, benefits, and rules of conduct. This handbook is not intended to be a contract, nor is it intended to otherwise create any legally enforceable obligations on the part of the congregation or its employees.

It is important that you read, understand, and become familiar with the handbook and comply with the standards that have been established. Please talk with your supervisor if you have any questions or need additional information.

It is not possible to anticipate every situation that may arise in the workplace or to provide information that answers every possible question. As a result, this handbook may be reviewed and updated from time to time.

If there is a conflict among the provisions, benefits, and policies in this employee handbook and those set forth in the terms of an ordained staff member's call, the terms of the call shall prevail. If there is a conflict between these procedures and policies and those set forth for all other staff in the terms of the Letter of Agreement the terms of the Letter of Agreement shall prevail.

## **TRINITY LUTHERAN CHURCH MISSION**

**Together in Jesus Christ we are freed by grace to  
live faithfully, love boldly and serve joyfully.**

## **TRINITY SCHOOL'S MISSION**

**Living faithfully, loving boldly, and learning joyfully  
while growing in grace.**

## **SECTION I: Employment**

### **EMPLOYMENT AT WILL**

Employment is with the mutual consent between the employee and the Trinity Lutheran Church (Trinity) congregation. Consequently, both the employee and the congregation have the right to terminate the employment relationship at any time, with or without cause in accordance with the terms of the Letter of Agreement. An example Letter of Agreement is incorporated into this handbook. This Letter of Agreement constitutes the entire agreement between the employee and the congregation on the subject of termination and it supersedes all subsequent agreements. Although other congregation policies and procedures may change from time to time, this Letter of Agreement will remain in effect throughout the term of employment with the congregation unless it is specifically modified by an express written agreement signed by the employee and the president or officer of the congregation on behalf of the Council. The Letter of Agreement shall be renewed annually and may not be modified by any oral or implied agreement.

### **EQUAL EMPLOYMENT OPPORTUNITY**

The congregation is committed to equal employment opportunities for all qualified persons, without regard to race, color, ancestry, national origin, religion, gender, national origin, ancestry, age, physical disability, mental disability, medical condition, veteran status, marital status, or sexual orientation, to the extent required by law. This applies to all employment practices, including recruitment, hiring, promotions, training, corrective action, termination, and benefits.

We expect all employees to show respect and sensitivity toward all other employees, and to demonstrate a commitment to the congregation's equal opportunity objectives. If an employee observes a violation of this policy, it should be reported immediately to the supervisor or pastor. The congregation will immediately investigate any complaint and take appropriate preventive and/or corrective action.

Violation of this policy may result in corrective action, up to and including possible termination.

### **IMMIGRATION REFORM AND CONTROL ACT OF 1986**

The congregation is committed to compliance with the federal immigration laws and will not knowingly hire or continue to employ anyone who does not have the legal right to work in the United States. As an ongoing condition of employment, documentation verifying identity and legal authority to work in the United States shall be provided.

### **EMPLOYEE CLASSIFICATIONS**

The congregation classifies employees in a number of different ways, as follows:

**Full Time Employee** -- average hours of work each workweek are at least 40.

**Part Time Employee** -- average hours of work each workweek are less than 40.

**Substitute** -- on an on-call, intermittent or seasonal basis.

**Nonexempt Employee** (hourly) -- Non-exempt employees are employees who, because of the type of duties performed, the usual level of decision-making authority, and the method of compensation, are subject to all Fair Labor Standards Act (FLSA) provisions including the payment of overtime. Non-exempt employees are normally required to account for all hours and fractional hours worked.

Non-exempt employees must be paid for all hours worked overtime at the premium (time-and-one-half) rate of pay. Overtime occurs if more than 40 hours are worked within a one week period.

**Exempt Employee** (salary) -- exempt employees are not covered by the overtime provisions of state and federal law and are therefore not eligible for overtime pay. An exempt employee is a worker who is not subject to the minimum wage and overtime requirements of the U.S. Federal Labor Standards Act (FLSA).

### **EMPLOYMENT OF MINORS**

If an employee is not at least 18 years old, a valid Work Permit, High School Diploma, or Certificate of Proficiency shall be required before commencing work. The employment of minors is restricted by the terms and conditions of the Work Permit, as well as the provisions of state and federal law.

### **EMPLOYMENT OF RELATIVES**

Relatives of employees will receive the same consideration as any other applicant for a job opening and will not be accorded preferential treatment in employment matters. However, related employees may not be permitted to work under the direct supervision of each other because of employee morale, security, or other legitimate business reasons, unless specifically approved in writing. In addition, the congregation may require a related employee to transfer or resign if there is a conflict of interest or management problem of supervision that cannot be resolved.

### **EMPLOYMENT REQUISITES**

All new employees are required to complete New Hire paperwork. Prior to the first day of employment, the following is required:

- Completed Application for Employment/Resume
- National Background Check Disclosure and Authorization for a Washington State approved criminal history and background check or as otherwise required by Washington State Administrative Code
- I-9 form Employee Withholding Allowance Certificate

- Authorization for Direct Deposit

All new school employees must complete the following:

- A current tuberculin skin test

Prior to the expiration of 30 days of employment for school employees, the following is required:

- Current first aid and CPR training documentation
- Documentation of blood borne pathogen training
- Mandated Reporter Training
- Child Development Center (CDC) only: Food Handlers Permit
- CDC only: Safe sleep training through Department of Early Learning

## **SECTION II: Benefits**

### **VACATION**

Trinity employees will accumulate vacation every paycheck based on their length of continuous service with the congregation, as established in their Letter of Agreement. Except that CDC employees will accrue vacation each payday based on the number of hours worked each week and Trinity Preschool (TLP) employees will frontload their vacation at the beginning of the academic year as established in the Letter of Agreement.

Requests for vacation time should be made in writing and should be submitted to the supervisor for approval at least 30 working days in advance. Vacation requests will be approved on a case by case basis, and only if the time off will not interfere with the normal ministry of the congregation. Requests for vacation will be followed by arrangements to cover duties and responsibilities during the absence.

Employees are encouraged to use all earned vacation during the 12 month period after it has been earned. However, employees may accumulate up to one and one-half times their current annual benefit. Employees who accumulate the maximum benefit allowed will not earn additional vacation until their accumulated total has been reduced below the maximum. Thereafter, vacation will only be earned up to the maximum amount of one and one-half times their current annual benefit.

### **HOLIDAYS**

The following are observed as paid holidays for full-time Trinity staff:

- New Year's Day
- Martin Luther King Day
- Presidents' Day
- Monday after Easter (except that the Schools will be open)
- Memorial Day

- Independence Day
- Labor Day
- Veteran's Day (TLP only)
- Thanksgiving Day and the following Friday
- Christmas Eve (1/2 day)
- Christmas Day and the following day
- New Year's Eve (1/2 day) (except CDC)

It is intended that the staff do not work on the holidays noted above however, it is understood that is not always possible. As a result, staff will keep track of the holidays worked, and take a compensatory day before or after the actual holiday.

When a holiday falls on a Saturday or Sunday the holiday will be taken on the Friday before or Monday following. When Christmas falls on a Saturday, the Christmas Eve half-day will be observed on Friday, and the Christmas Day full-day will be observed the following Monday. The day after Christmas will be a holiday when Christmas falls on Sunday through Thursday.

Part-time employees will be paid only for the holidays that fall on the days that they normally work. For these holidays, part-time employees will be paid for the number of hours they would normally work on that day.

A holiday that falls within a staff member's vacation time shall be observed and not counted as vacation time.

Currently TLP does not offer vacation days. Beginning the 2019/2020 school year, they will offer paid vacations consistent with this handbook.

### **SICK LEAVE**

Employees are eligible to earn up to 12 days of Sick Leave each year, accumulated at the rate of at least 1 hour per 40 hours worked, as set forth in the Letter of Agreement.

Employees may accumulate up to one and one-half times their current annual benefit.

Unused benefits may not be used as additional vacation, and employees will not be paid for unused time or benefits upon termination of employment.

Employees using sick leave must notify their supervisor at the earliest opportunity and may be asked to provide medical verification. Absences of more than 5 consecutive working days may be subject to the congregation's leave of absence policy.

## **LEAVE OF ABSENCE**

The congregation makes leaves of absence available to employees on the following basis:

**Personal Leave** - a leave of absence for a compelling personal reason that is not medically related must be submitted in writing.

Employees who have completed at least one year of continuous service may submit a written request to their supervisor for a personal leave of absence, without pay, for any length of time up to a maximum of three months. Written requests must state the reason for the leave, as well as the beginning and ending dates.

Requests for personal leave will be granted at the discretion of the supervisor, based on the facts and circumstances surrounding each individual request and the congregational situation.

Employees who return to work at the end of a Personal Leave will normally be returned to their former position if an opening exists or, if there is no such opening, they will be considered for a comparable position if one is available.

**Family and Medical Leave** – Employees will be granted leave for family or medical purposes as required by the The Family and Medical Leave Act (FMLA) of 1993 and as amended thereafter.

**Jury Duty** - Employees will be granted a paid leave of absence, to serve on jury duty for up to 10 days. In the event a staff member of the TLP or CDC is required to participate in jury duty, their wages will be covered by the Trinity Congregational general fund up to 10 days.

Upon completion of jury duty, a Verification of Attendance Form shall be presented to the church office. Employees who are excused from jury duty for the day, or are excused early, should report to work when it is practical to do so.

**Subpoena Duty** – Employees will be granted leave if subpoenaed to appear before a court/judge as a defendant, plaintiff, or witness as follows:

- Immediately notify and provide court provided documentation to the supervisor;
- Upon completion of subpoena duty, employee should report to work when it is practical to do so;
- Upon completion of duty, provide written court confirmation that duty was performed.

Employee will not be paid while serving, (unless the subpoena is Trinity related) however, benefits will continue as if still working and no vacation time will be charged.

**Military Leave** - The congregation complies with applicable state and federal law concerning leaves for military service. The congregation will not continue to pay wages during the absence.

**The following general provisions apply to all leaves of absence:**

1. A request for an extension of a leave of absence must be made in writing to the supervisor prior to the expiration date of the original leave, and if applicable, must be accompanied by a physician's written statement that certifies the need for the extension.
2. Failure to return to work on the first workday following the expiration of an approved leave of absence may be considered a voluntary termination.
3. Coverage under the congregation's insurance plans will be continued on the following basis:  
The congregation will continue to contribute to premiums as if the employee were actively at work, for the first 30 days of an approved leave of absence. Employees must make arrangements with the congregation to pre-pay their share of insurance premiums before going on leave.
4. Employees will not accrue length of continuous service for the portion of a leave of absence in excess of 30 days.
5. Employees on leave of absence will be subject to layoff on the same basis as employees who are actively at work.
6. Employees on leave of absence are requested to communicate with their supervisor on a regular basis, at least once each month, regarding their status and anticipated return to work date.
7. Employees who falsify the reason for their leave of absence may be subject to corrective action, up to and including possible termination.
8. All leaves of absence must be approved in advance, in writing, by the Supervisor.

**SABBATICAL LEAVE**

Trinity recognizes that employees have a need to increase and extend their knowledge and competency in their fields of specialization. This may be accomplished through a sabbatical leave, normally a period of one to three months, during which full salary and benefits would be continued. Sabbatical leaves are restricted and are intended for use only by those employees (without regard to ordained status) whose sabbatical leave will increase their value to the organization. An employee is eligible to request a sabbatical leave after six years of full-time employment with Trinity. Subsequent requests may be considered at six-year intervals. Requests for sabbatical leave, including the proposed program of study, must be submitted, in writing, to the Personnel Committee. If approved, the request will be forwarded to the Council at least one month before the proposed beginning of the sabbatical leave. Both the Personnel Committee and the Council must approve the proposed sabbatical leave. No employee may take a sabbatical leave at the completion of his or her service. The granting of a sabbatical leave to all other employees will normally be contingent upon the employee's commitment to a minimum of six months of service to Trinity following the conclusion of the leave. Any exceptions must be approved by the Council.

Sabbatical leave does not accrue. An employee whose employment terminates without the employee having taken sabbatical leave is not entitled to any sabbatical payment.

Sabbatical leave does not apply to school staff.

### **BEREAVEMENT PAY**

All employees who have completed at least six months of continuous service will be eligible for up to three days away from work, with pay, to arrange and/or attend the funeral of an immediate family member. For the purpose of this policy an immediate family member is defined as the employee's parent, spouse, in-law, child, or siblings.

Employees who require more than three days away from work may request earned vacation time, or a personal leave of absence, subject to the provisions of the church's leave of absence policy.

Bereavement pay will not be considered as hours worked for the calculation of overtime.

### **WORKERS' COMPENSATION INSURANCE & UNEMPLOYMENT COMPENSATION**

All employees are automatically covered by Workers' Compensation Insurance at the time they are hired. The congregation pays 100% of the premiums for this important coverage. The following benefits are provided to employees who sustain a work-related injury or illness:

- partial wage replacement for periods of disability;
- medical care, including medicine, hospital, doctor, X-rays, crutches, etc.
- rehabilitation services, if necessary.

It is important that employees report any work-related injury or illness to the supervisor in writing, as soon as it happens, regardless of how minor it may be. It is also important to get proper first aid and/or medical attention immediately.

Unemployment compensation shall follow state guidelines.

### **INSURANCE PLANS**

Eligibility of employees for enrollment in other insurance plans will be negotiated individually and detailed in the Letter of Agreement.

### **PENSION/RETIREMENT ACCOUNT**

After completion of the probationary period, all full-time employees will be eligible for enrollment in the applicable retirement plan. For the Schools, it is the 403B Retirement Account plan through the benefit provider for Trinity; and for the remainder of the staff, it is through Portico. The rate shall be approved annually through the budgeting process and stated clearly in the Letter of Agreement.

## **EDUCATIONAL ASSISTANCE AND PROFESSIONAL MEMBERSHIPS**

Where it can be demonstrated that the congregation will benefit from an employee's participation in an educational program or professional organization, the related expenses may be paid by the congregation. Requests for payment of expenses related to educational programs and professional organizations must be approved in advance by the supervisor and will be negotiated individually and detailed in the Letter of Agreement.

## **SECTION III: Personnel Status**

### **PROBATIONARY PERIOD**

All hired employees shall begin their employment with a ninety day probationary period. During this time there shall be two written and oral evaluations through which the supervisor and new employee shall assess the "working match." The evaluation shall occur at approximately forty five days (six weeks) and ninety days (three months).

The evaluations shall be a written and oral performance review conducted by the supervisor in cooperation with the personnel committee. Normally the employment shall either become permanent at this time with a new Letter of Agreement or shall terminate, although special circumstances can allow for the extension of the probationary period.

### **TARDINESS AND ABSENCE**

It is important that employees work their regular schedules as consistently as possible. However, the congregation understands that because of illness or emergency an employee may be unable to come to work.

If an employee is unable to report to work for any reason, notification should be given as soon as possible to the supervisor. It is the employee's responsibility to keep the supervisor informed during an absence and to provide medical verification when asked to do so.

Nonexempt employees are expected to be at their work station ready to begin work at the beginning of their scheduled shift, and at the end of their scheduled breaks and meal period. Except in an emergency, nonexempt employees must have their supervisor's permission to leave work.

A tardy or absence is considered "*excused*" only when the employee calls ahead of time and the tardy or absence is for a compelling reason. The supervisor reserves the right to determine what constitutes a compelling reason. A tardy or absence for a non-compelling reason, and failing to call in according to congregation policy, will be considered "*unexcused*."

The congregation considers "*unexcused*" tardiness and absence to be a serious problem. However, employees who are tardy or absent excessively or show a consistent pattern of

absence, whether "*excused*" or "*unexcused*," will be subject to corrective action, up to and including possible termination.

Employees who do not call in or report to work may be subject to corrective action, up to and including possible termination.

### **INCLEMENT WEATHER**

In the event of inclement weather Trinity will use Edmonds School District as our general guideline regarding decisions for continuing or canceling congregational activities. The general guideline is:

- On weekdays, if Edmonds School District is closed then Trinity may cancel activities and close as well. If the district has a late start, Trinity will also have a late start and TLP will be closed.
- Weekend and worship cancellations will be made on a case by case basis and Trinity will always attempt to hold worship regardless of the weather conditions.
- Check in with Pastors/supervisors when possible, and decide together on actual cancellation.
- Employees scheduled to work during closures will be paid their normally scheduled hours.

### **TERMINATION**

**Voluntary Termination** - a voluntary termination is a termination that is initiated by the employee (this would include retirement.) Employees shall give at least two weeks written notice to the supervisor before leaving employment. Written notice should include the reason for leaving, as well as a forwarding address. Voluntary termination means that the employee will not be paid for any sick/personal time earned but not used, but will be compensated for any unused earned vacation as set forth in Section II: Benefits, Vacation.

**Involuntary Termination** - an involuntary termination is a termination that is initiated by the congregation (Personnel Committee) for reasons other than changing congregational conditions. In the case of an involuntary termination, the congregation will compensate the employee for earned but unused vacation time up to one year's accumulation. The TLP and CDC may initiate an involuntary termination in accordance with the Washington Administrative Code.

**Layoff** - a layoff is a termination of employment that results from changing congregational conditions which necessitate a reduction in staff. Whenever the congregation determines, in its sole discretion, a layoff should occur, the following factors will be among those considered: versatility, qualifications, skill, ability, performance, efficiency, loyalty, attitude, and dependability or congregational ability to maintain compensation. In the case of a layoff, the congregation will compensate the employee for earned but unused vacation time up to one year's accumulation.

Any church or school property in the employee's possession must be returned on or before the last day of employment, including any keys.

## **PERSONNEL RECORDS**

It is important that the congregation always have current information. Employees are required to notify their supervisor immediately of any change in name, address, phone number, etc. If for some reason a name and/or Social Security number must be changed, original documentation authorizing the change must be provided.

At reasonable times and on reasonable notice, an employee shall be allowed to review any personnel records that have been used to determine their qualifications for employment, promotion, compensation, termination, or other corrective action. Please talk to the supervisor for more information. Personnel records are the property of the congregation.

## **PROMOTION AND TRANSFER**

It is the congregation's intent to give qualified employees first consideration when filling job openings within the congregation. However, because of the experience, skills, and educational requirements of many jobs, promotions from within the congregation are not always possible or appropriate.

An employee's past performance, experience, attitude, qualifications, and potential are all important factors which will be considered in making promotion and transfer decisions or recommendations.

## **SECTION IV: Compensation**

### **PAYROLL**

A pay period is a period of two weeks running from Sunday through Saturday. Employees are generally paid on Thursday following the last working day of each pay period.

Time sheets for hourly (nonexempt) employees shall be maintained daily and submitted to the supervisor at the end of the pay period, or more frequently as requested by the supervisor. Supervisor shall approve time sheets each pay period and submit them to the bookkeeper for payment.

### **PAYROLL DEDUCTIONS**

Various payroll deductions are required by law, such as federal income tax, state income tax, state disability insurance, Medicare and Social Security taxes. Any other deductions from a paycheck must be authorized by the employee, in writing. The congregation complies with applicable state and federal laws regarding the garnishment and assignment of wages.

Each paystub will itemize amounts that have been withheld. It is important to keep this information for tax purposes. If there are any questions about deductions, please talk to the supervisor. Employees are responsible to verify their pay.

## **OVERTIME**

From time to time, nonexempt employees may be asked to work beyond their normally scheduled hours or on a regularly scheduled day off, resulting in more than 40 hours a week. However, nonexempt employees are not allowed to work overtime unless it has been approved in advance by a supervisor. When nonexempt employees are asked to work overtime, they will receive premium pay (one and one-half time) if applicable, in accordance with state and federal law. Nonexempt employees who work overtime that have not been authorized in advance by a supervisor may be subject to corrective action, up to and including possible termination.

## **MILEAGE REIMBURSEMENT**

Use of personal vehicles by staff for work related business or activities will be reimbursed at the IRS-approved allowance. Reimbursement will be based on actual miles driven. Requests for reimbursement must include a brief record of each trip taken including date, origin and destination, and mileage, and must be submitted within 60 days.

## **BUSINESS EXPENSE REPORTING**

Employees will be reimbursed for all approved business-related expenses, upon submission of accurate and receipted expense reports to their supervisor. Employees are requested to submit these reports within 60 days to ensure proper accounting and prompt reimbursement.

## **EMPLOYEE DISCOUNTS**

All full time and part time employees of Trinity who are parents, grandparents or legal guardians of school children are entitled to a 20 percent tuition discount at the CDC or TLP. Discounted services are defined as childcare while an employee is working regularly scheduled hours and additional time as approved by the Director.

# **SECTION V: Performance and Expectations**

## **PERSONNEL MEMO**

The personnel memo is a tool to help the supervisor communicate more effectively with employees. It may be used to compliment special efforts or results, or to advise, warn, or otherwise discipline an employee for performance or conduct that is not acceptable. The purpose of a personnel memo about unacceptable performance or conduct is to clarify expectations and seek to learn from the situation in order to repair working relationships as needed and avoid the need for further corrective action.

## **EVALUATIONS**

Employees will receive a written work review at the end of their probationary period and every year thereafter. The purpose of the review is to provide the employee with direct and specific feedback regarding their work and relationship to the community of Trinity and its ministry. Written evaluations may include commendation for good work, as well as specific recommendations for improvement and/or requirement for continued employment.

Employees shall have the opportunity to discuss their work review with their supervisor. This is a time to ask questions, clarify understandings, review and adjust the job description and establish goals for the next period of work. Evaluations are intended to be supportive of an employee's work and also to assist the congregation in important decisions about job placement, training and development, and pay increases. A satisfactory review does not guarantee a salary increase nor does it automatically alter, modify, or amend the Letter of Agreement between the employee and the congregation. Actual changes to the work agreement shall be listed on the employees "Letter of Agreement" and initialed by both the employee and supervisor.

## **GRIEVANCE PROCEDURES**

In the event that an employee does not agree with a work review or has a grievance, they shall note their issue in writing to their supervisor. If the employee wants to challenge any portion of the evaluation or has any concerns that can not be resolved by working directly with the supervisor, they shall bring them in writing to the Personnel Committee who shall review the matter. If necessary, the final arbiter would be the Council which shall be duty bound to hold a hearing. In special circumstances, where the supervisor is not responding to an employee, the employee may go directly to the Personnel Committee and request mediation with the supervisor.

## **JOB DESCRIPTIONS**

Employees will be given a job description before they start to work, which will be included in an Letter of Agreement. A job description summarizes the duties and responsibilities and gives important information about the job, but may not include every detail of any specific assignment. Please read and study the job description carefully and discuss it with the supervisor if there are questions. The Personnel Committee, in conjunction with staff, may revise and update the job description from time to time, as it deems necessary and appropriate.

## **WORK RULES AND PERFORMANCE STANDARDS**

Employment is with the mutual consent of the employee and the congregation. Consequently, both the employee and the congregation have the right to terminate the employment relationship at any time, with or without cause in accordance with the terms of the Letter of Agreement.

It is not possible to provide a complete list of every work rule or performance standard. As a result, the following are presented only as examples. Employees are responsible for

understanding and following these standards and work rules. Employees who do not comply may be subject to corrective action, up to and including possible termination.

### **Job Performance –**

- Employees are expected to be at work on time, stay until the workday ends, and do the work assigned or requested. If an employee is unable to be at work on time, contact the immediate supervisor promptly. Regular attendance is required.
- The work place shall be regarded with respect and attention. Records, equipment, church and school environment and property are to be treated carefully and appropriately. Employees are responsible for those items in their custody and will be held accountable for their maintenance, appropriate use and/or accuracy. All employees are expected to actively participate in maintaining orderliness and cleanliness in their office spaces, classrooms and common areas.
- Employees are expected to act in accordance with appropriate codes, laws, regulations and policies, regardless of whether they are set by Trinity or outside regulatory agencies.
- Employees are expected to conduct themselves in a professional manner, exhibiting a high regard for visitors, students, parents, supervisors, and co-workers. No breach of professional behavior (abusive language, harassment, bullying or intimidation, hostile or offensive behavior, conducting personal business during work time, etc.) will be tolerated.
- Certain information regarding congregational members, staff, students and parents is confidential; confidentiality must be maintained on such information, including but not limited to copyrights, trademarks, intellectual property, student/parent data, and financial data contained in any document, file, electronic format or promotional material.

Employees may be subject to corrective actions, up to and including possible termination, for poor job performance. Some examples of poor job performance are as follows:

- below average work quality or quantity;
- poor attitude, including rudeness, or lack of cooperation;
- excessive absenteeism, tardiness, or abuse of break or meal privileges;
- failure to follow instructions or congregation policies and procedures;
- inability or unwillingness to support the mission and values of the congregation

**Misconduct** - employees may also be disciplined, up to and including possible termination, for misconduct. Some examples of misconduct are as follows:

- insubordination;
- repeated gossiping and/or unwillingness to practice respectful communication guidelines;
- unwillingness to work with others or to work on repairing damaged relationships;
- abuse, misuse, theft, or the unauthorized possession or removal of congregation property or the personal property of others;

- falsifying or making a material omission on congregation records, reports, or other documents, including payroll, personnel, and employment records;
- divulging confidential congregation information to unauthorized persons;
- disorderly conduct on congregation property, including fighting or attempted bodily injury, or the use of profane, abusive, or threatening language toward others, or possession of a weapon;
- violation of any law adversely affecting the congregation, or conviction in court of any crime which may cause the employee to be regarded as unsuitable for continued employment;
- violation of the congregation's alcohol, drugs, and controlled substances policy;
- violation of the congregation's harassment policy.

### **HARASSMENT**

The congregation is committed to providing a work environment that is free of discrimination. In keeping with this commitment, the congregation maintains a strict policy prohibiting unlawful harassment, including sexual harassment. It is important to understand that jokes, stories, cartoons, nicknames, and comments about appearance may be offensive to others. Unlawful sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal, visual, or physical conduct of a sexual nature at any time.

Examples of sexual harassment include unwelcome sexual flirtations, advances, or propositions; verbal abuse of a sexual nature; subtle pressure or requests for sexual activities; unnecessary touching of an individual; graphic comments about an individual's body; a display in the workplace of sexually suggestive objects or pictures; sexually explicit or offensive jokes; or physical assault.

If an employee believes that they are being, or have been, harassed in any way, please report the facts of the incident or incidents in writing to the supervisor or the chair of the Personnel Committee immediately, without fear of reprisal. In determining whether the alleged conduct constitutes unlawful harassment, the totality of the circumstances, such as the nature of the conduct and the context in which the alleged incident occurred, will be investigated.

Violation of this policy may result in corrective action, up to and including possible termination.

### **ALCOHOL, DRUGS, AND CONTROLLED SUBSTANCES**

The use, sale, transfer, possession, or being "*under the influence*" of alcohol, illegal drugs, or controlled substances while working, on congregation property, or in congregation vehicles is prohibited. In addition, conduct outside of work that may adversely affect the reputation or interests of the congregation is prohibited. "*Under the influence*," for the purpose of this policy, is defined as being unable to perform work in a safe or productive manner, and/or being in a physical or mental condition which creates a risk to the safety and well being of the affected employee, others, or church property.

Violation of this policy may result in corrective action, up to and including possible termination.

## **PERSONAL APPEARANCE**

Appearance reflects not only on the individual, but on the congregation as well. Take pride in appearance and strive to achieve a positive and responsible image when representing the congregation.

## **SECTION VI: General Information**

### **OUTSIDE ACTIVITIES**

Full time employees are prohibited from engaging in outside employment without the prior written approval of the supervisor. In addition, all employees are prohibited from engaging in outside employment, private business, or other activity that might have an adverse effect on, or create a conflict of interest with, the congregation.

### **LOST AND FOUND**

Employees should not bring large sums of money, jewelry, or other valuables to work. The congregation will not be responsible for personal property that is lost, damaged, stolen, or destroyed. If an employee happens to find personal belongings that have been lost by another person, please turn them in to the church office or the supervisor.

### **ACCESS TO CHURCH PROPERTY**

It is important that the congregation have access at all times to congregation property that is not confidential, as well as other records, documents, and files. As a result, the congregation reserves the right to access employee offices, work stations, filing cabinets, desks, electronic data, and any other congregation property at the discretion and authorization of the pastor and the administrator. Access to children's files, personnel files, HighRise or medical files are confidential records.

### **USE OF CHURCH TELEPHONES**

From time to time it may be necessary for employees to make and receive personal calls on church phones. However, these calls should be limited in length, and should be made, whenever possible, during scheduled break and meal periods. Employees are expected to use good judgment and common sense when it comes to personal phone calls.

Employees who violate this policy may be subject to corrective action, up to and including possible termination.

## **EMPLOYEE PARKING**

Employees park at their own risk and the congregation will not be responsible for theft or damage to any vehicles parked on or near church property. Also, the congregation will not be responsible for personal property left in vehicles that is either lost, damaged, stolen, or destroyed.

## **CHURCH POSTINGS**

Posted information on congregation bulletin boards is for the benefit of all employees. Posters that explain state and federal law, as well as updated information about church policy and procedures shall be posted. Employees are responsible for checking congregation bulletin boards and wall postings on a regular basis and for reading all relevant materials.

## EMPLOYEE STATEMENT OF ACKNOWLEDGEMENT

This is to acknowledge that I have received a copy of the congregation's personnel policies and procedures handbook. I understand that it provides guidelines and summary information about the congregation's personnel policies, procedures, benefits, and rules of conduct. I also understand that it is my responsibility to read, understand, become familiar with, and comply with the standards that have been established. I further understand that the congregation reserves the right to modify, supplement, rescind, or revise any provision, benefit, or policy from time to time, as it deems necessary or appropriate.

I also acknowledge that both the congregation and I have the right to terminate the employment relationship at any time, with or without cause in accordance with the terms of the Letter of Agreement. I understand that this employment at will agreement constitutes the entire agreement between me and the congregation on the subject of termination and it supersedes all prior agreements. I also understand that, although other congregation policies and procedures may change from time to time, the Letter of Agreement shall remain in effect throughout the term of the agreement with the congregation unless it is specifically modified by an express written agreement signed by me and the president or officer of the congregation on behalf of the Council. I further understand that this employment at will agreement may not be modified by any oral or implied agreement.

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Employee's Name (*Please Print*)

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Employee's Signature

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Date

**Trinity Lutheran Church**  
**LETTER OF AGREEMENT**  
*Position Title Here*

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between Trinity Lutheran Church, hereafter referred to as TLC, and \_\_\_\_\_ (*person's name,*) hereafter referred to as \_\_\_\_\_ (*position title.*)

The \_\_\_\_\_ will work together with the pastors, staff and people of TLC in a relationship built on trust and confidentiality. Our work together is directed by our Mission and Vision.

Together in Jesus Christ, we are freed by grace  
To live faithfully, love boldly and serve joyfully  
So that  
The world experiences the difference God's grace  
and love in Christ makes for all people and creation.

**SCOPE OF DUTIES**

See attached Job Description.

**SUPERVISION and RELATIONSHIP ACCOUNTABILITY**

The Lead Pastor is Head of Staff. The Pastor will work together with the Administrator and Personnel Committee. The direct supervisor for this position is \_\_\_\_\_. The Personnel Committee will provide a source for both support and appeal, as appropriate. The Church Council is the final arbitrator of all personnel related matters.

**WORK EVALUATION**

A work appraisal will be completed by \_\_\_\_\_.

**COMPENSATION**

*Some of the following will not apply to every position – adapt or remove to fit the specific position.*

1. TLC will provide (an annual salary of \$\_\_\_\_\_) (an hourly rate of \$\_\_\_\_\_, for \_\_\_ hours per week) paid in twenty-six payments, to be paid on the Thursday following the end of the pay period.
2. TLC will provide an annual medical coverage allowance of up to \$\_\_\_\_\_
3. TLC will provide up to \$\_\_\_\_\_ annually for continuing education to develop job related enrichment and skill development, subsequent to supervisory approval.

4. TLC will pay \_\_\_ percent of the annual salary to the applicable retirement plan for full time employees.
5. TLC will provide \_\_\_ weeks (\_\_\_\_\_ days) of paid vacation per year as scheduled and agreed upon with the Supervisor.
6. The annual equivalent of 1 hour for every 40 hours worked will be provided for sick leave, accruable to a maximum of 12 days. \_\_\_ days are carried over into the new year.
7. Holidays shall be as set forth in Section II of the Personnel Policies and Procedures Handbook.

**TERMS OF AGREEMENT**

The terms of this Letter of Agreement shall begin on \_\_\_\_\_, and terminate on \_\_\_\_\_. This Agreement will be reviewed and may be amended by mutual consent. This agreement may be terminated by either party, provided written notice is given two weeks prior to the date of termination.

**COMPLIANCE WITH LAW**

The work performed by the \_\_\_\_\_ will be done in accordance with generally accepted professional practices and in full compliance with all applicable laws, ordinances, rules, regulations and the church Personnel Policies and Procedures Handbook.

**ATTEST:**

\_\_\_\_\_ *Position Title*

\_\_\_\_\_ *Date*

**ATTEST:**

\_\_\_\_\_ *Church Officer*  
Trinity Lutheran Church

\_\_\_\_\_ *Date*