

**PERSONNEL POLICIES  
OF  
TRIUMPHANT LOVE LUTHERAN CHURCH  
AUSTIN, TEXAS**

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## PREFACE

The mission of Triumphant Love Lutheran Church is “To spread the triumphant love of Jesus Christ to all we touch, we, as members in the Body of Christ, must worship together, study together, rejoice and celebrate together, labor and suffer together, delight in each other, make the condition of others our own, and always have before us Christ’s Great Commission to reach out to all people.”

In all of its service, both within Triumphant Love Lutheran Church (TLLC) and in the fulfillment of this church's mission in the world, the employees of TLLC shall carry out the duties to which they are assigned, in faithfulness to the faith and mission of TLLC.

The Director of Operations shall develop and be responsible for the implementation and evaluation of the personnel policies for the church, including salaries, fair practices, staff position descriptions, and training.

It is the policy of the church that all employees shall be treated consistently and shall be able to perform their duties in a safe environment.

These personnel policies have been prepared in order that every employee of the church may know the terms of employment that will govern his or her relationship with the church. It is the responsibility of the Director of Operations to administer and answer questions regarding interpretation of these policies, with respect to persons in the employ of Triumphant Love Lutheran Church. Questions regarding interpretation of policies should be directed to the Director of Operations.

### **About the TLLC Personnel Policies**

The Personnel Policies of Triumphant Love Lutheran Church are available to all employees in print.

It is each employee’s responsibility to read, sign and comply with the personnel policies and any revisions made to them. These policies and any revisions revoke and supersede any and all previous versions of the policies.

The Personnel Policies of the church are not a contract of employment. Except in the case of a written employment *contract*, signed by the Director of Operations and a specific individual, that states otherwise, every employee of the church is an at-will employee. This means that either the employee or TLLC may terminate the employment relationship at any time, with or without cause or advance notice.

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## 1.0 GENERAL

### 1.1. Authority

The general authority in the Constitution, Bylaws, and the Council Policy Manual of this church authorizes adoption of these personnel policies by TLLC. Nothing in these personnel policies shall conflict with the TLLC Constitution, TLLC Bylaws, TLLC Continuing Resolutions or the TLLC Council Policy Manual.

### 1.2. Scope

These personnel policies apply to all employees and entities connected with TLLC, unless an exception has been granted, as provided for in Section 1.4.

### 1.3. Distribution of Personnel Policies

The personnel policies of the church are approved and distributed by the Director of Operations to all staff with supervisory responsibilities and will be available to all employees. Supervisors are required to keep their copy of these policies updated and to inform their staff of policy changes.

### 1.4. Exceptions

Exceptions to these personnel policies may be granted from time-to-time by the Director of Operations, when it is judged that such exceptions are in the best interest of both this church and the employees concerned. No exception will be valid unless it is in written form and signed by the Director of Operations.

## 2.0 EMPLOYEE CLASSIFICATIONS

As used herein, the term "employee" will apply to any person in the employ of the church on an established compensation basis.

The term "exempt employee" (executive staff) means an employee who meets the conditions for exemption from coverage by the Fair Labor Standards Act, namely, those persons employed in a bona fide executive, administrative, or professional capacity. These positions are not eligible for overtime pay or compensatory time off (in lieu of overtime).

The term "non-exempt employee" (support staff) means an employee who is covered by the Fair Labor Standards Act. The workweek will normally be 40 hours (excluding the lunch period.) Non-exempt employees are eligible to receive overtime pay at the rate of one and one-half times their regular rate of pay for all hours worked in excess of 40 hours in a workweek. The regular rate for an employee working a fixed workweek less than 40 hours is computed by dividing the fixed weekly wage by the number of hours in the workweek.

All employees are considered staff of the church and the underlying organizational principles shall be that of a unified work force. Where law requires it, distinctions will be made between those considered exempt or non-exempt by the Fair Labor Standards Act.

## 2.1. Full-Time Regular Employees

Full-time regular employees, as opposed to full-time temporary employees, are employees who work on a regular, ongoing schedule of 40 hours per week. They may be exempt or non-exempt, and are eligible for all benefits provided by these policies.

## 2.2. Part-Time Regular Employees

Part-time regular employees, as opposed to part-time temporary employees, are employees who work on a regular, ongoing schedule of less than 40 hours per week. They may be exempt or non-exempt.

Part-time regular employees who work at least 32 hours per week will accrue personal day credits on a prorated basis, reflecting their percentage of full-time employment.

## 2.3. Term Employees

An individual may be employed for a specified period of time under terms and conditions set forth in an agreement between the individual and Triumphant Love Lutheran Church. Such agreements must cover:

1. The beginning and ending date of the period to be worked;
2. Remuneration for services, including expenses for incidentals (lodging, food, mileage, etc.), if any;
3. Benefits, if any. Such benefits, if included, may accrue on a prorated basis for individuals who work 32 hours per week or more;
4. Provisions and schedule for performance review;
5. Responsibilities (tasks to be performed), and;
6. Accountabilities (person to whom the individual reports).

Term employment may be full-time or part-time, exempt or non-exempt. Individuals employed as term employees must be covered for Social Security benefits unless they meet the definition of an "independent contractor." (See Section 2.5. Contract with Independent Contractor.)

## 2.4. Temporary Employees

Individuals hired for temporary work may be full-time or part-time, exempt or non-exempt, and are not eligible for any of the benefits provided under these policies. However, temporary employees are subject to Social Security contributions on their wages.

Employees from temporary employment agencies hired for specific assignments are the employees of the employment agency and not of the church.

## 2.5. Contract with Independent Contractor

The church may enter into a contract with an individual or company that provides services or products as an independent contractor. Independent contractors are not entitled to workers' compensation or other benefits provided in these policies.

***All contracts for services from independent contractors must be approved by the Director of Operations or the Congregation Council and must be signed by the Senior***

***Pastor. Original signed copies of all contracts are to be kept in the master contract notebook in the church office.***

## **3.0 SERVICE TIME**

### **3.1. General Principle**

No rights shall accrue to an employee by virtue of service time, except as specifically stated in these policies; however, in the selection of personal days and similar matters, if other factors are equal, preference will be given to employees with the longest period of service.

### **3.2. Creditable Service Time**

If an employee's service has been continuous, the date from which creditable service is computed will be the date on which the individual commenced full-time employment with this church.

***If a portion of an employee's creditable service time has been on a regular, part-time basis rather than on a full-time basis, the Director of Operations will determine whether the beginning date will be the date on which the employee began part-time work or if an adjusted date, reflecting the full-time equivalent of that service, will be used. In making such a determination, consideration will be given to the nature and extent of the creditable time that was not on a full-time basis. This determination is to be communicated to the employee, in writing, by the Director of Operations.***

### **3.3. Reinstatement**

Should a former employee of this church again become an employee of this church, if he/she is re-employed after an absence of one year or less, he/she will be reinstated without loss of creditable service time. Should a former employee be re-employed after an absence of more than one year, accrual of creditable service time will commence in the same manner as if he/she were a new employee. Any adjustment to service credit will be reviewed by the Director of Operations.

## **4.0 RECRUITMENT AND EMPLOYMENT**

### **4.1. Application Form**

All applicants must complete the employment application form and all forms necessary to complete background checks and investigations as determined by the Director of Operations

### **4.2. Personnel Records**

The Director of Operations maintains a permanent file for each employee, containing his/her employment application form, background checks and investigations, payroll authorizations, salary information, attendance records, performance appraisals, and other pertinent documents pertaining to such things as: sabbatical leaves, continuing education leave, or any other legally required documents.

Employee records are personal and are kept in a locked file, to be accessed only by persons authorized by the Director of Operations. Employees have the right to review their individual

personnel file and all documents contained therein, at a time mutually convenient and nothing may be removed from or added to the file during the review. An employee may obtain a copy of a document(s) contained in their file by requesting it from the Director of Operations.

#### **4.3. Employment of Relatives and Contractual Agreements**

Within the church, persons who are related will not be employed or engaged under contract in a relationship wherein one relative reports directly to the other. When approved by the position's supervisor and the Director of Operations, two related persons may share the same position.

Relatives are defined as: children, parents, spouse, brothers, sisters, in-laws, grandparents, grandchildren, aunts and uncles.

#### **4.4. Position Posting**

It is the policy of this church that staff position vacancies will be posted locally, in synod, regional, and church wide offices. Positions will also be announced (posted) through this church's official media and by other means. Such posting will include the position description and data relating to the methods of application for the position. Vacancies for support staff positions will be posted internally and may be publicized locally (in the Austin area).

#### **4.5. Purchased Labor/Independent Contractor/Contract for Services/Interns**

Staff supervisors are to furnish the Director of Operations with a proposed copy of all contracts/agreements with persons who will be providing services to the church offices, whether the documents purport to treat the individual as an independent contractor or as an employee. The Director of Operations, in consultation with the requesting supervisor, will review all contracts/agreements with legal counsel, if necessary, to determine if the person will be classified as an employee or an independent contractor. The Director of Operations is responsible for the purchase of all labor services through temporary employment agencies.

#### **4.6. Health Examination**

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

#### **4.7. Hiring Procedures**

***The Director of Operations will be notified in advance of all position vacancies, offers of employment, transfers, promotions, demotions, or terminations in the church. Any and all negotiations with prospective or existing employees regarding salary, other benefits or perquisites will include advance consultation with the Director of Operations and advance approval of the Senior Pastor. All offers or commitments regarding compensation require the prior approval of the Director of Operations and approval by the Senior Pastor. All letters of offer to potential employees are to be prepared and sent by the Director of Operations.***



No promises, commitments or representations that are inconsistent with or override these hiring procedures may be made to an employee or prospective employee without the prior written approval of the Director of Operations. Any such promise, commitment or representation shall be void unless it is contained in a written agreement signed by the employee and the Senior Pastor.

#### **4.8. Consideration of Church Council Members as Candidates**

Any Church Council member who is to be hired for a position within the church must relinquish his/her Council membership prior to commencing employment, except as provided in the Church Bylaws and Constitution.

#### **4.9. Additional Hiring Procedures Where Candidate has been the Subject of Allegations of Sexual Misconduct**

Whenever there is any indication that a candidate who is being seriously considered for employment has been the subject of allegations of sexual misconduct or sexual harassment, the Director of Operations is to create a task force for consultation before any offer of employment is extended to the candidate. This requirement is in addition to, and not in lieu of, any other procedures that are applicable to the hiring of an individual for the position to be filled. Being "seriously considered for employment" means that the candidate is the only individual or one of the finalists being considered for the position.

This procedure is applicable to candidates for either full-time or part-time positions, and to individuals whose services will be retained on an independent contractor basis. This procedure is also applicable when the final hiring decision will be made by, or will be a joint decision made by several persons, one or more of whom is an employee of the church acting in that capacity.

Where the candidate is currently or was formerly a rostered person (e.g., ordained minister, associate in ministry, deaconess, or diaconal minister) in this church or in any predecessor church body, these additional requirements apply:

- A. Inquiry shall be made of the candidate and the bishop of the synod in which the candidate is or was last rostered as to whether mobility forms have been completed by the candidate. If so, the synodical bishop will be asked to forward copies of the mobility forms to the presiding bishop. The office of the presiding bishop has established appropriate procedures for the dissemination of the mobility forms to the Director of Operations or director of the unit making the hiring decision.
- B. Whenever there is a break-in-service in the employment history of a candidate, careful inquiry shall be made into the facts and circumstances concerning the reasons for such break-in-service. A "break-in-service" as used herein means any extended period of time when the rostered person was without call or any case where a person went off the roster. Any removal or resignation from the roster or any break-in-service requires a full and satisfactory explanation.
- C. Thorough background checks will be conducted.

#### **4.10. New Hire Probationary Period**

All new employees must serve a six-month probationary period. The Director of Operations may require a longer probationary period for certain job positions. Probation is the first six continuous months of employment immediately after hiring during which the employee's work behaviors and job performance are observed to determine fitness for the job position. For the purpose of this policy section, "continuous months" means months of service without a break in employment.

If an employee is absent from the workplace for one or more full calendar months during the probationary period, then that time is not counted toward the completion of the probationary period. The probationary period is extended by the number of full calendar months the employee is on paid or unpaid leave.

The church has the right to dismiss employees without advance notice or cause during the probationary period. Such dismissals may be based solely on a determination that the employee is not suited to the position. Employees dismissed during the probationary period do not have the right to file a grievance.

During the probationary period, performance reviews will be conducted in accordance with Section 5.2 of Personnel Policies of Triumphant Love Lutheran Church. An extension of the probationary period should be considered a rare circumstance and must be approved in advance by the Director of Operations. A request to extend the probationary period will include the reason(s) to extend, time frame and a performance plan for the probationary employee.

## **5.0 PERFORMANCE POLICIES**

### **5.1. Policy**

It is the policy of TLLC to establish a Performance Management and Appraisal System that is responsive to the mission of the Church; that encourages development of employees; that supports the organization goals for equal employment opportunity; that fosters acceptance of responsibility; that recognizes the diversity of our gifts; that allows joint participation of supervisors and employees; and is equitable and responsive to its supervisors and employees.

Employees assessed under this system shall have their performance appraised at least annually, using Work Plan and Performance Objectives in which they normally have participated in establishing. There shall be no controls (i.e., pre-established distribution of ratings) which prevent equitable appraisal of performance in relation to established standards. The appraisal results will be used as a basis for rewarding, promoting, training, reassigning, retaining, granting or denying salary increases, assisting employees to improve performance, and removing employees when such action is warranted.

### **5.2. Performance Management and Appraisal System**

The Performance Management and Appraisal System is the formal communication between employee and manager that clearly establishes responsibilities and expectations, as well as objective appraisals and development objectives throughout the year. An employee may ask

for a formal review of these items as long as it has been at least 90 days since the previous review. Responsible supervisors must review these items at least once per year.

### **5.3. Progressive Corrective Action**

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

There shall be a cooperative effort between the supervisor and employee in setting explicitly defined and attainable goals and actions to be taken by the employee and the supervisor to resolve work-related problems. Either the employee or the supervisor may request that the Senior Pastor meet with the employee and the supervisor to attempt to clarify and resolve issues in the job situation.

At any time during the corrective action process, the employee may request a meeting with the Senior Pastor.

The process for progressive corrective action will be as follows:

Step 1: The supervisor shall orally call the employee's attention to shortcomings in on-the-job performance. The supervisor shall attempt to make the employee aware of his or her expectations for performance and of his/her willingness to work with the employee in resolving the work-related problem. This conversation between the supervisor and the employee is to be documented and signed by both parties.

Step 2: If performance continues to be unsatisfactory, the supervisor shall again counsel with the employee. This time, however, the counseling shall also be put in writing (a copy shall be given to the employee) and entered into the employee's personnel file and the employee shall be given a stipulated time within which to resolve the performance problem.

Step 3: If the problem is not satisfactorily resolved, the employee may be placed on probation. Before placing an employee on probation, a supervisor must consult with the Senior Pastor. The probation meeting shall be documented, including the date of the meeting, a description of the work-related problem(s), the course of corrective action to be taken, and the amount of time in which the employee and the supervisor shall resolve the problem.

Probationary periods may be established for 30, 60, or 90 days.

The summary of the conversation shall include a specific statement that failure to resolve the work-related problem may lead to termination of employment. If the employee fails to perform specific acts set forth in the probationary period, termination may come before the end of the probationary period.

The Senior Pastor must approve the final probation plan and timetable before the supervisor implements the probation plan. A copy of the meeting documentation shall be given to the employee and to the Senior Pastor for placement in the employee's permanent file.

Step 4: If the employee does not meet the conditions of the probationary period, or a performance problem is not resolved, or the problem recurs after the probationary period, the

employee is subject to termination, in accordance with Section [12.244.2](#), Separation After Progressive Corrective Action.

#### **5.4. Separation by Mutual Agreement**

Employees and their supervisor(s) may reach a mutual agreement, following discussion of a work-related issue, whereby the interests of both would best be served by separation of the employee from employment. Under such circumstances, the separation would be without prejudice, and no further action would be taken. A record of this agreement, signed by all parties, shall become part of the employee's permanent file and the Director of Operations will follow the process in Section [12.544.5](#), Resignation.

### **6.0 COMPENSATION PROGRAM**

The purpose of the compensation program is to provide adequate pay for services rendered and to insure equity in basic compensation. There are three elements in the program: The TLLC performance policies, the salary ranges, and the merit pay program.

#### **6.1. TLLC Performance Policies**

All compensated positions will be evaluated annually by the Director of Operations.

#### **6.2. Salary Ranges**

The Director of Operations uses market research as a base for recommending salary ranges and/or midpoints and; may form a task force to assist them with this process.

The CDC Board uses market research as a base to determine CDC staff salaries. Base salaries are subject to review and ratification by the Director of Operations.

#### **6.3. Merit Pay**

Merit pay allows an individual to directly influence his or her earnings through on-the-job performance. Increases may be granted based upon improved or sustained performance. Merit raises are based on job performance and annual reviews. This practice is designed to attract and retain competent employees, to reward each individual in accordance with performance on the job, and to motivate each employee to their highest level of performance. The basis for merit pay is the TLLC Performance Policies. CDC merit raises are determined by the CDC Board and are subject to review and ratification by the Director of Operations.

#### **6.4. Overtime**

A. Overtime, when properly authorized by the immediate supervisor, will be paid to all non-exempt employees. Exempt employees are not eligible for overtime pay or equivalent time off.

Employees eligible for overtime pay will be paid at the rate of one and one-half times their regular hourly rate for time worked in excess of 40 hours in any normal work week. Sick leave, annual leave time and other absences from work as described in Section 0,

[ABSENCE FROM WORK](#)

- B. ~~ABSENCE FROM WORK~~ will be considered as time worked. Non-exempt employees required or requested to work on holidays will be compensated at double their regular rate of pay (but not more than eight hours per holiday).

### **6.5. Pay Periods**

Pay periods for all employees are every other week.

### **6.6. Garnishments and Wage Attachments**

TLLC must honor wage attachments, as they represent a legal order to withhold and pay out a specified amount of employee earnings. If wages are attached, the employee will be notified, and must seek a release of the court or appropriate serving agency in order to prevent deductions.

### **6.7. Housing Allowance**

An ordained or other qualified employee of TLLC may request that a portion of his/her annual salary be designated as a housing allowance, in keeping with Internal Revenue Service regulations. The employee assumes full responsibility for compliance with IRS definitions of "costs to provide a home." TLLC Church Council must pass a resolution to ratify the housing allowance amount. Requests for housing allowances, on the form provided by ELCA, must be forwarded annually, for the ensuing year, to the TLLC Treasurer, with sufficient time allowed for the request to be recorded in the official files.

## **7.0 REIMBURSABLE EXPENSES**

### **7.1. General Principle**

Employees of TLLC who are authorized by their supervisors to travel in connection with the performance of their work will be reimbursed for approved transportation, food and lodging expenses up to an amount deemed sufficient by the Director of Operations.

### **7.2. Use of Personal Automobile**

When authorized by an employee's immediate supervisor, reimbursement will be made for the use of an employee's personal automobile, in accordance with current IRS rates.

## **8.0 WORKING HOURS AND HOLIDAYS**

### **8.1. Working Hours**

Employees are to organize their work schedules within the limits of specified hours, subject to the approval of their immediate supervisor. Work schedules will normally be on the basis of eight hours per day, Monday through Friday. Care must be taken that hours worked allow for proper office coverage and responsibilities. An Exception is that the CDC working hours are set out in a separate CDC policy Handbook. An unpaid lunch period of from one-half to one hour in length may be taken, but is not considered as time worked; therefore, this time is in addition to the eight-hour work schedule. A paid, 15-minute break may be taken each morning and afternoon, and is considered as time worked. These breaks may not be taken at the

beginning or end of the workday or be part of the lunch period except in unusual circumstances with the permission of the supervisor.

The supervisor may make variations in the established hours for individual employees, to adjust for particular travel or other considerations that might prevail, provided such variations do not conflict with the efficient operation of the office.

## **8.2. Attendance Records**

The Treasurer will furnish and have returned from employees appropriate forms for maintaining adequate attendance records suitable for payroll purposes and for meeting appropriate wage and hour requirements.

## **8.3. Overtime Records**

Appropriate records will be kept for all authorized overtime worked by non-exempt employees.

## **8.4. Holidays**

The TLLC office will be closed on the named official holidays. Employees who are eligible for overtime and who are required or requested to work on holidays will be compensated at double their regular rate of pay.

New Year's Day	Labor Day
Martin Luther King's Birthday	Thanksgiving Day
Day after Easter	Day after Thanksgiving
Memorial Day	Christmas Day
Independence Day	

## **8.5. Holidays Falling on Saturday or Sunday**

When a holiday as listed in Section 8.4 falls on a Saturday, TLLC offices will normally be closed on the preceding day. If the holiday falls on Sunday, TLLC offices will normally be closed on the following day.

## **8.6. Election Day and Time Off for Voting**

For the purpose of voting on the day of general elections, each employee will be allowed up to two paid hours away from work, either at the beginning or the close of normal working hours. The employee's immediate supervisor must approve the specific time selected.

This policy will be modified to the extent required in order to comply with the requirements of any applicable state or local laws; however, any time off that is greater than the time provided under this policy will be without pay, unless pay is required by applicable law.

## **9.0 Employee Benefits**

### **9.1. Relocation Policies**

All full-time staff who accepts employment with TLLC may be eligible for reimbursement of relocation expenses if their home is more than 50 miles from the office where they are assigned.

The relocation moving expenses incurred must be within a “reasonable time” of the start of a new job. If an employee does not move within one year of his or her start date, the Director of Operations may review any special circumstances that existed to prevent the move during the first year and may allow for reimbursement.

### **9.2. Social Security**

TLLC will make contributions for its lay employees only, as required of employers under the Social Security Act. No payment will be made on behalf of ordained ministers who are employees of TLLC (who are considered to be self employed for Social Security purposes), nor will any reimbursement in lieu thereof be made directly or indirectly to the employee.

### **9.3. Workers' Compensation**

As required by state law, TLLC provides Workers' Compensation Insurance coverage for all employees, at no cost to the employee. For information regarding Workers' Compensation Leaves, see Section [10.109-18](#).

### **9.4. Medical, Pension, Disability and Survivor Benefit Plans**

This church provides a pension plan for the benefit of its full-time employees and other employees who are regularly scheduled to work at least 32 hours per week for six months or more per year. In addition, there are plans which provide for disability, survivor, medical and dental benefits. Detailed information regarding these benefits may be found on the web site for the ELCA Board of Pensions at [www.elcabop.org](http://www.elcabop.org) and TLLC will follow these guidelines.

### **9.5. Voluntary Salary Reduction Contributions**

In addition to contributions made by the employer to the ELCA Retirement Plan, employees have an opportunity to tax defer a portion of their salary and plan for their financial security in retirement. Under provisions of the Plan, an employee may enter into a salary reduction agreement with the ELCA and the ELCA Board of Pensions or any IRS approved Tax Sheltered Annuity per IRS Section 403(B) to reduce the employee's compensation. The employee is responsible for verifying that the amount requested is allowable under IRS regulations. The salary reduction is credited on a before-tax basis to the employee's account.

### **9.6. Survivor Benefit**

In the event of death of a full-time employee, his/her salary will be paid to their surviving spouse for one calendar month. If there is no surviving spouse, or if the deceased is unmarried at the time of death, payment will be made to a dependent(s) or any person(s) previously designated by the employee or, in the absence of a designation, to the estate of the deceased employee.



## 9.7. Employee Assistance Program

TLLC does not have a formal Employee Assistance Program (EAP). However, matters of personal needs may be addressed with the pastor, Mutual Ministry, Stephen Ministers and health care professionals as provided for in the ELCA medical, dental and disability plan.

The Director of Operations is also available to review these matters if desired.

## 9.8. Benefits of Employment Agreement

Any benefits, terms of employment or agreements between TLLC and an employee outside of the normal hiring and employment practices of TLLC or these personnel policies must be in writing and approved and signed by the Senior Pastor.

### ABSENCE FROM WORK

An employee who finds that he or she is going to be absent from work shall inform their supervisor, in a timely manner, as to the nature and duration of their absence. An absence of three days without proper notification and communication from the employee as to the reason for the absence will be cause for dismissal and considered a resignation from employment.

## 10.0 Absence From Work

### 10.1. Sick Leave/Personal Business/Family Illness or Injury

#### A. Sick Leave/Personal Business

It is the philosophy of TLLC that being paid for illness is a privilege and not an employee right. Consequently, all employees are expected to be at work except when actually ill or when their absence is specifically approved for some other valid reason.

Employees eligible to receive benefits have a maximum of 6 days for short term illness, personal business, and other issues (as approved by supervisors) for a full year of employment. These days are prorated based upon the date of employment for those who were hired after the first of the year.

Absence due to illness of more than two (2) consecutive days requires that the employee furnish a physician's statement to their supervisor, with a copy to the Director of Operations. Failure to provide such a statement will result in a deduction from the employee's salary equivalent to the number of days missed. Catastrophic events (such as illnesses, accidents, and other issues) of duration longer than two (2) months should be referred to the Board of Pensions, in accordance with the provisions of Section [10.69-14](#).

CDC staff receives personal leave as outlined in the CDC Staff Handbook and according to their work schedules. CDC staff employed after January 1, 2006, may carry over up to 2 days unused PTO to the following school year. CDC staff employed before January 1, 2006, will be compensated for unused personal leave at their hourly employment rate.

#### B. Family Illness or Injury

In the event of an illness or injury in the immediate family (spouse, children, parents, brother, sister, grandparent, grandchildren, mother-in-law, father-in-law, or legal guardian) that requires the employee's presence, accrued sick leave may be utilized for this purpose.



Time taken should be identified on the employee's attendance sheet as "Family Illness or Injury."

## **10.2. Annual Leave (does not apply to CDC staff; see 10.1 for CDC staff)**

- A. Full-time employees, unless otherwise specified in a contract, accrue annual leave in accordance with the following schedule:
  - First through second year .417 days per month up to 1 week (5 working days)
  - Third through fourth year .833 days per month up to 2 weeks (10 working days)
  - Fifth year and beyond 1.67 days per month up to 4 weeks (20 working days)
- B. When an employee reaches the anniversary of his/her date of hire and has completed his/her second or fourth year of service, the following month the employee will begin to accrue annual leave at the next higher level. (For example, beginning with his/her third year of service, the employee will move from 5 days of annual leave to 10 days or, beginning with his/her fifth year of service, the employee will move from 10 days annual leave to 20 days).
- C. An employee may carry over up to six weeks (30 working days) of accrued annual leave into the following calendar year. The maximum number of annual leave days taken in any calendar year may not exceed five weeks (25 days). Part-time employees will receive prorated annual leave, as described in Section 2.2.
- D. Annual leave days may only be taken with the approval of the employee's supervisor, and are to be recorded on a form provided by the Treasurer. Supervisors should schedule annual leave for their personnel in a manner that permits continuous coverage to be maintained within their office.

## **10.3. Payment for Unused Annual Leave**

At the time of separation from TLLC, an employee will be paid for his/her unused, accrued annual leave. All benefits will continue through the period of earned annual leave, based on the accrual formula in Annual Leave for full-time employees under Section A.

## **10.4. Compassionate Leave**

In the event of a death in his/her immediate family (to include spouse, children, parents, brother, sister, grandparents, grandchildren, mother-in-law, father-in-law, or legal guardian), an employee will normally be allowed three (3) days, with pay, to attend the funeral and to deal with family affairs. In cases where there is a special need related to circumstances following the death of an immediate family member, up to a total of five (5) working days may be granted by the Director of Operations, in consultation with the employee's supervisor.

## **10.5. Jury Duty**

An employee who is required to serve on a jury shall be entitled to full pay during the period of such service. The employee may retain monies paid to an employee by the court for jury service.

## **10.6. Leave Without Pay**

Leave without pay may be granted to an employee, for personal reasons, after due consideration has been given to the work requirements of TLLC. Leave without pay may be granted for a period of up to three months. Such leaves are granted by the appropriate supervisor, in consultation with the Director of Operations.

TLLC will hold an employee's position open for the leave period, while he/she is on an approved leave without pay. If the incumbent is unable to return to work at the conclusion of the leave period, his/her position may or may not continue to be held open for him/her. This decision will be made, on a case-by-case basis, by the appropriate supervisor, in consultation with the Director of Operations.

If the incumbent fails to return to his/her position within three working days after the expiration of his/her leave without pay or fails to notify the Director of Operations regarding his/her status, the individual will be separated from his/her employment with TLLC.

If the individual has been on a leave without pay for medical reasons, he/she must obtain a medical release from his/her physician to indicate that he/she is well enough to return to work, and must submit it to the Director of Operations.

Service credits and other benefits do not accrue to an employee while on leave without pay. While on an approved leave without pay, the employee may assume responsibility for payment of premiums to maintain continued medical and dental insurance coverage.

## **10.7. Military Leave**

Employees will receive time off to participate in active military service, not to exceed two weeks during a calendar year, and will receive compensation in an amount that will make their military pay equal their regular pay, provided the employee furnishes the Director of Operations with a copy of their order to active duty and a pay statement from the military disbursing office. Time off in excess of the amount noted above will be without pay. In cases of military emergency situations, an employee will be entitled to a maximum of 90 days leave, without pay, in compliance with federal laws regarding leave and reinstatement.

## **10.8. Maternity/Paternity and Adoptive Leave**

Leaves under this section are for the purpose of issues related to parenting, and may only be taken after six (6) months of part-time or full-time employment. Leave benefits for part-time employees will reflect their percentage of full-time employment. Employees who will be absent due to maternity/paternity or adoptive leave are requested to provide their supervisors with as much advance notice as possible.

### **A. Maternity/Paternity Leave**

Four (4) weeks of paid maternity leave is available to a new mother and four (4) weeks of paid paternity leave is available to a new father following the birth of her/his child. If the expectant mother's physician determines it is necessary for her to stop working prior to the anticipated delivery date, she will be permitted to use available sick leave for this purpose.

### **B. Adoptive Leave**

Four (4) weeks of paid adoptive leave is available to a new mother and four (4) weeks of paid adoptive leave is available to a new father, following the adoption of a child.

Employees desiring additional leave, either prior to or following the birth of their child, may apply for Leave Without Pay under Section [10.69-14](#).

### **10.9. Absence Due to Weather or Travel Conditions**

In cases where the TLLC office is open for business, even though weather conditions may be unfavorable, an employee who does not report to work because of the weather will be expected to utilize accrued annual leave to cover their absence. Employees will not have to use accrued leave if the offices are closed.

### **10.10. Workers' Compensation Leave**

TLLC provides workers' compensation insurance coverage for all employees, at no cost to the employee. While on an approved workers' compensation leave due to a work-related injury or illness, the employee's position may or may not continue to be held open for him/her. This decision will be made, on a case-by-case basis, by the supervisor in consultation with the Director of Operations. If it becomes necessary to fill an employee's position while he/she is on workers' compensation leave, every effort will be made to place him/her in another position within TLLC when he/she is ready to return to work.

Accrual of sick leave and annual leave is suspended while an employee is on a workers' compensation leave. TLLC continues to provide medical/dental insurance coverage and pension benefits for the employee while he/she is on a workers' compensation leave. Workers' compensation insurance provides coverage for medical care and expenses related to the employee's work-related injury or illness.

Work-related injuries or illness are to be reported to the Director of Operations as promptly as possible. Questions regarding workers' compensation coverage should be directed to the Director of Operations.

### **10.11. Other Paid Leave**

Circumstances may arise which warrant a decision that is in the best interests of all parties concerned to place a staff member in a special paid leave status for a period of time. This special, paid leave status (to be classified as "Administrative Leave") will be determined on a case-by-case basis, when no other available paid leave is appropriate. The Director of Operations must approve "Administrative Leave."

### **10.12. Children in the Workplace**

Children are welcome to visit employees at the office for such purposes as lunch, a brief visit to a workstation or for special occasions when they are specifically invited. The hosting employee is responsible for the children during such visits and should remain with them at all times.

Children should not be brought to the work site as a substitute for other childcare arrangements. If an employee is faced with an unforeseen circumstance where childcare arrangements have been disrupted, the supervisor may grant an exception if the following conditions are met:

- Alternate arrangements are being made and the time the child will be in the work area is brief
- The employee accompanies the child at all times, and the employee is able to perform his or her regular job duties at all times.

## **11.0 STAFF TRAINING AND DEVELOPMENT**

### **11.1. Continuing Education Plan**

- A. The continuing education plan is a study program by which TLLC employees may develop and enhance their present knowledge, acquire new skills, and experience growth for more effective service.
- B. Continuing education activity must be related to the employee's job responsibilities. The employee's supervisor must approve in advance any continuing education time or funds. Successful completion of continuing education courses, workshops, or seminars does not imply nor guarantee that an employee will receive a promotion, a change in position, or a salary increase.
- C. The supervisor and the Director of Operations have overall responsibility for administration of staff development activity.
- D. An employee's continuing education plans for the coming year are to be discussed in conjunction with their Performance Plan and Review. A determination of annual continuing education activity is to be made in consideration of the needs of both the employee and the supervisor.

### **11.2. Sabbatical Leave Plan**

All called members of the church staff are eligible for and encouraged to take a sabbatical leave after a five-year unit of employment at the same congregation. The duration of the sabbatical is a period of up to three months.

The called staff member shall present a proposal concerning the sabbatical one year in advance to the Congregation Council for their approval and affirmation. The called staff member shall provide a report of activities and experiences of the sabbatical to the Church Council at the conclusion of the sabbatical.

The staff member's salary continues during the sabbatical. The purpose of the sabbatical is twofold:

1. To rejuvenate the person in body, mind, and spirit.
2. To provide a specific time for continuing education and nurture.

## **12.0 SEPARATION FROM EMPLOYMENT**

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

### **12.1. Completion of Specific Term**

Employees of TLLC, who have received a call, are elected, are appointed or have a written employment agreement for a specific time, will be separated from employment at the end of that period, unless re-election, re-appointment or re-employment, or another call occurs.

### **12.2. Separation After Progressive Corrective Action**

In the event an employee does not meet the explicitly defined and attainable goals and actions as set forth in Section 5.3, Progressive Corrective Action, that person will be subject to termination of employment.

### **12.3. Separation for Other Reasons**

This policy applies to all employees, including those elected or appointed for a specific term. No employment policy can cover the entire range of possible work-related matters. It may be in the interest of TLLC to handle certain separations on a case-by-case basis, skipping or eliminating progressive, corrective action when it might otherwise have been considered. An example of the kind of separation that will be handled on a case-by-case basis is personal conduct that may have an adverse impact on the TLLC's relationship with ELCA or the public or on the church's ability to communicate its mission and its message.

Any case-by-case termination shall require prior concurrence of the Director of Operations.

### **12.4. Separation Pay**

Separated employees will be paid accrued salary and accrued annual leave as of the date of their separation. Individuals whose employment is terminated because their specific term of employment has ended (Section [12.144.1](#)) shall receive no additional separation pay. Individuals who are separated under Section 5.4 (Separation by Mutual Agreement) ordinarily will receive either one month's notice or one month's pay, in lieu of notice. Employees who are separated under Section [12.244.2](#) (Separation After Progressive Corrective Action) will receive no separation pay. Employees separated under Section [12.344.3](#) (Separation for Other Reasons) may receive up to one month's pay.

### **12.5. Resignation**

Employees who wish to terminate their employment are requested to give at least a two-week written notice. Employees who resign will receive payment for the time they have worked since the last pay period and for their unused, accrued annual leave time. However, an employee who resigns will not receive separation pay. If an employee resigns without submitting a written resignation, the Director of Operations will attempt to obtain one. If the employee does not submit a written resignation, the Director of Operations will send a letter, with return receipt requested, to the employee's last known address and by regular mail. If the employee verbally resigns, the person who receives the resignation will document the conversation. If the employee does not come to work for more than three days without word and cannot be reached by phone, the Director of Operations will send the employee a letter stating that TLLC presumes they have resigned.

## **13.0 EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION POLICY**

### **13.1. Policy**

In order to provide equal employment and advancement opportunities to all individuals, employment decisions at TLLC will be based on merit, qualifications, and abilities. TLLC does not discriminate in employment opportunities or practices on the basis of race, color, sex, national origin, age, disability, sexual orientation, or any characteristic protected by law. As a church, TLLC may consider religious factors, including clergy or lay status, in making personnel decisions.

TLLC will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship. This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training.

TLLC is committed to providing a work environment free of all forms of conduct that can be considered harassing, coercive, or disruptive, including sexual harassment.

Any employees with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of their immediate supervisor or the Director of Operations. Employees should raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

### **13.2. Supervisory Responsibilities**

All employees with supervisory responsibilities are required to have a thorough knowledge of TLLC's equal employment opportunity policy as it pertains to their relationship with applicants and employees, and are expected to apply this knowledge on a continuous and active basis. The performance appraisal of supervisors will include an assessment of their adherence to and compliance with TLLC's commitment to equal employment opportunity.

### **13.3. Anti-Harassment**

TLLC is committed to maintaining a work environment that is free from harassment. Harassment consists of unwelcome conduct, whether verbal, physical, or visual, that is based on a person's protected status, such as sex, color, race, religion, national origin, age, physical or mental disability, or other protected group status.

TLLC will not tolerate harassing behavior that affects tangible job benefits, that interferes unreasonably with an individual's work performance, or that creates an intimidating, hostile, or offensive working environment.

All employees are responsible to help assure that the workplace is free from harassment. An employee who thinks that he or she has experienced or witnessed workplace harassment should notify the Director of Operations, his or her supervisor, or unit director. TLLC forbids retaliation against anyone for reporting harassment, assisting in making a harassment complaint, or cooperating in a harassment investigation. If an employee feels he or she has been retaliated against, he or she should notify the Director of Operations, or his or her

supervisor. It is TLLC's policy to investigate all such complaints thoroughly and promptly. If an investigation confirms that a violation of the policy has occurred, TLLC will take corrective action, including discipline, up to and including immediate termination of employment.

#### **13.4. Definition of Sexual Harassment**

Sexual harassment is defined as unwanted sexual advances, or unwelcome visual, verbal, or physical conduct of a sexual nature. This definition includes many forms of offensive behavior and includes gender-based harassment with a person of the same sex as the harasser.

Unwelcome sexual advances (either verbal or physical), requests for sexual favors, and other unwelcome verbal or physical conduct of a sexual nature constitute sexual harassment when: (1) submission to such conduct is made either explicitly or implicitly a term or condition of employment; (2) submission or rejection of the conduct is used as a basis for making employment decisions; or (3) the conduct has the purpose or effect of interfering with work performance or creating an intimidating, hostile, or offensive work environment.

#### **13.5. Violations**

An employee who experiences or witnesses sexual or other unlawful harassment in the workplace should report it immediately to his or her supervisor. If the supervisor is unavailable or it is believed it would be inappropriate to contact that person, the Director of Operations should be contacted. There will be no retaliation for good faith complaints of, reports about, or participation in an investigation.

All allegations of sexual harassment will be quickly and discreetly investigated. To the extent possible, the employee's confidentiality and that of any witnesses and the alleged harasser will be protected against unnecessary disclosure.

#### **13.6. Disciplinary Action**

Any employee who is found to have engaged in harassment of another employee or member of TLLC at TLLC or in any work related activity outside the workplace, such as business trips, retreats, conferences, workshops, camps, and church related social events will be subject to appropriate disciplinary action up to and including termination.

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