

## **1.0 GENERAL**

### **1.1 Authority**

Adoption of these personnel policies by the Synod Council is granted by the general authority in the Constitution and Bylaws of this Synod. Nothing in these personnel policies shall conflict with the Constitution and Bylaws of the Evangelical Lutheran Church in America (ELCA) or this Synod.

### **1.2 Scope**

These personnel policies apply to all staff in the Synod, except where the Synod Council has granted an exception, as provided for in Section 1.5

### **1.3 Personnel Committee**

The Personnel Committee shall be appointed by the Synod Council. This committee will bring reports and recommend policies to the Synod Council. The Bishop will make recommendations regarding policies and revisions of policies to the committee.

### **1.4 Distribution of Personnel Policies**

The Synod's Personnel Policies and amendments are to be distributed to all staff.

### **1.5 Exceptions**

Exceptions to these personnel policies may be granted from time-to-time as recommended by the Personnel Committee to the Synod Council when it is judged that such exceptions are in the best interest of both this Synod and the employees concerned. No exception will be valid unless it is recorded in the minutes of the Synod Council.

### **1.6 Amendments**

The Personnel Committee may recommend to the Synod Council from time-to-time the adoption of amendments, corrections, additions, or deletions to these personnel policies. Any such changes shall apply both to persons employed at the time the change is adopted and to persons employed thereafter, unless the Personnel Committee's action through the Synod Council's action specifically provides to the contrary.

## **2.0 DEFINITION OF TERMS**

### **2.1 Employee**

As used herein, the term "employee" shall apply to any person in the employ of the Synod (executive and support staff) who performs executive, administrative, secretarial, or clerical work on an established salary basis.

"Executive staff" are those employees who have a letter of call or appointment. Their terms are co-terminus with the Bishop. The Executive staff reports to the Bishop. "Support staff" are employees at-will and report to the Synod Office Manager. Employment for support staff is co-terminus with the Bishop.

The term "employee" does not include a person employed temporarily through employment agencies, on an extra-help basis, or serving under a contract which specifies that the person is an independent contractor. Such a person is not eligible for employee benefits and these personnel policies do not apply.

The term "exempt employee" shall mean an employee who meets the conditions for exemption from coverage by the Fair Labor Standards Act. The term "non-exempt employee" shall mean an employee who is covered by the Fair Labor Standards Act.

The term "at-will employee" shall mean an employee may be terminated, for any or no reason, and with or without prior notice, at any time, at either the employee's option or the option of the Bishop of the Central/Southern Illinois Synod.

## **2.2 Employing Unit**

As used herein, the term "employing unit" shall mean the Synod.

## **2.3 Office Schedule**

The office will be open from 8:30 a.m. to 4:30 p.m. Monday through Friday with a 60 minute lunch break. The work week is 35 hours, excluding the lunch period. Any change in the weekly schedule is to be approved by the Bishop or Synod Office Manager.

Support staff who, at the direction of the Synod Office Manager, work more than 35 hours in a week will be granted compensation time.

## **3.0 EMPLOYEE CLASSIFICATIONS**

All employees are considered staff (executive and support) of this Synod 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 and non-exempt by the Fair Labor Standards Act.

### **3.1 Full-Time Employment**

Full-time employment means employment on a regular schedule of 35 hours per week.

### **3.2 Part-Time Employment**

Part-time employment means employment on a regular schedule less than 35 hours per week, other than employment classified as temporary employment.

- A. Part-time employees on a regular schedule of 20 hours or more, accrue vacation credits on a prorated basis, reflecting their fraction of full-time employment, pursuant to procedures established from time to time by the Synod Council.
- B. Part-time employees on a regular schedule of 20 hours or more are eligible for holidays, time off for voting, sick leave, and the benefits provided for absences from work, on a prorated basis, reflecting their fraction of full-time employment. The exception would be for a staff position that, from the

outset, does not include these benefits.

- C. The Pension Plan and Other Benefits Plans are provided through the Portico Benefit Services and are available only to part-time employees who satisfy the requirements established by the Portico Benefit Services.
- D. The Employee Assistance Program, described in 10.6 of this guide, is available to part-time employees who satisfy the requirements established by the Portico Benefit Services.

### **3.3 Temporary Employment**

Temporary employment includes any employment classified as such by the Synod Council including, but not limited to, extra-help, summer, irregular part-time, or seasonal workers. Temporary employees are not eligible for any of the benefits provided under these policies. However, temporary employees are subject to Social Security (FICA) contributions on their wages.

## **4.0 RECRUITMENT AND EMPLOYMENT**

### **4.1 Inclusiveness in Employment**

This Synod is committed to both the spirit and the applicable legal requirements of equal employment opportunity and affirmative action. Consistent with this commitment, the continuing policy of this Synod is to afford equal employment opportunity to qualified persons in all aspects of the employment relationship, including hiring, compensation, promotion, demotion, transfer, selection for training opportunities, layoffs, discharges, and retirement, without regard to race, color, gender, sexual orientation, national origin, or physical disabilities unrelated to job performance.

### **4.2 Application Form**

An employment application form will be distributed to all applicants seeking a position with this Synod.

### **4.3 Personnel Records**

The Bishop and his/her appointee will maintain an individual file for each employee. Employee records are personal and will be kept in a locked file with access only by persons authorized by the Bishop. However, employees have the right to review their individual personnel file and all documents contained therein, at a time mutually convenient to the employee and the Synod office.

### **4.4 Employment and Call Procedures**

After screening and interviewing candidates for executive staff positions (Assistants to Bishop), the Bishop will recommend a single candidate to the Synod Council for final approval. A letter of call/appointment will be sent to the candidate.

The Bishop of the synod, in consultation with the Executive Staff, will hire support staff employees. Such support staff shall be sent a Letter of Employment by the Bishop of the Synod.

Background checks and screening shall be required and completed for persons nominated as Assistants to the Bishop and support staff prior to their approval, if possible, or as soon as practical after their selection. The specific procedures and timing of background checks and screening shall be determined by the Synod Council.

Letters of Employment and Letters of Call/Appointment do not constitute employment contracts with this Synod. Such letters are subject to all of the provisions of these personnel policies.

#### **4.5 Changes in Personnel Status and Compensation**

All changes in personnel status and compensation, for both executive and support staff, shall be initiated by the Personnel Committee of the Synod Council with recommendations to and approval by the Synod Council. This includes but is not limited to the following: position status, termination, salary and benefit determination, etc.

#### **4.6 Employment of Relatives**

Persons who are related will not be employed or engaged under a call or appointment in a relationship in which one relative (immediate family as defined in Section 10.1C) reports to the other. No relatives of the executive staff will be employed or engaged under contract by the Synod as a support staff.

### **5.0 PERFORMANCE REVIEW**

#### **5.1 Performance Review Forms**

An Employee Self-Appraisal Evaluation form and a Synod Performance Evaluation form will be used with all employees on a yearly basis.

#### **5.2 Compatibility Evaluation and Performance Appraisals**

In order to evaluate and assess mutual compatibility and satisfaction and to provide an opportunity for the open exchange of communication, employees will ordinarily receive a performance evaluation from their supervisor three (3) months after their hire date. At the discretion of the employee's supervisor, the employee may also receive an appraisal after six (6) months of employment. Thereafter, employees will receive annual performance evaluations to be conducted between June 1 and August 1 of each year.

The Personnel Committee will monitor the schedule for performance evaluations, and a copy of the completed performance evaluation will become a part of the employee's personnel file.

#### **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 problems, the Synod will follow a Progressive Action Policy 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 problem(s). The process for Progressive Corrective Action will be as follows:

Step 1: The supervisor shall call the employee's attention to short comings in on-the-job performance. This conversation between the supervisor and the employee shall be documented and placed in the personnel file.

Step 2: If the 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 in the employee's personnel file. The employee shall be given a specified time within which to resolve the performance problem(s).

Step 3: If the problem(s) is (are) not satisfactorily resolved, the employee may be placed on probation. The probation meeting shall be documented, including 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(s). The summary of the conversation should include a specific statement that failure to resolve the work-related problem(s) may lead to termination.

A copy of the probation meeting documentation signed by the employee and supervisor shall be given to the employee and entered in the employee's Personnel file.

Step 4: If the conditions of the probationary period are not met or the performance problem(s) is(are) not resolved, the employee is subject to termination, in accordance with Section 13.2.

## **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 regardless of race, color, gender, sexual orientation, national origin, physical disabilities unrelated to job performance, or clergy/lay status.

### **6.1 Pay Periods**

Pay periods for all employees will be semi-monthly, and payment will be made on the 15th and last day of the month. If a normal payday falls on a non-working day, paychecks will be issued on the last working day preceding the non-working day.

### **6.2 Fees for Services and Outside Employment**

Additional income for performing the normal duties and responsibilities of a position are not to be expected or accepted by employees.

### **6.3 Garnishments and Wage Assignments**

The Synod must honor wage assignments, 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 immediately, and must seek a release of the court in order to prevent deductions from being made.

#### **6.4 Housing Allowance**

An ordained or other qualified employee of the Synod 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." Requests for housing allowances, on the form provided, must be forwarded annually, for the ensuing year, to the Synod Council, with sufficient time allowed for the request to be recorded in the official files.

### **7.0 REIMBURSABLE EXPENSES**

#### **7.1 General Principle**

Employees of the Synod who are authorized to travel in connection with the performance of their work will be reimbursed for transportation, food and lodging expenses.

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

When authorized, reimbursement will be made for the mileage driven at the current IRS allowable rate.

### **8.0 WORKING HOURS AND HOLIDAYS**

#### **8.1 Core Office Hours**

Employees are to organize their time schedules within the limits of effective performance of their duties, subject to the approval of their supervisor. Work schedules will normally be on the basis of eight hours per day, Monday through Friday, between the hours of 8:30 a.m. and 4:30 p.m., including a lunch period, unless otherwise specified.

Variations in the established hours for individual employees may be made by the Bishop or Synod Office Manager to adjust for particular travel or other considerations which might prevail, provided such variations do not conflict with the efficient operation of the Office.

Lunch breaks and informal break periods for employees will be arranged and coordinated through the Synod Office Manager.

#### **8.2 Attendance Records**

Attendance records suitable for payroll purposes and for meeting appropriate wage and hour requirements will be maintained by the Synod Office Manager.

#### **8.3 Holidays**

The Synod office will be closed on the following official holidays:

New Year's Day  
Martin Luther King's Birthday  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve Day  
Christmas Day

In addition, two personal days will either be specified or allowed by the office on an annual basis. If personal days are not taken, they may not be carried over to the following year. Persons leaving the employ of this Office will not be reimbursed for unused personal days.

#### **8.4 Holidays Falling on Saturday or Sunday**

When a holiday as listed in Section 8.3 falls on a Saturday, the Synod Office will normally be closed on the preceding day. If the holiday falls on Sunday, the Synod Office will normally be closed on the following day.

### **9.0 EMPLOYEE BENEFITS**

#### **9.1 Social Security**

The employer's share of social security will be paid for non-clergy staff members.

#### **9.2 Worker's Compensation**

The Synod provides Worker's Compensation Insurance coverage for all employees at no cost to the employee.

#### **9.3 Pension Plan and Other Benefit Plans**

The Synod provides a pension plan for the benefit of its full-time employees and other employees who are regularly scheduled to work at least 20 hours per week for six months or more per year. In addition, there are plans which provide for disability, survivor, and major medical/dental benefits.

Detailed information regarding benefits provided to all employees will be available to all employees.

#### **9.4 Voluntary Salary Reduction Contributions and Additional Participant Contributions**

Under provisions of the (ELCA qualified 403b Plan), the employee may enter into a signed agreement with the appropriate office, to reduce the employee's compensation and have the reduced amount credited on a before-tax basis to the employee's account, under the Optional Pension Plan. The employee may also contribute to another pension or annuity plan of his/her choice, provided the total of all amounts contributed to all such plans, including the employer's contribution, do

not exceed the current allowable limits under the Internal Revenue Code.

#### **9.5 Survivor Benefits**

In the event of death of an employee, his/her salary will be paid to their surviving spouse through the month in which death occurs, plus one additional month. Where there is no surviving spouse, a decision concerning payment to surviving dependents will be made by the Bishop in consultation with the Executive Committee of the Synod Council.

#### **9.6 Employee Assistance Program**

This church offers an Employee Assistance Program (EAP) to employees who satisfy the requirements established by the Portico Benefit Services and their dependents. The program is designed to assist in solving human problems that affect job performance and overall lifestyle. Employees and their dependents have access to this confidential assessment and referral service for problems including: chemical dependency, depression, family communications, health, financial or legal difficulties. This 24-hour service is provided as an employee benefit. Referrals from the EAP will be covered under the Portico Benefit Services Continuing Medical Plan. The Portico Benefit Services Medical Plan may cover part of the cost of certain services.

### **10.0 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.

#### **10.1 Sick Leave/Family Illness**

##### **A. Sick Leave**

It is the philosophy of the Synod 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 will begin to accrue sick leave at the rate of 1.0 day per month, commencing on the first day of employment.

Absence due to illness of more than four (4) consecutive days will require that the employee furnish a physician's statement to their supervisor. Failure to provide such a statement will result in a deduction from the employee's salary equivalent to the number of days missed. Illness of a duration longer than two (2) months should be referred to the Portico Benefit Services, in accordance with the provisions of Section 9.3.

Sick leave may accrue up to a maximum of 43 working days (ie: 2 months), in order that the ELCA Personnel Sick Leave Policy will correlate with the Portico Benefit Services Long Term Disability Policy.



With the approval of the Executive Committee of the Synod Council, advance sick leave may be granted when an employee has insufficient accrued leave to cover an illness; otherwise, the sick time taken will be deducted from the employee's salary.

Sick leave may be carried over from year to year, but may not exceed 45 working days. Employees will not be paid for accrued sick leave upon separation from employment.

**B. Family Illness**

In the event of an illness 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."

**C. Compassionate Leave**

In the event of a death in the immediate family (to include spouse, children, parents, brothers, sisters, grandparents, grandchildren, legal guardians and corresponding in-laws) 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, up to five (5) working days may be granted by the Bishop or Synod Office Manager.

**10.2 Vacations**

A. Full-time executive staff (clergy and non-clergy) will be allowed four (4) weeks (28 calendar days) vacation per year.

B. Full-time employees (support staff) accrue vacation in accordance with the following schedule.

First through second year	.83 days per month up to 2 weeks (10 working days)
Third through fifth year	1.25 days per month up to 3 weeks (15 working days)
Six years and beyond	1.67 days per month up to 4 weeks (20 working days)

No vacation may be taken until the employee has completed 90 days of employment with the Synod.

Calculation of the accrual of service time is made from anniversary of employment of each year. An employee must have reached or exceeded his/her next level of service in order to receive an additional week of vacation for the upcoming year.

C. An employee may carry over up to one week (5 days) of unused vacation into the following calendar year. The maximum number of vacation days taken in any calendar year may not exceed five weeks (25 days).

- D. Part-time employees will receive prorated vacation, as described in Section 3.2. The exception would be for a staff position that, from the outset, does not include these benefits.
- E. Vacation days may only be taken with the approval of the employee's supervisor, and are to be recorded on a form provided by Synod Office Manager.

### **10.3 Payment for Unused Vacation**

At the time of separation from this Synod, an employee will be paid for unused and accrued vacation. All benefits will continue through the period of earned vacation based on the accrual formula in Section 10.2 (B).

### **10.4 Jury Duty**

An employee who is required to serve on a jury shall be entitled to full pay during the period of such service. If an employee chooses to receive full pay, fees paid to him/her for serving on jury duty are to be given to the Synod.

### **10.5 Leave without Pay**

Leave without pay may be granted by the Executive Committee of the Synod Council for personal reasons, after due consideration has been given to the work requirements of the Synod office. Leave without pay may be granted for a period of up to three months. In exceptional circumstances, an employee may be granted a leave without pay for up to one year. The Bishop, in consultation with the Committee of the Synod Council grants such leaves. 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.

The synod 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, the position may or may not continue to be held open for him/her. The Bishop in consultation with the Executive Committee of the Synod Council will make the decision, on a case-by-case basis.

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 Bishop regarding his/her status, the individual will be separated from his/her employment with the synod.

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 Bishop.

### **10.6 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 so as to make their military pay equal their regular pay, provided the employee furnishes the Bishop or Synod Office Manager with a certified 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 180 days leave without pay.

#### **10.7 Maternity / Paternity Leave**

Leaves under this section are for the purpose of issues related to parenting and family, and may only be taken after six (6) months of full-time employment.

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

Up to six (6) weeks of paid maternity leave is available to a new mother and a new father following the birth of their child. Synod staff will also be permitted to use accrued vacation and/or personal days in conjunction with maternity leave. Employees desiring additional leave, may apply for unpaid parenting leave or Leave Without Pay under Section 10.5.

Employees who will be absent due to maternity / parenting leave are requested to provide the Supervisor with as much advance notice as possible.

##### **B. Adoptive Leave**

Up to six (6) weeks of paid adoptive leave is available to a new mother and a new father, following the adoption of a child.

##### **C. Family Leave**

Synod will be sensitive to family needs such as extraordinary illness of children and parents of the employee and arrange proper leave time for these circumstances.

#### **10.8 Absence Due to Weather or Travel Conditions**

An employee will not forfeit pay for a day on which he/she is unable to report for work because of the closing of the office, a breakdown in transportation facilities due to an accident, strike, or hazardous weather conditions, provided the employee has made every reasonable effort to utilize alternate methods of transportation and has notified their office.

#### **10.9 Personal Leave**

Each employee shall be granted 3 personal days per year. These days shall not carry over from year to year

### **11.0 STAFF DEVELOPMENT**

#### **11.1 Continuing Education**

An annual dollar amount will be recommended by the Synod Finance Committee and approved by the Synod Council for reimbursement of continuing education expenses for all staff.

## **12.0 SEPARATION FROM EMPLOYMENT**

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

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

Employees of this Synod who have received a call or have a written employment agreement for a specific time, will be separated from employment at the end of the Bishop's term as specified in the Synod Constitution (S8.14.01).

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

In the event an employee does not meet explicitly defined and attainable goals as described under Section 5.2, that person will be subject to termination.

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

No employment policy can cover the entire range of possible work-related matters. It may be in the interest of the Synod to handle certain separations on a case-by-case basis, skipping or eliminating progressive corrective action when it might otherwise have been considered. No case-by-case termination shall occur without the prior concurrence of the Bishop and the Executive Committee of the Synod Council.

### **12.4 Resignation**

An employee need not remain in a position beyond the time that he/she believes he/she can make a contribution to this Synod. Employees who wish to terminate their employment are expected to give a two-week notice. Employees who resign will receive payment for the time they have worked since the last pay period and for their unused accrued vacation time.

However, an employee who resigns will not receive separation pay.

### **12.5 Separation Pay**

Separated employees will be paid accrued salary and accrued vacation as of the date of their separation. Individuals whose employment is terminated because their specific term of employment has ended shall receive no additional separation pay. Employees who are separated after progressive corrective action will receive no separation pay. Severance benefits are not extended beyond such time when the individual begins work under call or finds other employment.

### **12.6 Reduction in Work Force**

Should the Synod need to reduce its work force due to budget considerations, issues of priorities of the mission of the Synod and seniority will be considered.

## **13.0 GRIEVANCE PROCEDURES**

Grievances should initially be discussed with the employee's immediate supervisor. Every effort should be made to settle the matter through such discussion, and

employees are encouraged to utilize this method to resolve problem situations.

### **13.1 Filing and Processing of a Grievance**

If the grievance cannot be resolved informally, the employee may file a written grievance with the Bishop, with a copy to the Executive Committee of the Synod Council. The Bishop provide a written response to the grievant within five (5) working days after the grievance is received.

### **13.2 Response to Grievance**

If the employee is not satisfied with the disposition by the Bishop, the employee may submit a written request of a hearing with the Executive Committee of the Synod Council. The Bishop must receive this request within ten (10) working days after the disposition of the grievance.

### **13.3 Hearing on Grievance**

The Executive Committee of the Synod Council will make the final determination of a grievance. The committee will schedule a hearing within ten (10) working days of receiving the grievance. At least five (5) working days in advance of the date set for the hearing, notice of the hearing will be given to the grievant, and the grievant's supervisor. All hearings will be closed to the public. The grievant may be present at the hearing and is entitled to an advocate of his/her own choosing.

The grievant will be notified, in writing, regarding the disposition of the grievance, within five (5) working days after the hearing.

Employee grievances are to be processed promptly; however, time limits may be waived or extended with the written consent of both parties.

## **14.0 SEXUAL MISCONDUCT**

### **14.1 Policy**

It is the policy of this Synod to maintain a work place free of any form of sexual harassment or sexual intimidation. Any form of sexual harassment within the work place is unacceptable behavior and is subject to appropriate disciplinary action.

### **14.2 Definition**

Sexual misconduct includes, but is not limited to: sexual advance which may or may not include sexual intercourse; requests for sexual favors; implied or blatant threats; innuendo, humor, and jokes about sex or gender-specific traits; suggestive or insulting whistling, gestures, or leering; offensive contact (patting, pinching, or brushing against the body) blocking movements, attempted or actual fondling or kissing, or any other form of sexual behavior, including intercourse; sexual conduct or communication that creates an intimidating, hostile, or offensive environment; requiring submission to sexual conduct or communication in order to obtain the services of the church, or be employed there; sexual conduct or communication that interferes with employment or the services received from the church or those affiliated with the church.

### **14.3 Reporting Sexual Harassment**

An employee who believes there has been a violation of this Sexual Harassment Policy has the right and responsibility to report the perceived violation as soon as possible, either to the Bishop or Vice President of the Synod Council or to the Office of the Presiding Bishop of the ELCA. Any complaint received by the Bishop or Vice President must be reported to the Executive Committee of the Synod Council. If the matter cannot be resolved between the parties involved, the Executive Committee of the Synod Council will investigate all allegations promptly, objectively, and confidentially. A complainant has the right to the presence of an advisor at any and all proceedings regarding the complaint.

This Synod will take no adverse action against an employee who, in good faith, complains of sexual harassment and will, to the extent possible, protect such employee against reprisal from other employees.

Disciplinary action, including dismissal, when appropriate, will be taken where it is determined that sexual harassment did occur.

This Synod recognizes that the question of whether a particular action or course of conduct constitutes sexual harassment requires a factual determination. This Synod recognizes also that false accusations of sexual harassment can cause serious harm to innocent persons. Therefore, a thorough investigation will be conducted in each case.

### **14.4 Appeals**

If the complainant is not satisfied with the investigation made and/or action taken by the Executive Committee of the Synod Council, the complainant may appeal to the Synod Council.

# **APPENDIX 01**

## **AT-WILL EMPLOYMENT POLICY**

Although we hope your employment relationship with us will be long term, either you or Central/Southern Illinois Synod may terminate this relationship at any time, for any reasons, with or without cause or notice.

Please understand that no supervisor, manager, or other representative of Central/Southern Illinois Synod other than the bishop has the authority to enter into any agreement with you for employment for any specified period. Further, any employment agreement entered into by the bishop is not enforceable unless it is in writing.

You should also understand that the employment procedures, practices, policies, and benefits outlined by the Central/Southern Illinois Synod or described in any handbook may be modified or discontinued from time to time. It is our intent to inform you of changes as they occur. If you have any questions, please discuss them with the bishop.

Approved January 19, 2013  
by Synod Council

