

Employee Handbook

For Hourly Employees



SEVENTH-DAY ADVENTIST CHURCH

Hawaii Conference of Seventh-day Adventists

Foreword

July 1, 2017

Dear Employee:

This Employee Handbook presents, in a brief way, the policies of the Hawaii Conference, edited as an aid to ministers and other Conference employees so that they might be familiar with the plans and methods in carrying forward the work of the Seventh-day Adventist Church within the Conference.

The material contained in this notebook is partially a paraphrased, condensed version of the policies of the General Conference, North American Division, Pacific Union and minutes of the Hawaii Conference with appropriate comments and adjustments.

There are additional policies that cover specific areas of Conference functions. If you have any questions concerning a particular policy and would like additional information, please contact the Conference treasurer who serves as the Human Resources director for the Conference.

This material is intended to be of use to Conference employees and is not intended to be distributed to others. It is our hope that these policies will help build God's kingdom and hasten His return.

Ralph S. Watts III
President

Gerald Christman
Executive Secretary

Bie An Tjia
Treasurer



Hawaii Conference of Seventh-day Adventist

Mission Statement of the Seventh-day Adventist Church

Our Mission: The mission of the Seventh-day Adventist Church is to call all people to become disciples of Jesus Christ, to proclaim the everlasting gospel embraced by the three angels' messages (Revelation 14:6-12), and to prepare the world for Christ's soon return.

Our Method: Guided by the Bible and the Holy Spirit, Seventh-day Adventists pursue this mission through Christ-like living, communicating, discipleship, teaching, healing, and serving.

Our Vision: In harmony with Bible revelation, Seventh-day Adventists see as the climax of God's plan the restoration of all His creation to full harmony with His perfect will and righteousness.



Hawaii Conference of Seventh-day Adventists

Identity and Mission Implementation Statement

Identity and Implementation of Our Mission

Our Identity: The Seventh-day Adventist Church sees itself as the remnant Church of end-time Bible prophecy. Members of the Church, individually and collectively, understand their special role as ambassadors of God's kingdom and messengers of the soon return of Jesus Christ. Seventh-day Adventists have enlisted as co-workers with God in His mission of reclaiming the world from the power and presence of evil, as part of the Great Controversy between Christ and Satan.

Therefore, every aspect of a Church member's life is influenced by the conviction that we live in the last days described in Bible prophecy and the return of Jesus Christ is imminent. Seventh-day Adventists are called by God to live in this world. Every action of the Christian life is done "in the name of Jesus" and to advance His kingdom.

Implementation of Our Mission: Seventh-day Adventists affirm the Bible as God's infallible revelation of His will, accepting its authority in the life of the Church and of each believer, and its foundational role for faith and doctrine. Seventh-day Adventists believe that the Holy Spirit is the power that transforms lives and equips people with abilities to advance God's kingdom in this world.

Called by God, guided by the Bible, and empowered by the Holy Spirit, Seventh-day Adventists, wherever we live in the world, devote ourselves to:

1. Christ-like Living: Illustrating the lordship of Jesus in our lives by moral, ethical, and social behaviors that are consistent with the teachings and example of Jesus.
2. Christ-Like Communicating: Realizing that all are called to active witness, we share through personal conversation, preaching, publishing, and the arts, the Bible's message about God and the hope and salvation offered through the life, ministry, atoning death, resurrection, and high priestly ministry of Jesus Christ.
3. Christ-Like Discipleship: Affirming the vital importance of continued spiritual growth and development among all who accept Jesus as Lord and Savior, we nurture and instruct each other in righteous living, provide training for effective witness, and encourage responsive obedience to God's will.

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Mission Statement of the Hawaii Conference

REACH Hawaii ***Each One Reach One!***

Through four (4) Core Priorities:

I. Reach Up – Worship

To corporately honor and celebrate God's grace and help people experience a personal relationship with God.

II. Reach Out – Evangelism

To seek those who do not know Christ or have a church home and thus fulfill Christ's command to go and make disciples through sowing, reaping and retaining.

III. Reach Around – Fellowship

To fully and faithfully embrace the church 'Ohana. Jesus prayed that we would be one and so we gather from across all cultural lines as we share this journey to the Kingdom.

IV. Reach In – Nurture

To educate, train, support and equip our members for ministry and life.



Hawaii Conference of Seventh-day Adventists

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Definition of Terms

For the sake of brevity, the following terms, acronyms, abbreviations or generic words have been used in the handbook:

ADCOM

Administrative Committee of the Hawaii Conference Executive committee made up of the three administrative officers and the Educational Superintendent

ARM

Adventist Risk Management Services

Department

Ministry focused divisions in the Hawaii Conference such as Communication, Education, Ministerial, Youth, etc.

Director

The person in charge of the department mentioned

Executive Committee

Twenty-member committee meeting four times a year, consisting of conference officers, a departmental director, some or selected representatives for: pastors, teachers, and lay members. Established by constituency to transact business between constituency sessions.

FMLA

Family Medical Leave Act

Hourly Employees

“Non-Exempt” refers to employees who are paid by the hour because they are subject to U.S. Department of Labor Wage and Hour laws.

Locally Funded Employees

“Locally Funded Employees” refer to employees working at the local church or school whose remuneration and benefits are funded by the local church or school.

NAD WP

North American Division Working Policy

Office Manager/Human Resource Director

Conference Treasurer

Officers

Officers of the Hawaii Conference made up of the President, Executive Secretary and Treasurer

Remuneration Factor

The basic remuneration factor on which employee wages are based

Salaried Employees

“Exempt” refers to employees who are paid a salary because they are exempt from U.S. Department of Labor Wage and Hour Laws

Supervisor

An employee’s immediate supervisor if that person is other than the one in charge of the department

General Information

100.00 Employee Handbook

The purpose of the employee handbook is to clarify relationships and provide information regarding policies and procedures with reference to employment with the Hawaii Conference. If questions arise, they should be discussed with the supervisor, department director, and/or treasurer.

100.10 Current Employee Handbook

This edition of the employee handbook supersedes all previous editions and shall be adhered to except as it shall be amended by subsequent actions of Officer's Counsel, ADCOM and/or Executive Committee. The Hawaii Conference retains authority to modify, add or delete any provisions in the employee handbook. Policies and procedures may change at any time and employees will be notified of changes. Any exceptions to policies, regulations, and procedures may only be authorized by ADCOM. The most current policies will be available from the Treasurer.

100.15 Invitations for Workers

The services of employees of the General Conference, the Union Conference, and other Conferences or organizations are to be requested through the Conference administration. The request should be made far enough in advance to allow for approval from the employing organization. When such requests are approved, they will be passed on to the invited worker by the Conference administration through proper channels. The services of other field employees in the Hawaii Conference should be approved by Conference administration. At that time the worker will be notified as to whether allowance will be made for the trip as extra-budgetary, or if it will be considered as a part of the employee's regular monthly expense allowance. Only Conference officers are authorized to allow extra budgetary expense, and this must be arranged for in advance.

100.25 Adventist Review and Pacific Union Recorder to Members

The Pacific Union and Hawaii Conference provides funding for a limited 12-issue subscription to the *Adventist Review* for each family in the Conference, as well as a monthly issue of the *Pacific Union Recorder*.

100.45 Convocation Sales

No individual organization or church will be permitted to set up a concession stand or sell individually on the church grounds during convocation or other conference meetings other than those authorized by the ADCOM.

100.50 Conference Corporation

The Hawaii Conference of Seventh-day Adventists, a Hawaii domestic non-profit corporation established in 2010, is the entity recognized by the State of Hawaii as the legal representative of the Seventh-day Adventist Church in the Hawaii Conference. The Hawaiian Association of Seventh-day Adventist, a Hawaii non-profit corporation established in 1918, was the predecessor legal body of the Seventh-day Adventist Church in the Hawaii Conference prior to 2010.

The Conference Corporation serves primarily in a legal and trustee capacity. The Corporation's stated purpose is holding, acquiring, and disposing of real, personal, and mixed properties in the name of the corporate body. The officers of the Hawaii Conference of Seventh-day Adventists are the only authorized signees for transactions regarding church property.

All church property must be registered in the name of the Conference Corporation. Contracts, leases, agreements, and other legal documents for church property must be in the name of the Conference Corporation.

The Conference Corporation manages all parsonage properties and camp properties and is responsible to ensure adequate insurance coverage on all conference owned properties and processes insurance claims.

100.55 Wills, Trust Agreements, and Annuities

All workers are to encourage church members to consider seriously their need for an estate plan in which they provide for their family as well as the Lord's work in our Conference. The estate planning tools available through the Conference include but are not limited to wills, revocable trusts, annuities, community property agreements and powers of attorney – fiduciary and health. Assistance is always available for our church members requesting information for document preparation through the Conference Planned Giving and Trust Services Department.

The following points should be helpful to Conference personnel as they minister in this area.

1. The preparation and execution process for trust agreements and other estate planning documents shall be under the control of local legal counsel to ensure that all documents are in harmony with the statutes of the jurisdiction in which executed. As a general rule, all documents should be drafted by the donor's attorney.
2. The Conference Executive Committee voted to assist church members with the expenses involved in developing an estate plan. The Conference will subsidize \$200.00 per member for preparation of legal documents (will or trust), gift annuity, etc. in establishing an estate plan.
3. Church members should be encouraged to invite Conference personnel to share information regarding the estate planning tools available through the Conference Planned Giving and Trust Services.
4. The Conference Planned Giving and Trust Services personnel are professional people who keep all information involving our church members at the highest level of confidentiality.
5. It is recommended that no Seventh-day Adventist employee sign as a witness for any document where a residual benefit comes to the Seventh-day Adventist church.
6. The Hawaii Conference of Seventh-day Adventists is the proper legal entity through which all bequests should be made for any phase of the work of the church.
7. Unrestricted bequests or gifts are an excellent method of remembering the Lord's work in our Conference. They benefit evangelism and educational needs throughout the conference. However, any specific bequest or gift made through the Conference will go to the area designated by the individual in his/her will or trust.

100.60 Employees Serving in Fiduciary Capacities

To reduce potential conflict of interest and legal liability exposure to the employee and to the church, employees of the Hawaii Conference are strongly discouraged from serving in a fiduciary capacity for church members/others encountered because of denominational employment. A fiduciary capacity is defined as trustee of a trust, personal representative/executor of an estate, acting as agent for a durable power of attorney for business or for health care decisions, guardianship/conservatorship because of the role as an employee, or another role in which one would be considered to have fiduciary capacity, i.e. explicit authority over another's business, family, or personal needs.

If an employee is asked to serve in a fiduciary capacity by anyone because of their employment, the employee is to consult with the Hawaii Conference Planned Giving and Trust Services department prior to accepting such responsibility. If an employee discovers after the fact that he/she has been named to a fiduciary capacity without his/her knowledge, before serving in that capacity, the employee is to consult with the Hawaii Conference Planned Giving and Trust Services department.

If, in consultation with Planned Giving, it is determined that the appointment is necessary and/or unavoidable, the appointment will require approval from the Conference Executive Committee and the Planned Giving department will provide oversight to the appointment.

If an employee is approved by the Conference Executive Committee to serve in a fiduciary capacity, the appointment will become part of the employee's job responsibilities for the duration of the appointment. The following policy regarding the receipt of fees according to NAD Working Policy S 40 30 (2016- 2017) applies:

“A denominational employee who serves as administrator, trustee, executor, or other fiduciary, as a result of his/her denominational employment in any capacity, shall not retain for personal benefit fees received for this type of service.”

The above policy is to protect both the employee and the organization from possible conflict of interest and legal liabilities that may arise in the performance of fiduciary responsibilities.

100.65 Records

The treasury office maintains an employment file on each employee. These records include the completed application form, service records, written reports of periodic performance reviews and other documents, all of which are assembled to form an accurate account of employment experience with the Hawaii Conference. To keep personnel records current, the treasurer's office should be notified of any change in name, marital status, address, telephone number, dependents or other pertinent information. Employees are encouraged to periodically request a copy of their service record to verify its accuracy.

110.00 Parking

The employee parking lot is located on the sides of the building. The covered parking in the back of the office is reserved for the officers. Employees and others who leave their automobiles at the Conference office for extended periods of time, i.e. while off island, are requested to park their vehicles in the back parking area.

110.50 Keys

Keys may be obtained from the Treasury staff. If a key is lost, it should be reported immediately to the Treasury office. Keys should always be returned to the Treasury office when employment ends and/or when moving from a location with a locked door to another location. Do not exchange or copy keys; new keys will be issued if needed.

110.70 Hazardous Material

As used in this policy, “hazardous material” means:

1. Any substance, product, waste, or other material of any nature whatsoever which is or becomes listed, regulated, or addressed pursuant to the Comprehensive Environmental Response, Compensation Liability Act (“CERCLA”); the Hazardous Materials Transportation Act; the Resource Conservation and Toxic Substances control Act; the Clean Water Act; the California Hazardous Waste Control Act; the California Hazardous Substance Account Act; the California Safe Drinking Water and Toxic Enforcement Act; the California Hazardous Waste Management

Act; the California Porter- Cologne Water Quality Control Act, or any other federal, state, or local statute, law, ordinance, resolution, code, rule, regulation , order, or decree relating to any hazardous, toxic, or dangerous waste, substance, or material, as now or at any time hereafter in effect;

2. Any substance, product, waste, or other material which may give rise to liability under any of the above statutes or under any statutory, or common law theory;
3. Petroleum or crude oil other than petroleum and petroleum products contained within regularly operated motor vehicles; and
4. Asbestos

Every Conference employee will strictly comply with all federal, state, and local laws, statutes, ordinances, orders, guidelines, rules, and regulations, and use reasonable care, when dealing with hazardous material in any manner. If any Conference employee becomes aware of or has a reasonable suspicion of hazardous material being discharged or released on, under, or about Conference property, or any other property where the employee reasonably believes the Conference may be responsible for such discharge or release, the employee shall immediately report the matter to one of the officers of the Hawaii Conference of Seventh-day Adventists. (It is the responsibility of the Hawaii Conference of Seventh-day Adventists to promptly investigate the matter, take or arrange for any necessary actions in remediation, and report the matter to private or governmental persons or agencies as necessary.) The employee shall not report the matter to any other person or entity unless, in the employee's reasonable and good faith opinion, it is necessary to report the matter to such third person or entity in order to prevent imminent harm to life or health or imminent damage to property. All employees shall cooperate with any investigation and/or remediation by the Hawaii Conference or by any governmental agency; provided, however, this policy shall not prevent an employee from exercising, in good faith, any right the employee may have not to incriminate her/himself and not to be compelled to be a witness against her/himself.

110.80 Safety

The Conference is committed to providing and maintaining a healthy and safe work environment for all employees.

On occasion, unsolicited visitors come to the conference office with various requests (e.g. counseling, food, money, etc.) For safety, employees are encouraged to direct the visitor to places of assistance, and are discouraged from providing food, money and additional services.

Employees are required to follow safe and healthy work practices at all times. Employees may be subject to discipline, up to and including termination, for engaging in any unsafe or unhealthy work practice or for violating established safety rules.

Each employee is also required to report immediately to her/his supervisor any potential health or safety hazards, and all injuries or accidents.

In the Conference headquarters, first aid supplies are located at various locations clearly marked "First Aid". Employees working in other Conference facilities should check with their supervisors regarding the location of these items.

140.00 Personal Insurance

The Hawaii Conference, through Adventist Risk Management, has available personal accident and supplemental life insurance programs at special group rates. Premiums will be paid through payroll deduction. Information may be obtained from Treasury staff regarding available plans and eligibility requirements.

140.40 Dependent Children or Elderly Persons in Office Complex

The presence of dependent children and/or elderly persons in the workplace with the employee during the employee's workday is inappropriate and is to be avoided except in emergency situations.

This policy is established to avoid disruptions in job duties of the employee and co-workers, reduce property liability, and help maintain a professional work environment. Conference facilities are generally not conducive to being both a productive work environment and, at the same time, a place to care for dependent children and/or elderly persons. Therefore, employees should make other arrangements (such as live-in care givers, day-care centers, etc.) for dependent children or elderly persons in their care and are discouraged from bringing them to the workplace other than in emergency situations or while the elderly person has legitimate business at that workplace.

If bringing a dependent child and/or elderly person to work with the employee is unavoidable, the employee must contact his/her supervisor or the Treasurer as soon as possible to discuss the situation and obtain permission to have the child accompany the employee while working.

140.50 Animals in the Hawaii SDA Conference Facilities

Employees are not permitted to bring animals or pets of any kind into the Hawaii SDA Conference facilities, with the exception of registered service animals.

140.70 Employee Personal Property

The Conference assumes no responsibility for loss or damage to employee personal property when brought to work. Purses and wallets should be kept in an enclosed or locked cabinet so as not to be readily visible to the public.

140.80 Stewardship of Time

Office employees are expected to observe the office hours and apply themselves diligently to their work. They should refrain from visiting with fellow employees or visitors for extended periods of time, doing personal work or spending time in other non-productive activities.

Matters of a personal nature should be avoided during office hours; if unavoidable, the employee should arrange time away with his/her supervisor.

140.90 Solicitations, Distributions, and Bulletin Boards

Unless previously authorized in writing by an officer of the Conference or the person in charge of the Conference facility where the below-described proposed solicitation or distribution is to occur:

- Solicitation or distribution in any way connected with the sale of any goods or services for profit or for any charitable purpose is strictly prohibited on Conference property at any time; and
- Solicitation or distribution of literature for any purpose other than Conference business is strictly prohibited on Conference property at any time.

The Conference has bulletin boards at various locations in or on its facilities for the purpose of communication with employees. Postings on such bulletin boards are limited to Conference-related material. All postings require the prior written approval of a Conference officer or the person in charge of the Conference facility where the bulletin board is located.

145.00 Short Term Travel Insurance

International travel accident insurance is a vital coverage that travelers carry with them and can access anywhere to help make their travel safe and convenient. Short-term travel insurance through Adventist

Risk Management is available to employees, retirees, approved volunteers, or groups on official business or sponsored travel of the Seventh-day Adventist Church. Spouses and dependent children of these individuals are also eligible for coverage. This program covers travel worldwide and includes coverage for limited vacation travel when combined with a business or sponsored trip.

The Hawaii Conference requires all employees and church sponsored groups who travel internationally to obtain short-term travel insurance through the Adventist Risk Management.

170.00 Stewardship of Money

It is a sacred responsibility to be stewards of the Lord's funds that have been contributed by God's faithful people. In expending these funds for travel and other purposes employees should exercise more care and a greater sense of accountability than might be exhibited in the handling of personal funds.

Employment Policies

200.00 Statement of Ethical Foundations

Our Responsibilities

Hawaii Conference employees believe:

1. We are responsible first to God, our Creator. Individual and collective action must reflect His character and exhibit His love.
2. We are responsible to the communities in which we work and live and also to the world community. We accept the challenge to be exemplary individuals and corporate citizens. We support good works and charities. We encourage civic improvements, a better quality of life, security, health and education for all.
3. We are responsible to our fellow church members. We accept accountability for sound leadership decisions and appropriate stewardship.
4. We are responsible to each other within the office complex. Every individual deserves to be treated with dignity and respect; to have his or her personhood and role valued and affirmed; to function in a safe working environment; to experience an atmosphere of challenge, open communication and contentment.

Our Values

- We value the Bible as the primary reference for life's direction and quality.
- We value excellence in all that we do.
- We value ethical and moral conduct at all times and in all relationships.
- We value creativity and innovation in the completion of our mission.
- We value honesty, integrity and courage as the foundation of all our actions.
- We value the trust placed in us by colleagues and by the world church membership.
- We value people as children of God and therefore brothers and sisters of one family.

Ethical Responsibilities as Employer and Corporate Citizen

In pursuit of its mission, and while maintaining its responsibilities and adhering to its values, the Hawaii Conference operates under the following ethical guidelines:

1. **Equal Opportunity Employment** – Within the purview of laws permitting church membership as a condition of employment, and subject to denominational policies on positions requiring ministerial ordination, the Hawaii Conference will follow procedures to ensure equal opportunity of employment, remuneration and advancement on the basis of job qualifications and performance.
2. **Equity, Fairness and Nondiscrimination** - The Hawaii Conference will treat all individuals and groups with loving justice. It will not practice or condone discrimination with regard to race, national origin, gender, age, marital status, veteran status or disability that does not prohibit performance of essential job functions.
3. **Compliance with Laws of the Land** - The Hawaii Conference will carry on its activities in compliance with the laws of the land provided these are not in contradiction to God's expressed will.

4. **Loyalty and Fulfillment of Contractual Obligations** - The Hawaii Conference will fulfill the commitments it has entered into through authorized channels. Where misunderstandings arise regarding such commitments, the Hawaii Conference shall participate, with the parties concerned, in conflict resolution procedures within the organization before seeking the help of the wider community.
5. **Atmosphere of Safety and Happiness** - The Hawaii Conference is committed to providing a work environment that offers physical safety and security. It also strives to encourage and promote genuine happiness through the realization that every employee is valuable and every task, no matter how routine or unnoticed, is a service to God. The Hawaii Conference will continue to integrate worship, work, and celebration in a manner that acknowledges wholeness in life and relationships.
6. **Respect for Human Dignity and Individuality** - The Hawaii Conference affirms and respects the uniqueness of every employee. It recognizes that a person's value surpasses the worth of his or her contribution to the organization. It believes that communal harmony and corporate objectives are enhanced rather than compromised, by the broad mosaic of personalities, talents, skills and viewpoints dedicated to the honor of Jesus Christ. The Hawaii Conference shall strive for communication that is timely, truthful, open, candid and kind.

Ethical Responsibilities as Employees

We recognize that employment in the Seventh-day Adventist Church implies commitment to the organization's mission and concurrence with its responsibilities and values. We affirm that the employer-employee relationship grows within reciprocity of mutual regard. Our reasonable service as employees includes the following ethical responsibilities:

1. **Life Consistent with Church Message and Mission** - While in the employ of the Hawaii Conference we will live in a manner consistent with the beliefs and values of the Church. We will uphold, in word and conduct, the teachings and principles held and advanced by the Seventh-day Adventist Church.
2. **Respect for Church-Owned Assets** - We will respect the property of our organization, including any intellectual property that is developed in the course of our employment. We will use the property, facilities and resources solely for the benefit of our organization, unless otherwise permitted or when financial compensations for such use have been arranged.
3. **Respect for Colleagues** - We will respect and uplift our fellow employees. We will refrain from intentionally placing another in a position of embarrassment, disrespect or harassment. We will avoid all behavior that may be construed as sexually inappropriate. We will honor the privacy and guard the safety of others.
4. **Efficiency and Attention on the Job** - The hours of our employment shall be devoted to the work assignments entrusted to us. We will not use the employer's time for personal business or the advancement of personal interests unrelated to the work assigned by our supervisors. We will not deprive our employer by entering into other employment or activities that impair our performance for the Hawaii Conference while on the job. We will aspire to greater efficiency and the reduction of waste in time, effort and resources.
5. **Personal Integrity in Financial Matters** - We will not engage in theft or embezzlement of any kind including the misuse of expense accounts, falsification of time reports or the misapplication of resources for which we are responsible.
6. **Avoiding Inappropriate Influence** - We acknowledge that the giving or receiving of business gifts can easily inject ulterior considerations in our work and employment relationships. Therefore, the use of gifts, payments or honoraria as an incentive or reward for a particular course of

action is inappropriate and should be avoided.

7. **Maintaining an Ethical Environment in the Workplace** - We accept the obligation of maintaining ethical standards in personal life and in the workplace. We believe it is our personal responsibility to report, through established confidential channels, any behavior that is inappropriate or which undermines the ethical environment in the office complex. We are prepared to be held accountable by our supervisors and peers for professional conduct representing the moral and ethical values of the Seventh-day Adventist Church.

200.10 Equal Employment Opportunities [NAD WP E86]

The Hawaii Conference of Seventh-day Adventists is a religious association with world headquarters located in Silver Spring, Maryland. The employment practices of the church reflect religious preferences in harmony with the United States Constitution and controlling laws. The Hawaii Conference does not discriminate with regard to race, national origin, gender (except in positions requiring ordination), color, age, marital status, veteran status or disability that does not prohibit performance of essential job functions. This is reflected in Conference practices and policies regarding hiring, layoff, discharge, training, promotions, rates of pay and other forms of compensation.

In harmony with the above statement, the Hawaii Conference of Seventh-day Adventists complies with the Americans with Disabilities Act. This act gives civil rights protection and equal opportunity to qualified individuals with disabilities in all employment practices, including job application procedures, hiring, advancement, compensation, training, termination and other terms, conditions and privileges of employment. An individual is considered to have a disability if the individual has a physical or mental impairment that substantially limits one or more major life activities, has a record of such impairment or is regarded as having such impairment.

200.15 Employment of Sexual Offenders [NAD WP E 81 15]

The Seventh-day Adventist Church desires to make its work and worship environments a safe place at all times. To achieve this goal, no denominational employing organization shall knowingly employ an employee where any of the following exists:

1. Any admission of guilt pertaining to sexual abuse, or sexual misconduct
(See E 87 15, paragraph 20) –Sexual Misconduct –
Improper sexual behavior including any of the following:
 - a. Actual or attempted sexual contact with a minor or with any person where there exists a relationship with inequality of power;
 - b. Actual or attempted rape or sexual contact by force, threat, or intimidation;
 - c. Criminal behavior of a sexual nature;
 - d. Possession, manufacture, distribution or access with intent to view child pornography.
2. Any criminal conviction or plea of guilty, *nolo contendere* (no contest), or its equivalent for sexual abuse, sexual misconduct, or possession, manufacture, distribution or access with intent to view child pornography.
3. Any civil judicial determination of liability, injunctive relief, non-monetary relief, punitive or exemplary damages, or factual finding, settlement for compromise of a civil suit or any finding by the employer's Sexual Ethics Committee or similar body in lieu of filing suit in favor of the claimant resulting from allegations of sexual abuse, or sexual misconduct.

As part of the employment due process, Designated Officers, or their designees, from denominational

employing organizations shall make inquiry to officers, or their designees, of institutions or organizations currently employing, or having employed, individuals they are considering for employment. Designated Officers, or their designees, responding to inquires about current or former employees of their organization shall make every effort to assure that accurate information is being communicated.

200.20 Conditions of Employment

The Hawaii Conference strives to maintain a highly qualified staff. Personnel selection is based on the following qualifications: character, church status, aptitude, education, training, experience, ability, integrity, adaptability and ability to perform job functions (with or without accommodation). Minimum qualifications are:

1. **Church Membership** - Membership in the Seventh-day Adventist Church through baptism or by profession of faith, an unreserved commitment to its objectives and a personal relationship with Christ.
2. **Church Teachings** - Careful adherence to Bible based teachings and standards of the church by exemplifying standards of personal conduct which would preclude:
 - A. Chemical/substance abuse such as:
 - use of alcoholic beverages and tobacco
 - illegal possession and/or misuse of drugs
 - B. Use of profanity
 - C. Immoral conduct including but not limited to adultery, fornication, homosexuality, and pornography.
3. **Lifestyle** - Personal conduct demonstrated in a lifestyle that is expected of Seventh-day Adventists and by thoughtful attention to personal example and influence in grooming, dressing and avoid extremes.
4. **Work Performance** - Ability to perform successfully the work and tasks to which one is assigned.
5. **Professional Standards** - Careful adherence to the highest professional and ethical standards in integrity and confidentiality.
6. **Loyalty** - Willing and consistent loyalty and cooperation.
7. **Stewardship** - Exemplary witness in faithful stewardship, as Biblically defined, in personal finance, tithe, time and talents (see 200.40 regarding tithing).
8. **Commitment** - Unreserved commitment and fidelity to Christian service for all employees in addition to ordination vows for ministers.
9. **Personal Finances** - Management of personal finances enabling one to live within one's regular income and assure the payment of all just obligations on a timely basis.
10. **Conflicting Interests** - Avoidance of conflicting interests and enterprises.
11. **Prescribed Procedures** - Compliance with prescribed procedures for resolving conflicts, disputes, complaints and grievances.
12. **Employee Handbook** - Compliance with the regulations of the Hawaii Conference as set forth in the employee handbook and policies of the Seventh-day Adventist Church.

200.40 Faithful Tithing [NAD WP E 80 20]

1. **Rationale** - Tithing is a basic Biblical principle which speaks to a person's relationship with the Creator. This relationship is ordained of God for the benefit of His children. Systematic and regular tithing yields rich rewards. Among these is the bond which results between a person and the Creator. Another is experiencing the intrinsic satisfaction of giving one's self and one's means to the Lord. Our Lord's promise of special blessings to the faithful tither can be received in no other way.
2. **Models** – Seventh-day Adventist denominational employees are to be models in every facet of their lives. Church members must see in church employees a fidelity to basic principles which is unequivocal. Such commitment needs to be exercised in respect of all the standards of Christian living. Such employees will demonstrate an exemplary commitment to the Lord and the teaching of His Church.
3. **Review** – Adherence to the basic beliefs and practices of the Church is a condition of employment for all credentialed/licensed Seventh-day Adventist employees. Because of the importance of tithing as a principle and the spiritual experience it represents, no church organization shall employ a Seventh-day Adventist who is not returning a faithful tithe (when this is not prohibited by law).

In the case where an employee transfers to another denominational organization, the employing organization will re-verify the employee's return of tithe. At the time of employment each individual shall be informed in writing of this requirement which includes the expectation of faithfulness in tithing (see V 05 20). Employees shall also be informed that their tithing practices are subject to annual review.
4. **Concern** – If it is determined that an employee is not faithfully tithing, the president/Chief Administrative Officer of the employing organization shall discuss the matter with the employee in the spirit of pastoral concern and endeavor to help him/her understand that he/she is depriving himself/herself of a blessing and is following a course that is harmful to his/her relationship with the Creator.

200.42 Not to Seek Gifts or Loans [NAD WP E 80 25]

Employees shall not in any way seek personal gifts from church members or churches. When it is necessary for them to discuss their financial affairs, this should be done with their employing bodies rather than with members of the church. Employees shall not accept loans from church members or churches.

200.44 To Pay Obligations [NAD WP E 80 30]

Employees who continually neglect or refuse to pay their just obligations will be advised to take up some other line of work.

200.46 Transfer of Employees [NAD WP E 80 35]

Proper and satisfactory arrangements shall be made by employees for all financial obligations before transference to another conference.

200.48 Authorization for Study [NAD WP E 80 40]

While it is desired that every employee be encouraged to make continuous effort for self-improvement, especially through online courses, no full-time conference employees, or other denominational employees, should take residence schoolwork, or any line of study that would make inroads upon time that should be given to their regular duties, without first making proper arrangements with those in charge of their work.

200.50 Employment at Will

The employee recognizes an employment at will relationship and the employee may terminate the position at any time for any reason subject to the notice requirements in sections 240.00 and 240.20 or elsewhere in the employee handbook. The employer has the same rights as the employee for terminating the employment of the employee. The provisions of the employee handbook do not constitute a contract of employment nor are they covenants. No representative of the employer, other than the president, executive secretary, treasurer, or educational superintendent, has any authority to enter into any agreement with the employee for any specified period of time or to make any agreement contrary to the foregoing. The provisions of the employee handbook are guidelines only and may be changed or deleted by the employer as specified in section 100.10.

200.60 Employment Procedure

1. **Application** – All prospective employees desiring Hawaii Conference employment will complete the formal application for employment. The Hawaii Conference reserves the right to request a post-hiring physical examination as allowed by law and if it does so, is responsible for the expense. Applicants may be tested, interviewed and screened by the administration.
2. **Probationary Period** - The Hawaii Conference recognizes two separate conditions under which employees are placed on probation. Either type of probation will be a period when both employer and supervisor should pay particular attention to performance and progress.
 - A. The first is the 90-day probation period for new denominational employees. It is a period of adjustment and adaptation, both personally and in terms of learning the job requirements and work rules. If, during this period, the employee is unable to adapt successfully to the requirements of the position, department or organization as a whole, employment can be terminated immediately. Advance notice may be given but is not required. The employee is free to resign at any time during this probationary period just as the Hawaii Conference is free to terminate employment at any time.
 - B. The second type of probation is for inadequate performance or improper behavior at any time after the probationary period. The employee may be placed on probation for a designated period to correct recognized performance shortcomings that the employee is able and willing to correct. After having successfully completed a probationary period, the employee will continue to be subject to the conditions of employment and performance requirements discussed elsewhere in the handbook. The employee can be discharged during the probationary period if it appears the employee is unable or unwilling to correct a problem or if continued employment would be contrary to the best interest of the Hawaii Conference or the welfare and safety of other employees.
3. **Health Care Assistance** –No health care insurance coverage is provided for part-time hourly employees. However, employers are mandated by the State of Hawaii to provide health care coverage to employees who work at least twenty (20) hours per week and earn 86.67 times the current Hawaii minimum wage a month (as of January 1, 2017, $\$9.25 \times 86.67 = \802). Coverage commences after four (4) consecutive weeks of employment or the earliest time thereafter at which coverage can be provided by the health care plan contractor, which is usually the first of the month.
4. **Discipline, Termination and Grievance Procedures** - A probationary employee may be terminated at any time for any reason and shall not be entitled to the protections concerning discipline, termination, and grievance procedures contained in section 240.20 and 240.40 or elsewhere in this employee handbook.
5. **Review of Status** - At the end of the probationary period, if the employee's overall work record has been satisfactory, regular status will be recorded and the employee's remuneration rate will be

reviewed. Should the work performance, aptitude, attendance or conduct not meet the requirements of the position, employment may be terminated upon notice. Employees terminating during this period are paid for all hours worked and accrued vacation time.

200.70 Background Screening & Child Protection Training.

As a condition of employment, all new employees are required to successfully complete Background Screening and Child Protection Training. The North American Division and Adventist Risk Management have partnered with the organization “Verified Volunteers” to provide this service. Training and screening are done online.

200.80 Employment Classification

1. **Regular, Full-time** - An employee is considered as regular and full-time when assigned a regular position, working a scheduled minimum of 38 hours a week (1976 hours annually) or working full-time on a salaried basis and after having been in denominational service for at least three months.
2. **Regular, Part-time Benefit Eligible** - An employee is considered as regular and part-time when assigned a regular position, working on a scheduled basis from 20 to 38 hours per week on a regular basis after having been in denominational service for at least three months. Such employees are eligible for some benefits on a prorated basis.
3. **Regular, Part-time Non-Benefit Eligible** – An employee is considered as regular and part-time when assigned a regular position, working on a scheduled basis of less than 20 hours per week, after having been in denominational service for at least three months. Such employees are not eligible for benefits.
4. **Temporary, Full-time** - An employee is considered as temporary and full-time when filling a temporary position, usually not exceeding five months, and working 38 hours a week. Such employees are not eligible for benefits (except for health care insurance coverage for employees who work at least twenty (20) hours per week, after four (4) consecutive weeks of employment as mandated by the Hawaii State).
5. **Temporary, Part-time** - An employee is considered temporary part-time, when filling a temporary position, usually not working on a scheduled basis of less than 38 hours per week. Such employees are not eligible for benefits (except for health care insurance coverage for employees who work at least twenty (20) hours per week, after four (4) consecutive weeks of employment as mandated by the Hawaii State).
6. **Irregular, On-call** - An employee is considered as irregular when filling on-call floater assignments as needed. No benefits are available.

210.20 Employment of Relatives

Hawaii Conference policy discourages employment of immediate family members in the Conference office. Exceptions to this policy may be authorized by Officer's Council or ADCOM. When exceptions are authorized, the following guidelines should be implemented:

- A. An employee should not be employed under the direct supervision of that employee's spouse or relative.
- B. Principles of internal control should be carefully considered.

210.40 Policy on Employee Side Lines

Numerous policies related to Employee Side Lines already exist in the North American Division Working Policy. Some of the relevant provisions include:

Side Lines - Conference/mission and institutional employees shall refrain from any side lines, business or activity either denominational or extra-denominational which has the effect of diminishing their influence and/or infringing on the time and efficiency of the work to which they are assigned.

Responsibilities and Expectations - Individuals elected or appointed to leadership positions or engaged in missionary-type work in conference/missions or institutions shall normally expect to be subjected to greater scrutiny in the application of this policy. These individuals shall expect to be evaluated by a different measure than employees who are expected to perform acceptably only for specific time periods on a regular schedule.

Prior Written Agreement - Salaried employees who anticipate receiving additional remuneration beyond their salary on a regular basis for services given, in connection with denominational or extra-denominational assignments, shall do so only with the full prior knowledge of their respective employing organization and where appropriate, on the basis of a written agreement.

The Hawaii Conference discourages full time employees from working second jobs or operating sideline businesses. In exceptional cases where such arrangements might be approved, expectations would include:

1. Full disclosure of the activity and a written memorandum of understanding articulating the involvement of the employee.
2. All sideline business activities of the employee would be conducted outside of regular working hours and off of conference/church office premises.
3. Conference owned equipment and supplies may not be used at any time for these purposes.
4. Business transactions may not be entered into between current employees and any church entity in Hawaii Conference.

210.60 Conflict of Interest and/or Commitment [NAD WP E 85 05]

Conflict of Interest - Conflict of interest shall mean any circumstance under which an employee or volunteer by virtue of financial or other personal interest, present or potential, directly or indirectly, may be influenced or appear to be influenced by any motive or desire for personal advantage, tangible or intangible, other than the success and well-being of the denomination.

Because of the common objectives embraced by the various organizational units and institutions of the Seventh-day Adventist Church, membership held concurrently on more than one denominational committee or board does not of itself constitute a conflict of interest provided that all the other requirements of the policy are met. However, an officer, trustee, or director serving on an organization's board is expected to act in the best interest of the organization and its role in denominational structure.

Conflict of Commitment - A conflict of commitment shall mean any situation which interferes with an employee's ability to carry out his/her duties effectively. Elected, appointed, or salaried employees on full time assignment are compensated for full time employment; therefore, outside or dual employment or other activity, whether compensated or not, that in any way interferes with the performance of an employee's duties and responsibilities is a conflict of commitment. A conflict of commitment also exists in situations where an employee functions contrary to the values and ethical conduct outlined in the organization's statement of ethical foundations and conduct (see model Statement of Ethical Foundations recommended by the 1999 Annual Council as guidelines for divisions or in section 200.00), or when an employee functions contrary to established codes of ethical conduct for employees in particular professions (e.g. legal, investments).

Individuals Included Under This Policy – All trustees, officers, executive committee/board members, employees, and volunteers of denominational organizations shall be subject to this policy.

Conditions Constituting Conflict – A trustee, officer, executive committee/board member, employee, or volunteer has a duty to be free from the influence of any conflicting interest or commitment when serving the organization or representing it in negotiations or dealings with third parties. Both while on and off the job an employee is expected to protect the best interests of the employing organization. The following list, though not exhaustive, describes circumstances and conditions that illustrate conflict of interest or commitment:

1. Engaging in outside business or employment that encroaches on the denominational organization's call for the full services of its employees even though there may be no other conflict.
2. Engaging in business or employment that is in any way competitive or in conflict with any transaction, activity, policy, or objective of the organization.
3. Engaging in any business with or employment by an employer who is a supplier of goods or services to any denominational organization.
4. Making use of the fact of employment by the denominational organization to further outside business or employment, associating the denominational organization or its prestige with an outside business or employment, or using one's connection to the denomination to further personal or partisan political interests.
5. Owning or leasing any property with knowledge that the denominational organization has an active or potential interest therein.
6. Lending money to or borrowing money from any third party, excluding financial institutions, who is a supplier of goods or services, or lending to/borrowing from a trustor or anyone who is in any fiduciary relationship to the denominational organization or is otherwise regularly involved in business transactions with the denominational organization.
7. Accepting or offering of any gratuity, favor, benefit, or gift or of any commission or payment, monetary or non-monetary, of greater than nominal value, in connection with work for the denominational organization other than the compensation agreed upon between the denominational organization and/or the employer and the employee.
8. Making use of or disseminating, including by electronic means, any confidential information acquired through employment by the denominational organization for personal profit or advantage, directly or indirectly.
9. Using denominational personnel, property, equipment, supplies, or goodwill for other than approved activities, programs, and purposes.
10. Expending unreasonable time, during normal business hours, for personal affairs or for other organizations, to the detriment of work performance for the denomination.
11. Using one's connections within the organization to secure favors for one's family or relatives.

Statement of Acceptance

1. **By Employees** - At the time of initial employment an employee shall sign a statement indicating acceptance of the conditions of employment as outlined in the organization's employee handbook. This acceptance shall constitute the employee's declaration of compliance and resolve to remain in compliance with the Conflict of Interest and/or Commitment policy. On an annual basis the employer shall provide employees with a copy of the Statement of Ethical Foundations, plus a copy of the conflict of interest and/or commitment policy, and shall inform employees regarding the duty to disclose potential conflicts of interest and/or commitment.
2. **By Administrators, Department Directors and Trustees** - The chief administrator, or designee,

of the organization concerned shall receive annually a statement of acceptance and compliance with the policy on Conflict of Interest and/or Commitment from each administrator, department director, member of the board/executive committee, and any other person authorized to handle resources of the organization. (The employing organization may determine that other individuals shall also be required to submit annually a statement of acceptance and compliance.) Submission of the statement by persons identified above shall constitute a declaration of compliance with the policy and shall place the individual under obligation to disclose potential conflicts of interest and/or commitment that may arise during the ensuing year.

3. All statements of acceptance and compliance shall be reviewed annually through a process and reporting mechanism as determined by the board/executive committee of the organization.

Reporting Potential or Actual Conflicts of Interest or Commitment

All present and potential conflicts of interest must be disclosed:

1. If known, in advance of any meeting, business transaction, or other activity at which the issue may be discussed or on which the issue may have a bearing on the person's approach to the issue, whether directly or indirectly; or
2. If not known in advance, when the actual, possible, or potential conflict becomes apparent. Disclosure must be made to the person in charge of the meeting or activity and to the full meeting, or to the person's supervisor, as appropriate. The person should remove himself/herself from the room or situation to avoid participation in all discussion or deliberation on the issue, and voting. All such actions should be recorded in any minutes or records kept. Following full disclosure of the present or potential conflict, the board or equivalent group may decide that no conflict of interest exists and invite the participation of the person.

This policy establishes a process which is self-identifying. However, third parties may report alleged conflicts in writing with supporting documentation, to an officer of the organization concerned if the employee fails to disclose a conflict or does so inadequately. The source of third party reports shall be held in confidence by the recipient unless it is required to divulge the information pursuant to a court order or if there is indication that the report is fraudulent or made with malicious intent.

Review Process for Conflicts of Interest and/or Commitment

The officer or human resource/personnel office that receives the report of a conflict or potential conflict shall inform the employee's supervisor and shall have the matter reviewed by the appropriate employing authority or by the committee assigned to review such matters. If the disclosure has come from a third party, the officer or human resource/personnel office shall inform the employee concerned and shall give the employee an opportunity to submit any information which may help in the review of the reported conflict. The decision of the employing authority or review committee as to whether or not a conflict exists shall be communicated to the employee in writing.

Sanctions for Noncompliance

Noncompliance includes failure to:

1. Comply with this policy;
2. Report accurately on the disclosure form;
3. Comply with decisions made by the employing authority or review committee as a result of reported potential or actual conflicts of interest and/or commitment

Noncompliance may result in disciplinary action, up to and including termination from employment. Termination from employment shall be processed in harmony with existing policies.

210.80 Business and Work Schedule

1. **Business Hours** – Conference business hours are 8:30 a.m. – 5:00 p.m., Monday through Thursday.
2. **Work Hours** – Employee work hours may begin at 7:00 a.m. and shall terminate by 6:00 p.m., Monday through Thursday, not to exceed 38-hour a week. Lunchtime is unpaid.
3. **Breaks** – Employees are permitted short breaks in order to promote efficiency, one 10-minute break in the morning and an additional 10-minute break in the afternoon.

220.40 Professional Appearance

Professional circles generally accept the right of any organization to set regulations, standards and principles governing professional appearance and conduct. Administration reserves the right to interpret policy and to rule on misunderstandings or disagreements relative to the application of these standards.

Hawaii Conference employees play an important role in presenting to visitors and co-workers alike a positive image of Seventh-day Adventist Christian professionalism as exhibited through dress and personal appearance. Modest dress, personal grooming and overall professional appearance of employees reflect commitment to the highest levels of Christian values in dress and appearance. For these reasons, the Hawaii Conference expects its employees to dress in a manner that is professionally acceptable in a Seventh-day Adventist work environment.

230.20 Confidential Information

Many times within the Hawaii Conference office there are strictly confidential disclosures of a personal or organizational nature. Employees should protect themselves and the organization by not allowing the dissemination of such information to family, friends or strangers unless authorized to do so by the appropriate administrator.

230.40 Corporate Worship

Corporate worship is from 8:00 – 8:15 a.m. in the conference room. All are encouraged to attend.

230.60 Job Openings, Transfers, and Calls

Service Requirement – Employees with at least one year of service at the Hawaii Conference may apply for any current job openings.

Job Information and Posting – Notices for available jobs will give the following information: the job title; a brief description of the job; education, experience and skills required; the remuneration level; time of posting and expiration date. Job openings will normally be posted in church bulletins throughout the Hawaii Conference.

Eligible Candidates – Adequately qualified employees who apply for posted jobs will be considered. If the available position is not filled by a current qualified Conference employee, the position will be made available to other Seventh-day Adventist applicants.

Evaluation Criteria – Promotions and/or transfers will be based on performance evaluation, education, prior experience, applicable job skills, test results (if applicable) and/or recommendations. Seniority may be given special consideration where ability and other principal factors are comparatively equal.

Administrative Rights – Administration in counsel with the departments involved reserves the right to fill the vacancy after considering all available factors.

Review Provision – All promotions and/or transfers will be subject to a review at the end of 90 days at

which time the person's performance will be objectively evaluated. A reasonable effort will be made to make the new assignment a success.

Supervisor's Role – Supervisors are urged to be considerate of the job desires of their employees and to make it easy for them to transfer if they are offered another job that they are interested in accepting.

A. Transfers Initiated by Employees

1. **Employee Rights** – Employees shall have the right, for valid reasons, to request transfers. If necessary, they may request administration to intervene on their behalf in effecting a transfer.
2. **Procedure** – If an employee initiates a contact with another department, the representative of that department should accept the contact but shall advise the employee that in order to continue the contact, the Human Resources director must be contacted.

B. Change of Assignments Within Departments

1. **Procedure** – Department directors may effect changes in employee assignments within their respective departments provided no change in remuneration scale or budgetary provision is involved. Such internal transfers should be reported to the Human Resources director.
2. **Changes** – Changes in employee assignments within departments, which also involve changes in remuneration or of budgetary provisions, shall be submitted to the office manager for consideration.

C. Term of Service – An employee is expected to serve in a position for at least one year before requesting a transfer to being called to another department unless circumstances exist which are considered exceptional by administration.

D. Calls – From Other Organizations for Hawaii Conference Personnel

1. **Procedure** – Denominational organizations that are not a part of the Hawaii Conference shall obtain prior permission from administration to contact any Hawaii Conference employee. If permission for contact is granted, administration shall advise the department director regarding the forthcoming inquiry. The department director may request delay in the contact, not to exceed one week.
2. **Employee Rights** – The above procedure in no way precludes the right of an individual employee to make known a desire for a change of work or to initiate such a change.

240.00 Termination of Employment

1. **Procedure for Employee Resignation** - If an employee, for any reason, finds it necessary to discontinue employment, the employee shall submit in writing a notification of intention at least two weeks prior to the planned date of departure. This notice will give reasons for the resignation/termination and should be channeled to the immediate superior who, in turn, will present it to the Human Resources director. The employee is expected to report to the Treasury Department to make arrangements for accrued vacation/paid leave and to leave a forwarding address.
2. **Procedure for Termination by Employer** - The Hawaii Conference may terminate employees as circumstances arise such as the need to downsize for economic or other reasons, or the personal skills of the employee are no longer compatible with the job description. In such cases the Conference will give the employee, in writing, a notification of the termination or the reason for the termination at least two weeks in advance.
3. **Termination Form and Check Out** - The exiting employee will be given an exit interview form and a checklist of items to be returned to the treasury office on the last day of employment. The

employee is required to obtain signatures on the termination form and to return it to treasury. An exit interview will be conducted at that time.

240.20 Discipline and Termination Procedures

The purpose of disciplinary procedures is to provide a systematic and equitable means of dealing with employee violations of conditions of employment or other unacceptable practices and to assist employees in achieving optimum performance. The procedures outlined herein are for guideline purposes only and may be changed or omitted by the employer.

1. **Causes for Discipline** – Causes for discipline may include but are not limited to the following:
 - a. Violation of conditions of employment including job performance.
 - b. Violation of published policies and procedures.
 - c. Failure to comply with any reasonable job-related request by a supervisor.
 - d. Causing employee unrest by airing complaints in lieu of following established complaint and grievance procedures.
 - e. Failure to keep accurate records in the prescribed manner or submit valid reports.
 - f. Failure to abide by the published guidelines for time-keeping including regular clocking in and out.
2. **Gross Misconduct** – In the case of a serious violation of conditions of employment, including employee behavior or a significant failure to adhere to Hawaii Conference policies and procedures, the action of the Conference to discipline, including termination of employment, is immediate and final. The definition of gross misconduct will be determined by the employer.
3. **Procedures for Employee Discipline** – Excluding gross misconduct, procedures may include:
 - a. **Verbal Warning** – A verbal warning by the immediate supervisor directed to the involved employee. Successive verbal notifications shall be documented in the employee's personnel file.
 - b. **Written Warning** – A written notification by means of a letter which contains the following information:
 1. An outline of the problem area(s)
 2. Description of corrective action to be taken within the prescribed time frame
 3. Further action which will occur if improvement is not noted within this time frameA copy of this letter shall be given to the employee and a copy shall be sent to the Human Resources director and placed in the employee's personnel file.
 - c. **Evaluation** – At the end of the noted time frame, another session will be conducted between the supervisor and employee to discuss results since the initial counseling session. If desired improvement has not been made the Human Resources director shall be informed.
 - d. **Probation** – Administration shall take action placing the employee on probation. Another session with the employee will be held in which the employee is advised of the probationary action. A letter will follow from the Human Resources director confirming the probationary status and will be placed in the employee's file.
4. **Basis for Termination** – Any cause for discipline that is not corrected may lead to termination.

Causes may include but are not limited to the following:

- a. Violation of conditions of employment.
- b. Violation of published employment policies and regulations.
- c. Failure to practice the fundamental teachings and standards of the Seventh-day Adventist Church.
- d. Remarriage without Biblical grounds.
- e. Habitual tardiness and/or absenteeism.
- f. Misappropriation or misuse of organizational funds or other assets.
- g. Unauthorized possession or use of property belonging to the organization or other individuals.
- h. Inadequate effort to fulfill a job assignment or unsatisfactory performance.
- i. Committing, aiding, advocating or being convicted of a felony.
- j. Supporting or being involved with activities that is in conflict with the teachings and objectives of the Seventh-day Adventist Church.
- k. Persistent disregard or violation of sound principles of Christian interpersonal relationships or inability to maintain cordial relations with fellow employees.
- l. Refusal to accept a transfer or a justified reassignment.
- m. Attitude detrimental to the objectives and philosophy of the Hawaii Conference.
- n. Falsification of records, time reports or expense reports.
- o. Insubordination.
- p. Misuse of confidential information.

5. Procedures for Terminating Employees

At the time the decision to terminate employment occurs, before communicating the action to the employee and supervisor, legal counsel will review the documentation leading to the termination. The following may then begin:

- a. **Opportunity to Resign** – At the time the decision to terminate employment is made; the employee may be given the opportunity to resign. If the employee declines to resign, involuntary termination of employment will occur.
- b. **Termination Checklist** – Treasury will work closely with the department involved to complete the termination checklist.
- c. **Exit Documents** – Treasury will provide the exiting employee with required exiting documents.
- d. **Termination Settlement** – If a termination settlement is approved Treasury will provide the employee with the General Release document, which must be executed by the employee prior to any release of funds. The termination settlement provided will be in harmony with NAD Working Policy Y 36 (see section 420.80).
- e. **Letter to Employee** – Treasury will prepare a letter for the exiting employee outlining terms of the termination.

- f. **Settlement** –In the event an employee is dismissed, the Hawaii Conference will give a minimum of two week’s notice (except in the case of dismissal for gross misconduct). The Conference at its own discretion may pay the dismissed employee in lieu of notice. The employee who is dismissed for gross misconduct will receive the full remuneration that he/she has earned up to the time of discharge and applicable termination settlement.

240.40 Grievance Procedures

Should feelings arise that an employee has not been justly treated, the following procedures should be pursued:

1. **Initial Discussions** - The issue or problem in question should first be discussed with the immediate supervisor or the Ministerial Director in the case of pastors. If the potential cause of the issue or problem in question is the immediate supervisor, the employee may, at his/her option, bypass the immediate supervisor and proceed directly to the Treasurer or the next highest supervisor.
2. **Grievance Committee** - If the foregoing steps do not result in the resolution of the issue, the complainant has the right to request the Treasurer for a hearing before a grievance committee. The complainant must provide a list of specific issues for the grievance committee to consider. The grievance committee shall present its recommendations to administration, which shall take an action, as ADCOM deems appropriate. Should this step fails to bring satisfaction the final step is a hearing before the Executive Committee. The Executive Committee’s evaluation and resolution of the problem will be considered final.
3. **Third Parties** - No third parties shall participate in either the hearing before the grievance committee, ADCOM, or the Executive Committee. No written or electronic transcript of the hearing before the grievance committee, ADCOM, or Executive Committee shall be kept by the employer or the employee. The evaluation and the resolution determined by the grievance committee, ADCOM, and/or the Executive Committee may be verbal and/or written.

250.00 Leaves of Absence

1. **Procedure** - Leaves of absence may be granted for study programs, or extenuating circumstances. Requests must be submitted in writing to the Ministerial Director for Pastors, or supervisor/department director for all other employees for consideration by ADCOM. Leave requests for family and medical purposes should be requested in accordance with section 420.40.
2. **Conditions** – If a leave of absence is approved by ADCOM, conditions shall be clearly defined and communicated to the employee in writing. These shall include the length of the leave of absence, financial assistance, continuation of benefits, if any, and the responsibility, if any, of the Hawaii Conference to re-employ the person. For family and medical leave absence purposes see section 420.40.

250.20 Time Off Without Remuneration

1. **Requests** – Employees who desire a few weeks of time off without remuneration for personal reasons shall submit their request to their department director. For family and medical leave absence purposes see section 420.40.
2. **Approval** – If the department director approves, the request shall be referred to the Treasurer or ADCOM for final approval.

250.40 Information and Technology Services (ITS)

1. **Confidential Information** - Frequently within the Hawaii Conference office, personal and organizational disclosures are made which are strictly confidential. Employees are expected to handle this information professionally as follows:

- a. **Official Use Only** – Employees are to look up information pertinent to their friends or acquaintances only as necessary in their work.
- b. **Sharing of Information** – Do not disseminate information to any person, inside or outside of the Hawaii Conference, except as authorized by the appropriate authority.
- c. **Disposal** - Properly dispose of confidential records, including computer printouts, which have served their purpose, according to the provisions of the record retention schedule.
- d. **Encrypted Data**- Treasury must be able to decrypt any data encrypted on Hawaii Conference equipment. Records of all security keys and passwords and other Treasury data should be reported to Treasury.

2. Security

- a. To help prevent unauthorized access to computer information, please follow these precautions:
 - 1. You must keep your password confidential. Remember your password is like your house key.
 - 2. Log off or lock your workstation before leaving it. Turn it off each day when you leave work.
 - 3. Do not attempt to circumvent computer security and report known attempts or weaknesses to your supervisor.
 - 4. Use only the computer accounts authorized for your work assignments.
 - 5. Portable media (pen drives, CDs, DVDs, floppy disks, laptops, external hard drives, etc.) should be secured appropriately and relatively to the sensitivity and privacy of the data they contain.
 - 6. Each user is responsible for the safety and security of his/her data and equipment by observing the following:
 - i. Keeping removable data storage devices in a locked box or area when not in use.
 - ii. Not leaving his/her data on screen or removable data storage in machine when gone for more than one hour from the workstation.
 - iii. Making weekly back-ups of all data.
- b. Appropriate disciplinary action will be taken for intentional misuse of confidential information.

3. Software

- a. Software is provided by the Treasury department. Any additional software needed must be approved by ADCOM prior to purchase and must be properly licensed prior to installation.
- b. Software used in the course of work should conform to office-wide standards established by ADCOM.

4. Hardware

- a. All hardware should be approved by ADCOM prior to purchase.
- b. Personal and donated devices of any kind must be approved by the Treasury

department prior to being used or being connected to Hawaii Conference network or equipment.

- c. No computer equipment will be moved from the designated location without approval from Treasury.
- d. No equipment will be removed from the building without permission from Treasury.

5. Guidelines for Personal Use of Information Systems Services:

- a. **Requests for Personal Use** - Personal use of Hawaii Conference resources is generally not permissible and use of Hawaii Conference resources for commercial purposes is absolutely prohibited. Personal use of Hawaii Conference resources is defined as use of services or equipment for other than Hawaii Conference purposes. Commercial purposes shall include, but are not limited to, activities such as writing documents, development of software or performing services for hire or material reward. For purposes of this definition personal use would occur only during the employee's own time. Personal use of Hawaii Conference resources requires approval as provided in section B (Procedure) below.
- b. **Procedure** - Requests for personal use of Hawaii Conference resources will be directed to the Treasury department in the same manner as other requests for Hawaii Conference service. The Treasury department will generally look with favor on such requests only if it represents work that is somehow job-related, improves the operating situation for the employee or in some manner benefits the Hawaii Conference. The request for use of Hawaii Conference resources must be accompanied by an endorsement and positive recommendation of the department director.
- c. **Understanding** - If the Treasury department approves the use of Hawaii Conference resources for personal use it will be clearly understood that:
 - 1. The work must be accomplished in accordance with any special instruction given by the Treasury department.
 - 2. Employees shall be responsible for learning the appropriate data security procedures and shall apply those procedures when appropriate to protect sensitive data.
 - 3. Employees shall use their own supplies.
 - 4. The Hawaii Conference assumes no liability for any loss of the employee's personal property, papers, electronic data, etc., due to theft, damage, natural causes, malicious or negligent acts, as a result of fellow employees performing their duties, or for any other reason.
 - 5. The Hawaii Conference will hold the individual employees responsible for any loss or damage to equipment, loss of value of electronic data, or legal action taken against the Hawaii Conference as the result of:
 - i. the employee's malicious or negligent actions
 - ii. the employee acting to infringe upon any copyright or to violate with any other party. Such actions shall include, but are not limited to, unauthorized use or reproduction of any program, document, or data that is owned or used by the Hawaii Conference or protected by any copyright.

6. Authorized Use of Computer Equipment

- a. **Consent** - Hawaii Conference employees are prohibited from using computer equipment (personal computers, printers, desktop publishers, word processors, image scanners, etc.)

without the consent of the employee to whom the equipment has been assigned.

- b. **Unauthorized Software** - Also prohibited is the use, however infrequent, of any unauthorized software on Hawaii Conference equipment. Any prohibited use constitutes misuse of Hawaii Conference resources and is subject to disciplinary action. See Section 4-3 – Software.
- c. **Liability** - The Hawaii Conference assumes no liability and will hold the offending employee(s) responsible for the consequences of any prohibited use of computer equipment or of any unauthorized use of software on Hawaii Conference equipment resulting in any loss, cost, expense, legal action or liability including, but not limited to, any claim of or liability for any infringement upon or any violation of any patent, copyright, trade secret or any other proprietary right of any third party.
- d. **Guidelines for Hawaii Conference Use of Employee's Personal Equipment**
 - 1. **Definition** - The Hawaii Conference use of employee's personal equipment shall be defined as the employee working at the Hawaii Conference using his/her own equipment.
 - 2. **Criteria** - Access to the in-house Hawaii Conference computer network by personally owned equipment may be allowed if:
 - i. The use is approved and supervised by Treasury.
 - ii. Treasury can establish adequate security procedures.
 - iii. Adequate computer resources are available.
 - 3. **Working at the Office** - Normally the internal policy that employees are not to work away from the office in lieu of working at the office shall be observed. Exceptions to this are approved by the department director, with counsel from the Human Resources director.
 - 4. **No Financial Consideration** - No financial consideration shall be made for the use of personal equipment.

250.60 Electronic Mail Policy

The Hawaii Conference provides its employees with electronic mail (e-mail) communications. The primary purpose of the e-mail system is to expedite necessary business communications between two or more individuals. As such, the use of e-mail is for the Hawaii Conference's business purposes. Use of email is a privilege and may be revoked at any time.

Email Accounts

The employee-user must first be authenticated through a Hawaii Conference -assigned network username and password. The username and password is the responsibility of the individual to whom it is assigned. Any authorized use of the username and password by other individuals (i.e. family members) to gain access to the Hawaii Conference network and internet makes that user responsible for any and all actions of the individuals.

The Hawaii Conference reserves and intends to exercise the right to review, audit, intercept, access and disclose all messages created, received, or sent over the electronic mail system.

Personal Use

The use of e-mail through the Hawaii Conference network is primarily for business purposes. Incidental personal use of the electronic mail system is permitted. However, the personal use of e-mail should not interfere with Hawaii Conference operations, nor should it cause any harm or embarrassment to the Hawaii

Conference or its constituency. Any personal use of e-mail is (expected to be on the employee's own time and is) not to interfere with the employee's responsibilities.

Proper and Ethical Use of Electronic Mail

The Hawaii Conference e-mail system is not to be used to create, communicate, send or forward any offensive, disruptive, pornographic or discriminatory messages. Further, the e-mail system shall not be used to send or receive copyrighted material, trade secrets, proprietary financial information, confidential files or similar materials without prior authorization.

In general, employee-users should exercise the same restraint and caution in drafting and transmitting e-mail messages as they would when writing a memorandum or letter and should assume that their message will be saved and reviewed by someone other than the intended recipients.

250.80 Internet Use Policy

Use of Internet

Access to the internet through the Hawaii Conference network is a privilege and carries responsibilities reflecting responsible and ethical use. The employee must first be authenticated through a Hawaii Conference -assigned network username and password. The username and password is the responsibility of the individual to whom it is assigned. Any authorized use of the username and password by other individuals (i.e. family members) to gain access to the Hawaii Conference network and internet makes that employee-user responsible for any and all actions of those individuals.

Employees should not expect that transmissions made through the Hawaii Conference network are confidential. Although an employee will be given a username and password, this does not insulate transmissions from employer review for business purposes.

Personal Use

Normally personal use of the internet on Hawaii Conference computers is discouraged. The employee-user is reminded that use of any and all Hawaii Conference equipment is primarily for the purpose of Hawaii Conference business. Any personal use of the internet is expected to be on the user's own time and is not to interfere with the employee's job responsibilities.

The employee-user should take extreme caution when downloading software or files from the internet. It is mandatory that you comply with copyright and trademark laws when downloading material from the internet. Downloading of all executables or programs should be done with the advice and consent of the Treasury.

Use of video and audio streams, downloads, and uploads should be limited. One person's overuse of large content transfers can negatively impact the quality of internet service for the entire office.

260.00 Harassment [NAD WP E 84]

Working Environment [E 84 05] – The Hawaii Conference values the dignity of all human beings as children of God and recognizes its responsibility to all employees to maintain a working environment free from harassment. It endeavors to achieve this environment through educating employees that harassment violates the law and will not be tolerated by the Conference. The Conference also endeavors to prevent harassment by publishing this policy, by developing appropriate sanctions for misconduct, and by informing all employees of their right to complain of harassment.

To maintain a work environment free of harassment and assist in preventing inappropriate workplace conduct, the Hawaii Conference expects each Hawaii Conference organization to take the following actions:

1. Develop a harassment policy and complaint procedure;

2. Designate an officer to serve as the individual to whom complaints of harassment can be made in addition to an employee's departmental director;
3. Supply each employee with a copy of the harassment policy and complaint procedure; and
4. Have each employee acknowledge receipt of this policy and complaint procedure, which will be maintained in the employee's personnel file.

Employee Personal Conduct (E 84 10) - Employees of Hawaii Conference organizations are to exemplify a Christ-like life and should avoid all appearances of wrong doing. They should not engage in behavior that is harmful to themselves or others or that casts a shadow on their dedication to the Christian way of life. Personal attire, posters, banners, bumper stickers, tags, flags, and other symbols whose message, historically or currently, is, or could reasonably be construed to be, one of prejudice, discrimination, or that is inflammatory, must not be displayed anywhere on the premises of the Hawaii Conference or its organizations, or while representing the Hawaii Conference in any capacity. Employees should respect and uplift one another. Employees should never be placed in a position of embarrassment, harassment, ridicule, belittlement or disrespect because of their gender, race, color, national origin, age or disability. To do so would be a violation of God's law and civil laws protecting human rights and governing workplace conduct.

Sexual Harassment [E 84 15] – Sexual harassment is a form of harassment that involves unwelcomed sexual advances, requests for sexual favors or other verbal, written or physical conduct of a sexual nature when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; or
2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting an individual; or
3. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creates an intimidating, hostile or offensive working environment.

Improper Conduct [E 84 20] – Improper conduct by the employer, co-workers and, in some instances, non-employees includes, but is not limited to:

1. Any subtle or other pressure or request for sexual favors or activity, including any suggestion that an applicant's or employee's giving in to or rejecting sexual advances will have an effect on that person's employment or terms of employment;
2. Unwelcomed sexual flirtation or propositions;
3. Unnecessary or inappropriate touching of a sexual or abusive nature (e.g., patting, pinching, hugging, repeated brushing against another person's body);
4. Displays, whether worn on the person, displayed in offices or on personal vehicles parked in parking lots used by the Hawaii Conference or its organizations sexually suggestive pictures, drawings, cartoons or objects or other erotica;
5. Threats or demands for sexual favors;
6. Unwelcomed or derogatory statements related to gender, race, color, national origin, age or disability (for example, kidding, teasing, degrading jokes or offensive comments or tricks);
7. Demeaning or degrading comments about an individual's appearance;
8. Denying an employee the opportunity to participate in training or education on account of gender, race, color, national origin, age or disability;

9. Limiting opportunities for promotion, transfer or advancement on account of gender, race, color, national origin, age or disability; or
10. Requiring a protected employee to perform more difficult tasks or less desirable work assignments in order to force them to retire or resign from employment.

Reporting Incidents (E 84 25) - Employees who believe that they have been harassed should immediately take the following steps:

1. Make it clear that such conduct is offensive and should be stopped immediately; and
2. Report the incident to the immediate department director or to the designated officer of the organization to whom complaints can be made. The initial report should be followed by a written statement describing the incident and identifying potential witnesses.

Third-Party Reports (E 84 30) - Employees who are aware of incidents of potential workplace harassment toward others are to report such incidents to their department director or the designated officer to whom complaints can be made.

Investigation (E 84 35) - Complaints of harassment shall be promptly handled and maintained in confidence to the extent possible.

Discipline (E 84 40) - A violation of this policy may result in discipline, up to and including dismissal from employment.

Prohibition of Retaliation [(E 84 45)] - The Hawaii Conference prohibits retaliation against employees complaining of harassment.

260.10 Sexual Misconduct in Church Relationships Involving Denominational Employees, Approved Volunteers, or Endorsed Chaplains – Model Procedures [NAD WP E 87]

Introduction (E 87 05) –

1. *Appearances of Wrongdoing* – Denominational employees, volunteers, and endorsed chaplains shall exemplify a Christ like life and avoid all appearances of wrongdoing. They must not engage in behavior that is harmful to themselves or others. Denominational employees, volunteers, and endorsed chaplains should respect every individual. To do otherwise is not consistent with the Christian life.
2. *Violations of Christian Principles* – Sexual Misconduct is a violation of Christian principles. Sexual Misconduct is never condoned by the Seventh-day Adventist Church. Denominational employees, volunteers, and endorsed chaplains are entrusted with sacred responsibilities, which include refraining from Sexual Misconduct. It is expected that persons functioning in these roles will not engage in such behavior.
3. *Improper Actions Compromise the Church and Its Message* – The Church and its message are compromised by improper actions of employees, volunteers, and endorsed chaplains. Church organizations seek to respond to situations where the fitness of a person for service to the Church is called into question due to accusations of Sexual Misconduct. Church organizations also seek to advance the healing and integrity of all persons influenced by its ministry.

Purpose (E 87 10) –

1. *Model Procedures* – The purpose of this policy is to provide model procedures for use by church entities that respond effectively to allegations of Sexual Misconduct against denominational employees and volunteers. The North American Division strongly recommends that all local conferences, union conferences, educational, and health care institutions, and all other North American Division church-

related entities and boards establish procedures to address Sexual Misconduct.

2. *Implementation* – Organizations which adopt these procedures shall inform those responsible regarding the implementation of such procedures. These organizations shall also take reasonable steps to inform members, denominational employees, volunteers, endorsed chaplains, students, and others of these procedures. All church organizations must determine and comply with the abuse reporting requirements of their state or province. If government agencies or authorities become involved in allegations pertaining to Sexual Misconduct, all individuals are reminded of their duty to cooperate.
3. *Policy Limitations* – This policy is not intended to supersede any conflicting provisions in existing personnel policies, valid contracts, or any provisions of the *Seventh-day Adventist Church Manual*. In the event of any such conflict, the organization or entity enacting procedures to address Sexual Misconduct should consult legal counsel to eliminate the conflict.
4. *Unusual Situations* – Further, this policy will not address every Sexual Misconduct situation that may arise in a given territory. It is expected that the officials of the North American Division entities using the procedures will consult their attorneys, executive committees, and boards when an area of conflict arises that is not specifically addressed in these procedures.

Definitions (E 87 15) –

1. *Accuser* - Any person, regardless of church membership, alleging Sexual Misconduct by a denominational employee, volunteer or endorsed chaplain of a local entity or administration. An Accuser may also be a minor's parent or guardian, or any other representative recognized by the Sexual Ethics Committee (SEC), or the legal representative of an incompetent adult.
2. *Accused* – A denominational employee, volunteer or endorsed chaplain who is alleged to have committed Sexual Misconduct while in the course and scope of his/her employment or volunteer status.
3. *Administration* – The Executive Officers of the Local Entity, also referred to as the Designated Officers.
4. *Church* – For this policy, “church” means the local conference, union conference, or the North American Division, of which the employing or appointing entity or organization is a part.
5. *Concerned Care Practitioner Pool (CCPP)* – A group of Concerned Care Practitioners in a local conference or union conference of the North American Division of the General Conference of Seventh-day Adventists.
6. *Concerned Care Practitioners (CCPs)* – Trained professionals in the areas of theology, counseling, psychology, or other related disciplines, who will assist in the process of hearing a complaint. A Concerned Care Practitioner shall serve as an intermediary between the Accuser and the Executive Officers/Administration for the purpose of fact gathering in situations where an Accuser cannot or will not approach the Executive Officers/Administration at the local level.
7. *Denominational Employee* – Any individual who is employed by a Local Entity.
8. *Designated Officers* – The Executive Officers at the local conference, union conference, institution or North American Division of which the employing or appointing organization or entity is a part, who is responsible for initiating the procedures set forth in this policy, generally the two or three Executive Officers (i.e., President, Executive Secretary, and Treasurer), whichever is applicable, unless one or more of the Officers is the Accused, in which case it shall generally be the Executive Officers of the next larger administrative body, or in the case of an institution, the Chair, Vice-Chair and a board member selected by the Board of the institution. The Designated Officers shall have the

authority to delegate tasks in the procedures of this policy.

9. *Discipline Committee* – The group responsible for the discipline of church employees or Volunteers. The Discipline Committee will normally be determined by the organization's Executive Officers.
10. *Endorsed Chaplain* – A person who is a duly-licensed/credentialed minister of the Church with ecclesiastical appointment to serve as a chaplain.
11. *Incompetent Person* – A person, who because of health, age, or mental capacity, is legally unable to consent.
12. *Local Entity* – The entity at which the alleged act(s) of Sexual Misconduct occurred.
13. *Member Entity* – An entity listed in the Seventh-day Adventist *Yearbook* as a member of the North American Division of the General Conference of Seventh-day Adventists.
14. *Perpetrator* – An Accused who is determined by the Sexual Ethics Committee (SEC) to have committed Sexual Misconduct.
15. *Response* – A written document(s) prepared by the Accused detailing his/her response to the allegation(s) of Sexual Misconduct.
16. *Sexual Ethics Committee (SEC)* – The five-member committee that is appointed from the Sexual Ethics Pool (SEP) by the Designated Officers to consider complaints.
17. *Sexual Ethics Committee Chair (SEC Chair)* – A member of the Sexual Ethics Committee, appointed by the Designated Officers to assume administrative responsibilities for the Sexual Ethics Committee as necessary.
18. *Sexual Ethics Pool (SEP)* – A group comprised of qualified appointees, from which Sexual Ethics Committees are selected as needed. (*See NAD WPE 87 25 Selection of Sexual Ethics Pool.*)
19. *Sexual Harassment* – Any unwelcomed sexual advance, request for sexual favors, and/or other verbal or physical conduct, which may include, but is not limited to sexually suggestive comments or jokes, crude language, and unwelcomed physical contact which is of a sexual nature:
 - a. Made either explicitly or implicitly a condition of employment or volunteer relationship;
 - b. Used as a basis for affecting those relationships; and/or
 - c. Creates an intimidating, hostile, and/or offensive environment.
20. *Sexual Misconduct* – Improper sexual behavior including any of the following:
 - a. Actual or attempted sexual contact with a minor or with any person where there exists a relationship with inequality of power;
 - b. Actual or attempted rape or sexual contact by force, threat, or intimidation;
 - c. Criminal behavior of a sexual nature.
 - d. Possession, manufacture, distribution or access with intent to view child pornography.
21. *Submission* – A written document(s) prepared by the Accuser detailing the allegations of Sexual Misconduct.
22. *Accuser* – An Accuser becomes a Victim when in consultation with the three Executive Officers or the Concerned Care Practitioner and the investigation has been concluded and the Designated Officers have determined that the Accused has committed Sexual Misconduct.

23. *Victim* – Any individual whose allegation(s) of Sexual Misconduct has been determined by the Executive Officers/Administration or the Sexual Ethics Committee (SEC) to more likely be true than untrue.
24. *Volunteer* – Any individual whose labor or service is requested by and donated to the Church, and who is under the Church's direction or supervision. The existence of a monetary stipend for reimbursement of expenses does not negate Volunteer status.

Guiding Principles and Concepts Underlying the Development of this Policy (E 87 20) –

1. *Serious Treatment of Accusations* – All accusations of Sexual Misconduct shall be taken seriously. No accusation shall be dismissed without a response, and all shall be processed in a timely manner. The Accused and the Accuser shall be treated with respect.
2. *Paths for Review* – The Accuser may bring his/her allegations of Sexual Misconduct to the attention of the Executive Officers of the Local Entity or to the attention of the organizational Concerned Care Practitioner.
3. *Presumptions* – The filing or failure to file a complaint or denial shall not be deemed to be conclusive evidence of any issue, but may be considered as part of the evidence received by the Concerned Care Practitioner or the Designated Officers.
4. *Protection of All Involved* – The confidentiality of those involved, including the Accused and the Accused's family, the Accuser and the Accuser's family, shall be respected.
5. *Discipline* – A denominational employee, volunteer, or endorsed chaplain who has engaged in Sexual Misconduct is subject to discipline as outlined in the North American Division Working Policy, Seventh-day Adventist Church Manual, applicable personnel policies, or employment contracts.
6. *Expenses* – The expenses incurred to implement this policy should usually be borne by agreement between church entities. The goal of this policy is the protection of the members, the employees, and the mission of the church; therefore, a primary beneficiary of these procedures is the overall church and its members.
7. *Unbiased Considerations* – To protect the integrity of the proceedings outlined in this policy, the Designated Officers and the members of the Sexual Ethics Committee (SEC) shall be free of actual or apparent bias, prejudice, predisposition or conflict of interest that may be material to the issues, proceedings, or individuals involved. Any of these individuals who are or appear to be biased, prejudiced, predisposed, or have a conflict of interest, shall be replaced or excluded from appointment. The Discipline Committee should also be free of actual or apparent bias, prejudice, predisposition, or conflict of interest that may be material to the issues, proceedings, or individuals involved.
8. *Local Entity Issue* – It shall be the recommendation of the North American Division that member entities address issues involving Sexual Misconduct. Such review and discussion should involve procedures in which an Accuser can state the nature and facts that constitute the accusation sufficiently to allow for an examination of the accusation and appropriate action, if factually supported. Such review and discussion may be formal or informal, but it should involve the Executive Officers.
9. *Role of the Concerned Care Practitioners (CCP)* – In situations where the Accuser feels uncomfortable in expressing his/her concerns to the Executive Officers/Administration at the Local Entity or the Accuser will not communicate directly with the Executive Officers/Administration, due to conflict of interest or other unforeseen issues, it shall be the recommendation of the North American Division that a Concerned Care Practitioner (CCP) be made available to the Accuser. Such Concerned

Care Practitioner (CCP) shall have a limited role. The function of the Concerned Care Practitioner (CCP) shall be to gather facts from the Accuser and present such facts to the Executive Officers/Administration. The Concerned Care Practitioner (CCP) may be asked to maintain a role throughout any follow up investigation by the Executive Officers/Administration, where applicable, to assist in formulating questions or on any follow up questions that the Executive Officers/Administration may have to assist in resolution.

The Concerned Care Practitioner (CCP) shall not render advice on actions to be considered or conduct an investigation outside fact gathering from the Accuser. The Concerned Care Practitioner (CCP) shall agree to keep the issues revealed through the role of Concerned Care Practitioner (CCP) confidential to the extent permitted by law.

Usually, the Concerned Care Practitioner (CCP) will personally meet with the Accuser and listen to the allegations. The Concerned Care Practitioner (CCP) may ask for a written account of the allegations beyond the Submission. Once the Concerned Care Practitioner (CCP) has completed the fact finding, he or she shall report to the Executive Officers/Administration. Such report may be in writing or it may be verbal at the Executive Officers/Administrations' sole discretion.

The Concerned Care Practitioner (CCP) shall advise the Accuser that while the Concerned Care Practitioner (CCP) shall endeavor to respect the Accuser's privacy, the facts revealed shall be reported to the Executive Officers/Administration. The Concerned Care Practitioner (CCP) shall advise the Accuser that copies of any documents prepared or submitted shall be shared with the Executive Officers/Administration.

The Concerned Care Practitioner (CCP) shall advise the Accuser that the Concerned Care Practitioner (CCP) is not an advocate and that there is no counselor/counselee relationship established by their relationship. The relationship is simply for the purpose of fact gathering by a neutral third party removed from the Executive Officers/Administration and that such facts gathered shall be reported to the Executive Officers/Administration.

Once the Concerned Care Practitioner (CCP) has completed the fact gathering task, the Concerned Care Practitioner (CCP) shall report to the Executive Officers/Administration in a timely fashion and consistent with this policy. The Concerned Care Practitioner (CCP) shall thereafter, have no involvement in subsequent actions by the Executive Officers/Administration unless asked to provide additional assistance solely by the Executive Officers/Administration.

Selection of Concerned Care Practitioners Pool (CCPP) (E 87 23) –

1. The Concerned Care Practitioners Pool (CCPP) shall be selected by the local conference, union conference, or division executive committee and to the extent practicable, reflect the diversity of members. In small rural areas where a Concerned Care Practitioners Pool (CCPP) may not have sufficient members from which to select a pool, the next larger organization should be considered to provide assistance.
2. *Members Qualifications* – Members selected to serve on the Concerned Care Practitioners Pool (CCPP) shall:
 - a. Be members of a local congregation in regular standing;
 - b. Be free of predisposition, bias or conflict of interest that may be material to the proceedings or issues involved; and
 - c. Have knowledge of the subject of Sexual Misconduct.
3. *Confidentiality Agreement* – Confidentiality of the Concerned Care Practitioners Pool (CCPP) is

of utmost importance. Each member of the Concerned Care Practitioners Pool (CCPP) shall sign a confidentiality agreement from the entity where he/she is serving to ensure that the member understands the duty, extent, and nature of confidentiality.

4. *Indemnification Letter* – Each member of the Concerned Care Practitioners Pool (CCPP) shall receive an indemnification letter from the entity where he/she is serving, holding him/her harmless from suits that may arise from that service.

Procedures for the Concerned Care Practitioners (CCPs) (E 87 24) –

1. Once the Executive Officers/Administration at the local level becomes aware of an allegation of Sexual Misconduct, they shall notify the Accuser of his or her option to present the details of the accusation to the Executive Officers/Administration or to meet with a Concerned Care Practitioner (CCP) who shall, thereafter, present the facts discovered to the Executive Officers/Administration of the Local Entity.
2. The Accuser shall within ten (10) business days, elect either the Executive Officers/Administration or a Concerned Care Practitioner (CCP) for communication purposes. Election shall be in writing to the Executive Officers/Administration. If no election is made, the Executive Officers/Administration will assume that the Officers/Administration and the Concerned Care Practitioner (CCP) shall not be made available. A list of three members from the Concerned Care Practitioners Pool (CCPP) shall be provided to the Accuser from which to select. If a Concerned Care Practitioner (CCP) is elected, the Executive Officers/Administration shall assign the matter to a member of the Concerned Care Practitioners Pool (CCPP). Such assignment shall include a copy of the written submission. It may include a summary of the problem prepared by the Executive Officers/Administration as well.
3. Once the Accuser makes his or her election, the Accuser shall submit a Submission of the facts supporting the accusation. The Accuser shall be advised that the Submission is not confidential and may be shared with interested parties. The Accuser shall be advised that a Submission is required.
4. If a Concerned Care Practitioner (CCP) is elected, the Accuser shall meet with the Concerned Care Practitioner (CCP) to further explain the content of the Submission or answer any questions the Concerned Care Practitioner (CCP) may have. The Concerned Care Practitioner (CCP) will, thereafter report the facts to the Executive Officers/Administration who may inquire into additional facts, but shall not contact the Accuser, except through the Concerned Care Practitioner (CCP). Moreover, the Concerned Care Practitioner (CCP) shall not conduct an investigation beyond contact with the Accuser.
5. If the Accuser elects to work with the Executive Officers/Administration, the Executive Officers/Administration shall read the Submission and meet with the Accuser. Thereafter, additional investigation may take place where appropriate including following up with the Accuser.
6. Once the investigation, if any, is complete, the Executive Officers/Administration will make a determination of findings based on the strength of the facts discovered and the nature of such facts. Any such action, such as employee discipline, shall conform to the relevant policies and processes of the Local Entity.
7. The Accuser shall agree to hold the Concerned Care Practitioner (CCP) harmless from any and all liability.
8. If the Executive Officers/Administration, after attempting to address the issue of Sexual Misconduct at the Local Entity, believes that the issue remains unresolved, then the Executive Officers/Administration, in its sole discretion may engage a Sexual Ethics Committee (SEC) as set

forth in NAD *Working Policy E 87*, beginning with the selection of the organizations Sexual Ethics Pool (SEP) if one has not already been selected.

Selection of Sexual Ethics Pool (SEP) (E 87 25) –

1. If deemed necessary, by the Designated Officers, the Sexual Ethics Pool (SEP) shall be selected by the local conference, union conference, or division executive committee and to the extent practicable, reflect the diversity of members.
2. *Members Qualifications* – Members selected to serve on the Sexual Ethics Pool (SEP) shall:
 - a. Be members of a Seventh-day Adventists congregation in regular standing;
 - b. Be free of predisposition, bias or conflict of interest that may be material to the proceedings or issues involved; and
 - c. Have knowledge of the subject of Sexual Misconduct.
3. *Confidentiality Agreement* – Confidentiality of the Sexual Ethics Pool (SEP) is of utmost importance. Each member of the Sexual Ethics Pool (SEP) shall sign a confidentiality agreement from the entity where he/she is serving to ensure that the member understands the duty, extent, and nature of confidentiality.
4. *Indemnification Letter* – Each member of the Sexual Ethics Committee (SEC) shall receive an indemnification letter from the entity where he/she is serving, holding him/her harmless from suits that may arise from that service.

Preliminary Process for a Sexual Ethics Committee (SEC) (E 87 30) –

1. *Activate the Process* – Upon receiving a report or learning of alleged Sexual Misconduct by an employee, volunteer, or endorsed chaplain, the Accused's immediate supervisor or chief administrative officers of the institution or entity involved shall activate the appropriate process as outlined, if other attempts at resolution have not been successful:
 - a. For allegations, suspicions, or knowledge of Sexual Misconduct (abuse) involving a child.
 - 1) Notify the Designated Officers of the report or knowledge; and
 - 2) Immediately report all allegations or knowledge of Sexual Misconduct/abuse involving a child to local authorities as necessary to comply with applicable child abuse reporting statutes, and to Adventist Risk Management, Inc. and applicable liability insurance carriers;
 - 3) Inform the individual of the accusation, allegation, or suspicion of child sexual abuse; and an appropriate individual may be made available to the Accused early on in the process to serve as an interpreter of the process. This appropriate individual shall explain to the Accused the process to be followed in response to the complaint.
 - 4) Review [NAD WP] E 87 50-4 Response in Situations Involving Minors, for more information regarding situations involving minors. (See E 87 10-2, Implementation, for information on cooperation with government agencies and authorities).
 - b. For child Sexual Misconduct alleged to have taken place in prior years when the Accuser was a minor.
 - c. For Sexual Misconduct alleged to have taken place when the Accuser and Accused are adults. In a, b, and c, complaints should be lodged with and addressed by the organization where the employee/volunteer currently serves.

2. *Integrity of the Affected Entities* – The Designated Officers shall take steps to maintain the integrity of the affected institution or entity and those involved in the dispute. This may include recommending to the disciplinary body that the Accused be placed on administrative leave with pay and without prejudice, or that a Volunteer be prohibited from carrying on his/her volunteer duties. Under such circumstances, the Accused shall not engage in any church-related duties until the investigation has been concluded and findings have been issued. Other prudent courses of action must also be considered.
3. *Meet With the Accuser* – When notified, the Designated Officers shall immediately convene a meeting with the Accuser to:
 - a. Hear the allegations.
 - b. Request the Accuser to file a written complaint which shall include the name of the Accused, details including the date(s), place(s), nature of the offense(s), and verification by the Accuser. The complaint shall be verified as follows:

I, _____, do verify and affirm that
the within factual accusations of Sexual Misconduct are true
and correct to the best of my knowledge.

Dated this _____ of _____, 20____,

At _____
(City)

(State or Province)

(Signature of Accuser)

(Signature of Designated Officer/Administrator)

- c. Inform the Accuser that the facts gathered from the written complaint and/or verbal statements, and his/her name will be disclosed in discussion with the Accused.
- d. Request the Accuser to appear before the Sexual Ethics Committee (SEC), if applicable, and
- e. Explain to the Accuser the process to be followed in response to the complaint and provide a copy of this policy.
- f. Report the initiation of these proceedings:
 - 1) For an Accused employee: to the Accused's employing entity or organization and the local conference, union conference, or the North American Division of which it is a part; or

- 2) For a Volunteer: to the Accused's appointing organization and the church board of the congregation of which the Volunteer is a member.
- 3) For an Endorsed Chaplain: to the Accused's endorsing office, Adventist Chaplaincy Ministries.
- g. Explain to the Accuser that if the Accuser at any time chooses not to participate, the process shall continue if there appears to be sufficient evidence to believe that an act of Sexual Misconduct may have occurred.
4. *Meet With the Accused* – As soon as practicable, the Designated Officers shall convene a meeting with the Accused to:
 - a. Discuss the allegations made in the verified written complaint.
 - b. Explain to the Accused the process to be followed in response to the complaint and provide a copy of this policy; and
 - c. Request that the Accused submit a verified written Response to the complaint and discuss with the Designated Officers any additional verbal response the Accused may wish to have considered. The written Response shall be verified as follows:

I, _____, do verify and affirm that the within factual statements and denials set forth in this answer are true and correct to the best of my knowledge.

Dated this _____ of _____, 20____,

At _____

(City)

(State or Province)

(Signature of Accused)

(Signature of Designated Officer/Administrator)

- d. After meeting with the Accused, the Designated Officers shall review all of the facts and issue a decision (such as in a case where the facts are not disputed by the Accused), or if necessary, begin the process of selecting the five-member Sexual Ethics Committee (SEC).
5. *Investigative Process Omitted* – Should the Designated Officers alone, or in consultation with the organizations' administrative leadership or with the selected Sexual Ethics Committee (SEC) members and the concurrence of a majority of those members, determine that the allegations of the Accuser are of a nature that could be best resolved between the parties, and there is no factual dispute, then the investigative process may be omitted, provided the Accuser, Accused, and the applicable disciplinary body agree. The notification procedure contained in the decision process, and the disciplinary process,

shall be followed as necessary. Should this process not be successful, the matter shall be referred back to the Designated Officers, who shall then initiate the investigative process.

Investigative Process (E 87 35) – The Sexual Ethics Committee (SEC), meeting as a group only, may be enlisted to investigate the allegations through information and documentation from the Accuser, the Accused, and other appropriate sources. At its discretion, the Sexual Ethics Committee (SEC) may meet with parties and witnesses, receive and consider written documents, photographs, and other relevant materials; consider any court or administrative proceedings, including criminal convictions and pleas; and may determine the manner and form in which such evidence is received. Because these proceedings are administrative in nature, if the Sexual Ethics Committee (SEC) is involved, it shall have complete control over the hearing format including whether cross-examination of parties will be prohibited, and what evidence will be admitted.

1. *Convene Meeting of All Parties* – After reviewing the verified written complaint (Submission) of the Accuser and the Response of the Accused, the Sexual Ethics Committee (SEC) may convene a meeting of the parties to gather information to determine whether the factual allegations as set forth in the verified written complaint were more likely to be true than untrue.
 - a. The parties may bring other persons who have knowledge of the allegations and who may provide statements under oath. The Sexual Ethics Committee (SEC) may hear and consider the allegations and receive any such additional evidence necessary to support or defeat the verified written complaint. Written statements if requested from either party should have notarized signatures, as provided for in the written complaint and denial.
 - b. Members of the Sexual Ethics Committee (SEC) may ask questions as necessary. The Sexual Ethics Committee (SEC) may, upon a determination of good cause, prohibit cross-examination of parties or witnesses. If cross-examination is not allowed, the Sexual Ethics Committee (SEC) may accept written questions from the Accused or Accuser, and the Sexual Ethics Committee (SEC) may question the party(ies) or witness(es) protected from cross-examination.
2. *Attendance at Meeting of Sexual Ethics Committee (SEC)* – Once the Sexual Ethics Committee (SEC) is convened by the Executive Officers/Administration to take jurisdiction over a case, the Sexual Ethics Committee (SEC) members, the Accuser, the Accused, as well as the parents/guardians, or legal representatives of a minor or an incompetent adult, and with permission of the Sexual Ethics Committee (SEC), qualified therapists of the Accuser and/or the Accused, or legal counsel of the Accuser or the Accused, may attend the Sexual Ethics Committee (SEC) meetings. Any other individuals may attend only upon invitation of the Sexual Ethics Committee (SEC) consent of both parties, or while giving testimony or providing other evidence. The Sexual Ethics Committee (SEC) may seek counsel and advice from therapists, attorneys, or any other experts to assist the Sexual Ethics Committee (SEC) in its investigation of the charges or administration of the proceedings.
3. *Additional Meetings of Sexual Ethics Committee (SEC)* – The Sexual Ethics Committee (SEC) may convene additional meetings as may be necessary to fulfill its duties and responsibilities. Reasonable efforts will be made to provide notice to both the Accuser and the Accused of these meetings.
4. *Witness Invitation or Recall* – The Sexual Ethics Committee (SEC) may invite or recall witnesses on its own initiative or at the request of the Accuser or the Accused as often as is necessary to determine the facts.
5. *Recording of Sexual Ethics Committee (SEC) Meetings* – The Sexual Ethics Committee (SEC) meetings shall not be recorded by videotaping, audiotape recording, or the preparation of a

verbatim transcript by a court reporter or stenographer.

6. *Reporting of Verdict* – Upon any criminal disposition adverse to the Accused, whether by verdict or pleas of guilt or no contest, of charges based upon Sexual Misconduct, the Sexual Ethics Committee (SEC) shall presume the allegations involving the disposition substantiated and the Designated Officers shall report the finding to the disciplinary body for appropriate disciplinary action. A finding of not guilty in the criminal court will not of itself affect the process, findings, or disposition under this policy.
7. *Uncooperative Accuser* – If the Accuser at any time chooses not to cooperate, the process shall continue if there appears to be sufficient evidence to believe that an act of Sexual Misconduct may have occurred.
8. *Resignation of Volunteer* – If the Accused Volunteer chooses to resign his/her membership and volunteer position, the Sexual Ethics Committee (SEC) shall consult with and seek the advice of an attorney regarding legal issues concerning continued disciplinary action against the Volunteer.

Decision Process (E 87 40) – If it is determined that the Sexual Ethics Committee (SEC) needs to hear a case, it shall then determine whether the charges contained in the Accuser’s complaint are supported by evidence showing that the charges are more likely than not to be true. Unless otherwise agreed to by the parties in writing, if applicable, the Sexual Ethics Committee (SEC) shall issue a finding within thirty (30) business days from the date of the final hearing.

Sexual Ethics Committee (SEC) Actions – Based upon its conclusion, the Sexual Ethics Committee (SEC) shall take one of the following actions:

1. If the allegations of Sexual Misconduct are found to be more likely untrue than true, no further investigatory action shall take place, and reasonable efforts shall be made to exonerate the Accused and clear his/her name, including placing the Designated Officers’ or the Sexual Ethics Committees’ (SEC) findings in the Accused’s personnel file, if applicable. These findings may also be placed in the Accuser’s records as appropriate. The Sexual Ethics Committee (SEC) and the Designated Officers shall communicate and explain the Sexual Ethics Committee (SEC) findings with the Accuser and the Accused, separately. All entities or organizations that were notified of the initiation of these proceedings shall also be notified of the Sexual Ethics Committee (SEC) findings to the satisfaction of the Sexual Ethics Committee (SEC) in consultation with the Accused.
2. If the allegations of Sexual Misconduct are found to be more likely true than not, the Sexual Ethics Committee (SEC) shall report its findings to the Designated Officers, who shall relay the findings to the appropriate disciplinary body. Upon request, the Sexual Ethics Committee (SEC) may make its members available to meet with the Discipline Committee. All entities and organizations that were notified of the initiation of these proceedings shall also be notified of the Sexual Ethics Committee (SEC) findings.

Disciplinary Process (E 87 45) –

1. *Factors to Consider* – The Discipline Committee shall consider the following factors in determining the appropriate discipline:
 - a. Severity of the offense(s)
 - b. Frequency of the offense(s)
 - c. Severity of the injury(ies)
 - d. Number, age(s), and gender of victim(s)
 - e. Attitude of the Perpetrator (Is he/she contrite?)

- f. Duration of the injury(ies); and
 - g. Nature of the relationship between the parties.
2. *Discipline May Include* – Based upon these factors, discipline shall be imposed, and may include one or more of the following:
 - a. Educative warning
 - b. Written reprimand
 - c. Public censure
 - d. Mandatory counseling
 - e. Suspension and/or
 - f. Termination of employment or volunteer relationships
 - g. Revocation of endorsement and withdrawal of credentials
 - h. Require that the Perpetrator reimburse the expenses incurred by the parties or the Sexual Ethics Committee (SEC), or
 - i. Any other discipline determined to be appropriate by the Discipline Committee.
 3. *Discipline Committee to Communicate with All Parties* – The Discipline Committee or its designated representative(s) will communicate with the Victim(s) and the Perpetrator, separately, to explain the action(s) taken.
 4. *Personnel File Record* – If the Perpetrator is an employee of a church entity, the Designated Officers shall ensure that notations have been placed in his/her personnel file that a complaint had been made, and that the findings of fact and the action taken by the Discipline Committee are placed in the personnel file.
 5. *Volunteer Perpetrators* – If the Perpetrator is a Volunteer, the findings of fact and any action taken by the Discipline Committee or the Sexual Ethics Committee (SEC) shall be reported by the Designated Officers to the church entity or organization which appointed him/her as a Volunteer and to the church board and local conference in which he/she holds membership.
 6. *Endorsed Chaplains* – If the perpetrator is an endorsed Chaplain, the findings of fact and any action taken by the Discipline Committee or the Sexual Ethics Committee (SEC) shall be reported by the Designated Officers to the Secretary of the North American Division in his role as Chairperson of the Credentials Committee and the Chairperson of the North American Division Adventist Chaplaincy Ministries Committee.

Responses (E 87 50) – Once the Discipline Committee has made its determination and decided upon the disciplinary action, the following steps shall be taken:

1. *Response to the Accused* – The following appropriate responses to the Accused may take place:
 - a. Implement Discipline Committee action.
 - b. Remove the Accused employee from service, if applicable.
 - c. Assuming continuation of employment is possible, require therapeutic counseling and/or treatment to be utilized in combination with any of the responses listed above. A therapist who is qualified to deal with Sexual Misconduct, and who is sensitive to issues of professional ethics, should be selected by the Accused and approved by the Designated Officers. Assistance shall be made available for the spouse and family where needed and approved. The therapy requirement

shall be clearly communicated and monitored as appropriate.

- d. For minor offenses where it is concluded that the Accused is sufficiently capable of effective service again, possible reinstatement of the Accused shall be dependent upon the recommendation(s) of the therapist, supervisor, and members of the Discipline Committee.
- e. Limit the service of the Accused during the rehabilitation process and appoint a trained supervisor to monitor his/her duties. Any such rehabilitation plan needs to be approved by a qualified therapist to protect other potential Victims.

2. *Response to the Accuser(s) –*

- a. Advise the Accuser of the Discipline Committee action.
- b. A list of qualified therapists shall be provided to the Accuser(s) to be utilized at his/her/their choice. While this does not imply financial responsibility on the part of the organization, financial support for this purpose may be offered without implying guilt.

3. *Response to the Congregation, Institution, or Church-related Entity –*

- a. The Designated Officers shall relate the results of the hearing process and the action of the Discipline Committee to the conference, church, institution, or church-related entity to communicate the results of the hearing process. At this meeting special attention shall be given to the disciplinary action taken and its implications.
- b. A trained resource person shall be made available to assist the institution or congregation in whatever was necessary to address their concerns and to bring healing.

4. *Response in Situations Involving Minors –*

- a. In the event that a complaint involves allegations of Sexual Misconduct with a minor, the person who receives the complaint is required by law to:
 - 1) Immediately report the suspicion of sexual abuse against a minor to the local law enforcement authority (i.e., district attorney, child protection services, etc.);
 - 2) Proceed with the investigation outlined in this policy.
- b. If charges are filed involving criminal acts against a minor and the Accused is prosecuted, two members of the Sexual Ethics Committee (SEC) may be assigned to monitor the trial proceedings and report regularly to the Sexual Ethics Committee (SEC).
- c. If the Accused is convicted in court of criminal charges against a minor, the Sexual Ethics Committee (SEC) or the Designated Officers shall recommend to the Discipline Committee removal from denominational employment or service.
- d. If the complainant does not choose to pursue a formal written complaint with the conference, the Designated Officers shall continue the investigation if there appears to be sufficient evidence that Sexual Misconduct has occurred such as to cause concern for the well-being of other minors.

Appeal (E 87 55) – Because Sexual Misconduct policies are developed to make the process as fair and impartial as possible, the findings of the Sexual Ethics Committee (SEC) are considered final, resulting in no further appeals through the church.

Education and Prevention [E 87 60] – The North American Division, in partnership with Adventist Risk Management, the General Conference Human Resources, and the General Conference Office of General Counsel, seeks to educate employees and volunteers that Sexual Misconduct is disapproved by the Church

and violates the law of the land. To carry out this educational goal, the North American Division publishes this policy for its office and field, institutions, boards, and church related entities and affiliates; develops appropriate instructions/standards for moral conduct and the prevention of Sexual Misconduct; and endeavors to inform all employees, volunteers, and members of the process of bringing a complaint of Sexual Misconduct.

The North American Division encourages the establishment of education and prevention programs in churches, schools, and other institutions. Lists containing names of employee and lay resource persons who have indicated that they can provide seminars, sermons, and educational programs may be obtained from the Office of Human Relations of the North American Division.

270.10 Dealing with Offenders [S 04 48]

Dealing with Offenders - When a volunteer or an employee of a Seventh-day Adventist organization performs an act in violation of the laws of the country and of the financial trust or responsibility reposed in him/her, discipline shall be administered and the organization will report all violation(s) to appropriate law enforcement officials.

Remuneration Policies

300.00 Philosophy of Remuneration [NAD WP Y 05]

1. **Introduction** - In order that there may be an equitable basis for the remuneration of denominational employees, the following principles and policies have been adopted for the Seventh-day Adventist Church.
2. **Philosophy** – The Philosophy of remuneration is predicated upon the fact that a spirit of sacrifice and dedication should mark all denominational employees irrespective of the position they hold or the department or service they represent. The work of the Church including denominational organizations, is a mission to which lives are dedicated in selfless service.

The Church has accepted the commission given by Jesus Christ to His disciples to proclaim the gospel to the entire world. Many agencies are utilized to accomplish this spiritual task. Each employee has the privilege and responsibility to personally identify with and participate in the mission of the Church and its central objective - the salvation of humanity (2 Cor. 4:1-6).

“There are needed in the cause of God workers who will make a covenant with Him by sacrifice, who will labor for the love of souls, not for the wages they receive.” -CH 302

“ . . . the work of God was founded in a sacrifice, and only by a sacrifice can it be carried forward.” - 2SM 211

The work of the Church, inclusive of all denominational organizations, is born out of the Gospel Commission and calls for a life of dedication and selfless service based on the example of Jesus Christ (Matt. 28:19, 20; John 15:16; 7T 215, 216; 1MR 85; CH 316).

Remuneration shall be guided by principles set forth in the Bible and the Spirit of Prophecy counsels of Ellen G. White, and informed by community practices.

3. **Deployment and Transferability of Employees Facilitated** - Consistency in the classification of job titles and functions, along with adherence to a widely applicable remuneration plan (salary, allowances, benefits, etc.) on a division-wide or country-wide basis, preserves the organization’s ability to both attract employees from and share employees with other denominational entities.

The eligible employee pool from denominational entities is relatively limited in view of the Church’s

right and intent to prefer Seventh-day Adventists. When various denominational organizations subscribe to the same remuneration plan, the deployment of personnel is more easily facilitated. Separate remuneration plans among denominational organizations give rise to competition and ultimately impede the orderly progress of the Church's work and mission.

4. **Remuneration Defined** - Employee remuneration encompasses a broad range of cash and noncash items such as gross salary, benefits, allowances (such as housing allowance, automobile depreciation and employer- provided housing), incentives, bonuses, etc. The particular combination of remuneration components will vary from division to division. It must be understood that in parts of the world where salary levels are relatively low in comparison to the value of employee benefits and allowances, certain benefits may have to be dealt with outside of the maximums defined in paragraph 6 below. Where deemed necessary, this will be approved by a major meeting of the division executive committee or, in the case of the General Conference, a Spring Meeting or Annual Council of the General Conference Executive Committee.

Where desirable and embraced within the division's remuneration plan, the controlling boards/committees may establish for support staff remuneration rates which are based on the average paid in the surrounding community for each job classification/category. This provision applies to those positions with a maximum remuneration level that does not exceed the remuneration, inclusive of all benefits and remuneration as defined in the above paragraph, for an ordained local church pastor.

5. **Objective** - The objective of each remuneration plan is to provide employees with an adequate income, while endeavoring to provide a reasonable level of comfort. Because of the principles of equality and self-sacrifice, it is accepted that increased responsibility may require a greater level of sacrifice.
6. **Principles of Remuneration Plan Development** - Wide variations in national economies and employment environments make it impossible to establish a single remuneration plan that is equitable and appropriate everywhere. For this reason, the General Conference and each of the divisions are responsible for establishing a remuneration plan(s), including various allowances, which are sensitive to the local environments within its territory. The General Conference and each division executive committee shall establish a remuneration committee with representation from denominational employee groups such as ministers, educators and accountants, along with significant (and where possible a majority) representation from laypersons with appropriate skills who have an understanding of denominational policy and practice. The remuneration committee shall recommend to a major meeting of the division executive committee, and in the case of the General Conference, to a Spring Meeting or Annual Council of the General Conference Executive Committee, a remuneration plan(s) and remuneration levels to be used within its territory.

In the preparation of the remuneration plan(s), the committee shall bear in mind that denominational employment is a call to service and is therefore characterized by a different set of standards or references than is prevalent in society or in merely business and commercial enterprises. All employees - pastors, administrators and support staff - participate in a ministry on behalf of the Church. Remuneration plans should thus promote and maintain a sense of collegiality among all employees.

The General Conference office and General Conference institutions shall use the remuneration plan structure of the division/country where they are located as the basis for calculating their remuneration plans. Any variation from the structure of the host of division remuneration plan shall be reviewed by the General Conference Remuneration Committee and referred to the General Conference Administrative Committee prior to implementation.

Remuneration plans addressed in paragraph 6, incorporate the following features and, prior to their adoption, shall be reviewed by the General Conference Administrative Committee to determine

adherence to these broad principles and guidelines.

- A. Unity and consistency in job classification and relative ranking within a division.
 - B. Preference for a single remuneration plan in the division for all employees that encourages employee collegiality, especially between pastoral workers and administration. Accordingly, the remuneration of a division president shall not exceed by more than 25 percent the remuneration of the highest classification of a local church pastor in the local area. In the case of the General Conference president, it shall not exceed by more than five percent the remuneration of the host division president.
 - C. Alternate Remuneration Plans - Although the main remuneration plan should normally be the predominant standard for all denominational organizations in a division, in some unique and limited situations a major meeting of the division executive committee, and in the case of the General Conference, a Spring Meeting or Annual Council of the General Executive Committee, may authorize an alternate remuneration plan(s).

A more complete presentation of the subject may be found in the *NAD Working Policy* book.
 - D. A clearly defined method and time frame for determining how and when an employee advances from minimum to maximum remuneration based on performance evaluation.
 - E. Remuneration levels that do not discriminate on the basis of race, color, national origin, disability, gender, age, or any other basis prohibited by law and are not contrary to Biblical principles.
 - F. Remuneration factors for the area applied to the various levels of church organization in the same locality, and which take into account cost of living/cost of housing for the area.
 - G. Government regulations concerning employee remuneration observed at all times.
7. **Economic and Geographic Variations** - National or locally-hired employees shall be remunerated on the basis of the church remuneration policy and practice in effect in the location or country in which they reside. Employees retained under inter-division or intra-division policies shall receive remuneration in harmony with the applicable policies for each classification.
8. **Setting Wages** - When settling individual wages the following items should be taken into consideration with respect to each employee:
- A. Preparation, education and commitment.
 - B. Previous experience and achievement.
 - C. Years of service.
 - D. Responsibility and annual evaluations.
9. **Remuneration Adjustments** - From time to time remuneration adjustments may be necessary to either increase or decrease remuneration within this philosophy. Factors to be considered in making such adjustments shall include the financial resources available, cost-of-living changes, competitive wages, and performance appraisals.
10. **Variations for Commercial Business Organizations** - The governing board of health care institutions and health food factories whose viability rests on their success in the commercial environment and who do not receive denominational appropriations, and who derive a significant majority of their income from non-denominational sources, may establish guidelines governing remuneration levels and/or compensation benefits (allowances) which to a limited extent reflect the prevailing remuneration level

of the local environment. Each board/governing committee will exercise its judgment within the parameters set by the division or General Conference in evaluating the combined effect of the sacrificial service philosophy as expressed in this policy, and the median market values as revealed in surveys of community practice. The board will receive an annual report on remuneration (salary, benefits, deferred compensation, and any contractual commitments) for officers of the institution. The remuneration guidelines and market-referencing plan of each institution/organization of the Church under this category shall be reviewed and, where legally permissible, approved by a major meeting of its respective division executive committee, or in the case of the General Conference institutions/organizations, a Spring Meeting or Annual Council of the General Conference Executive Committee. An annual report confirming compliance shall be given to the division or General Conference Executive Committee or included in the Wage Scale Booklet which is published annually.

300.25 Denominational Wage Scale

The remuneration scale is based on job classification without discrimination on the basis of race, national origin, physical disability, gender, or age. The wage scale for employees in the North American Division is set annually by the North American Division Committee and is so devised as to provide for step increases, job levels and cost of living changes. The remuneration factor is set for each employee in relation to the 100% remuneration factor, which is reviewed annually by the Conference Executive Committee. Information on specific job levels is available on request from the treasurer's office.

300.50 Annual Performance Review

Hawaii Conference department directors and employees are encouraged to discuss job performance and goals on an informal, day-to-day basis. In addition, the department director will conduct formal performance reviews with employees annually to provide both the director and the employee the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths and discuss positive, purposeful approaches for meeting goals.

300.60 Annual Increments

Each July or on the employee's anniversary date of employment, an employee may receive a remuneration increment if the maximum for the remuneration category has not been reached. Increases are given at the discretion of the ADCOM and are based in part on performance evaluations.

320.00 Withholding of Taxes

Federal, state, and/or city income taxes and social security are withheld from paychecks for individuals categorized as "employees" according to law. The amounts withheld for income tax are based on the exemption certificates (W- 4 Form) signed at the time of employment or subsequent updates. It is important to report immediately any change in the number of dependents. An annual statement of total earnings (W-2 Form) and deductions for taxes is issued in harmony with governmental regulations.

320.20 Payroll Deductions

Deductions from personal payroll checks for such things as credit unions, insurance and tax sheltered annuities will be made for full-time employees or regular part-time employees. In the case of regular part-time employees, the deduction will be limited to amounts that are not more than 50 percent of the anticipated earnings.

320.40 Garnishments and Assignments

Personal business affairs should be conducted in such a way that the Hawaii Conference will not become involved in garnishments and assignments. However, the Hawaii Conference will abide by court judgment

if legal actions concerning delinquent indebtedness are brought against employees.

320.60 Payday

Paydays are set up on a bi-weekly basis. Paychecks are received or direct deposited every other Friday. Employees may sign up for direct deposit in the Treasury Department. Time cards and expense reports are due on the Monday preceding payday in order to be included in that payroll. A current year payroll schedule is available in the Treasury Department.

320.80 Payroll Advances

Employees are encouraged to live within their financial means. In the event of extenuating circumstances, an employee may request a payroll advance through the conference Treasurer. Any approved payroll advance must be processed through the conference Treasury. Payroll advances from the local church, school or conference department are not allowed.

330.60 Attendance

1. **Procedure** – If, for any reason, it is necessary for an hourly employee to be absent during regularly scheduled work hours, the department director, supervisor or office manager must be notified as soon as possible of the reason for the absence and anticipated time of return.
2. **Unauthorized Absence** – The employee will be considered absent without authorization unless the department director, supervisor or office manager is notified. Repeated unauthorized or inadequately reported tardiness, late arrivals or absences from the office may be recorded in the employee's personnel file and may result in disciplinary action up to and including job termination.

330.80 Bereavement Leave

Regular full-time employees of the Hawaii Conference who lose a member of the family in death may be granted bereavement leave pay on the following basis:

1. Immediate family – up to two (2) consecutive weeks for loss of spouse, child, daughter/son-in-law, parent of employee.
2. Close family – up to one (1) week for loss of mother/father-in-law, legal guardian(s) of employee, brother/sister of employee, stepparent or stepchildren.
3. Additional family – one (1) day of work for grandparent, grandchildren, brother/sister-in-law of employee.

Regular part-time workers are also eligible for bereavement leave on a pro-rata basis. Request for bereavement leave is made through the department director who will notify Treasury immediately.

340.20 Jury Duty

Regular full-time employees who are called to serve on jury duty will notify the director of their department and Treasury. Employees may retain the standard jury fee even though they are paid their regular remuneration by the Hawaii Conference if the fee basically covers only transportation and meals. Regular part-time employees are also eligible to receive remuneration for work hours spent on jury duty on a prorated basis. A maximum of 10 days' jury duty will be granted in a 24-month period.

340.30 Court Ordered Subpoena

Employees subpoenaed by court order shall notify the director of their department and the Treasury department of the required absence. Regular remuneration will continue during the absence from work.

340.45 Personal Use of Denominational Property to be Avoided [NAD WP Y 07 05]

1. Examples – Care should be exercised to avoid entering into any arrangements for use of denominational property which might tend to indirectly increase a denominational employee's regular income above and beyond that of other similarly employed individuals. Examples of this would include such as the regular private use of a denominationally owned vehicle or other denominationally owned property or the charging of below normal rental for denominationally owned housing.

2. Exceptions – If it is occasionally found necessary, for reasons beneficial to the denominational organization, to make an exception to this policy, authorization for an exception shall be sought from the next higher organization. If authorization is given, it shall be communicated in writing to the respective organization and filed by the organization as evidence that the required approval process has been followed.

340.50 Death of an Employee While in Denominational Service [NAD WP Y 25]

Surviving Spouse Benefits (Y 25 05) – When a regular full-time employee dies while in service, the surviving spouse receives certain benefits. (See NAD Y 34 Employee Basic Life Insurance [or 410.60], NAD Y 46 12-7, NAD Y 46 17 Death Benefit and GC S 60 60. Death Benefit Plans.)

Employee Benefits

400.00 Health Care Insurance

Kaiser Permanente has been designated by the Hawaii Conference to administer the health insurance plan for hourly paid employees.

Eligibility Requirements- Originally enacted in 1974, the Hawaii Prepaid Health Care Act requires business in Hawaii to offer health insurance to their employees who work at least 20 hours per week. Coverage commences after four (4) consecutive weeks of employment or the earliest time thereafter at which coverage can be provided by Kaiser Permanente, which is usually the first of the month.

Coverage - Coverage is provided by the employer for the employee only. The employee may buy in coverage for dependent family members who would be eligible to join the plan by paying the monthly premium billed by Kaiser Permanente. Payment of premium cost for dependent family members is by payroll deduction.

400.20 Adoption Expense [NAD WP Y 26]

Full-time employees may be granted assistance of 75 percent of the medical and legal expense and adoption agency fees incurred in the adoption of children if the adoption is completed. The maximum assistance to be granted shall not exceed the equivalent of up to two times the current monthly Remuneration Factor. This assistance shall be limited to one allowance per child.

410.60 Employee Basic Life Insurance [NAD WP Y 34]

Benefit – All employers shall participate in the North American Division Basic Life Insurance plan. This benefit is available to all full-time denominational employees, spouse, and dependent unmarried children up to the age of 26.

Benefit Provisions

1. Benefit Scale - The benefit shall be as follows:

| | |
|-------------------------------------|-----------|
| Employee | \$100,000 |
| Spouse (Benefits reduced at age 70) | \$50,000 |

| | |
|-----------------|----------|
| Dependent child | \$10,000 |
| Stillborn | \$750 |

2. **One Benefit Per Death** - If the spouse or dependents are also serving as employees of the denomination, only one benefit per death will be made.

Purpose - The purpose of this benefit is to provide financial assistance in meeting the employee's share of the expenses of the final illness and funeral as well as the needs of the survivors.

Administration - This benefit plan shall be administered by the Adventist Risk Management Inc. on behalf of the North American Division. Benefit claims shall be submitted on claim forms supplied by the insurance company with all required information completed. This benefit plan may be converted or ported at the time of termination of employment.

Additional Benefits Financed by Employees – Employees on a voluntary basis may supplement their basic life insurance amounts by participating in an insured Supplemental Life Insurance Plan administered by Adventist Risk Management, Inc. for themselves, their spouses and dependent children through payroll deductions. Eligibility for participation in the Supplemental Life Insurance Plan may be determined by an underwriting evaluation of the employee's application form conducted by the insurance carrier.

Governing Policy – The provisions of the insurance carrier at the time a claim is submitted will prevail over the provisions as outlined in this section.

410.70 Work Week

The official workweek in the Hawaii Conference consists of 38 hours for non-exempt employees. Some organizations choose a 5 day (Monday-Friday) work week while other organizations may choose a 4 day work week (Monday – Thursday). Both organizations need to schedule an employee's workweek around a 38-hour week. Benefits are computed based upon a 38-hour workweek.

410.71 Time Sheet

All non-exempt (hourly) paid employees must submit a bi-weekly time sheet, showing actual number of hours worked as well as paid leave being reported for the time period. Time sheets must be approved by the employee's supervisor and sent to the Conference office by the published due date in order for payroll to be processed for the employee that pay period.

410.73 Overtime

Overtime work must be pre-approved by the employee's supervisor. When approved, the State of Hawaii law requires employers to pay employees overtime at a rate of 1 ½ times their regular rate of pay when working over 40 hours in a work week.

410.75 Minimum Wage

In order to comply with state and federal minimum wage laws, wages for non-exempt employees must be calculated on an hourly basis which is no less than the current minimum wage. The current (2017) minimum wage under both State of Hawaii and federal law is \$9.25 per hour. (Scheduled rate 2018 = \$10.10)

410.77 Meals and Breaks

Hawaii does not have any laws requiring an employer to provide a meal period or breaks to employees 16 years of age or older, thus the federal rule applies. The federal rule does not require an employer to provide either a meal (lunch) period or breaks. However, if an employer chooses to do so, breaks, usually of the

type lasting less than 20 minutes, must be paid. Meal or lunch periods (usually 30 minutes or more) do not need to be paid, so long as the employee is free to do as they wish during the meal or lunch period.

The Hawaii Conference recommends that an unpaid lunch period of 30 to 60 minutes be required of all employees working over 6 hours in a work day.

410.79 Paid Employees Serving as Volunteers

It is illegal for paid employees to volunteer their services for the same work as they are paid to do. It is illegal for employees to “check out” from paid employment and to volunteer their time at the same job, which they were paid to do.

410.80 Holidays With Pay

1. **Approved Days** - The Hawaii Conference recognizes the following holidays:

| | |
|------------------------|----------------|
| New Year’s Day | Fourth of July |
| Martin L King, Jr. Day | Labor Day |
| Presidents’ Day | Thanksgiving |
| Memorial Day | Christmas |

2. **Regular Part-time, Temporary Full-time and Temporary Part-time** - Regular part-time, temporary full-time and temporary part-time employees may be eligible for holiday pay for the number of hours they normally would have worked on that day. Exceptions to this policy as a result of work schedules will require treasury approval.
3. **Alternate Days Off** - When it is impossible to be released from duty on the actual holiday, alternate time off may be arranged in counsel with the supervisor or department director.
4. **Employees on Leave** - The treasury office is responsible to determine employees’ eligibility for holiday pay while on unpaid leave.

410.90 Year End Holiday Gift [NAD WP Y 12]

Denominational organizations may wish to recognize the service of employees by granting an annual holiday gift. This gift shall not exceed three (3%) of the remuneration factor rounded up to the nearest five (\$5.00 US) dollars.

Part-time employees may receive a pro-rated gift. All gifts are taxable income to the employee and must be processed by the conference through payroll.

420.00 Vacations With Pay [NAD WP E 75]

1. **Basis for Vacations** - Annual vacation with pay shall be provided for regular denominational employees and may be accrued and calculated on the following basis:

| | Vacation entitlement | Vacation entitlement |
|-------------------------------|-------------------------------|--------------------------|
| | per year of full-time service | accrued per 38-hour week |
| During first four-year period | 2 weeks | 1.4575 hours per week |
| During next five -year period | 3 weeks | 2.1863 hours per week |
| After nine years of service | 4 weeks | 2.9151 hours per week |

Alternative Plan – Paid Leave Bank [E 82 47]

The Hawaii Conference uses the Alternative Plan - Paid Leave Bank for full-time hourly employees or

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part-time hourly employees who work at least 1,000 hours per year.

- a. The Alternative Plan for Paid Leave Bank combines the short-term sick leave, vacations (420.00), and authorized holidays (410.80) into a Paid Leave Plan. Paid leave time begins to accrue from date of employment and is automatically accumulated into the employee's Paid Leave Bank.
 - b. The maximum hours that may be accumulated is the equivalent of seven weeks, excluding holidays.
 - c. The Paid Leave Bank may be used for vacations, holidays, illnesses, or personal business. Discretionary time off should be prearranged in order to maintain continuity of service. At the time of termination, settlement will include unused time remaining in the employee's Paid Leave Bank.
2. **Normal Work Week** – A normal work week differing from the 38 hours will require a recalculation of the entitlement accrual rate.
3. **Part-time Employees** - Regular part-time employees shall accrue vacation time on a pro-rata basis. (See 200.80, 5 for Temporary Part-time). The rate of vacation time accrual shall be on the basis of years of full-time equivalency.
4. Service for vacation accrual purposes shall include days worked, approved sick time, holidays and vacation days.
5. Individuals who become exempt denominational employees after several years of experience in work outside of denominational employment that professionally advances their ability to more effectively perform their work for the Church may be granted one year of credit toward vacation accrual for each two years of such prior service.
6. **Maximum Accrual** - Vacation time may only be earned and accumulated from year to year up to a maximum of 150% of the annual vacation entitlement including current year accruals. However, an employee shall be allowed to accrue more than the maximum if the employer is unable to grant vacation at the time the employee reaches the maximum inclusive of vacation time for the current year.
7. **Records** – Denominational employers shall keep the necessary records for vacation accrual and vacations taken.
8. **Use of Vacation Time** - Vacation time should generally be taken in the year of accrual. . Vacation may be used at such time or times when requested by the employee, approved by the supervisor and authorized by the appropriate authority-Time off for Family and Medical Leave of Absence purposes shall be requested in accordance with 420.30.
9. **Transfer**- When an employee transfers from the Hawaii Conference, accrued vacation time of up to 150% of vacation entitlement including current year accruals, shall be paid in cash to the employee at the time of transfer.
10. **Termination or Retirement** - At the time of termination from denominational employment or retirement all accrued but unused vacation time shall be granted. The maximum shall be up to 150% of the annual vacation entitlement including current year accruals.
11. **Scheduling** - Vacation time should generally be taken during the fiscal year in which it is earned. It should be scheduled in counsel with the supervisor or department director. A vacation request form is provided by the treasury department.

420.10 Sick Leave [NAD WP E 82]

Employees Who Are Covered [E 82 05] – This Sick Leave Policy shall apply to non-exempt denominational employees excluding those in health care institutions.

Sick Leave Hours Accrued [E 82 10] – Sick leave time shall accrue based on 2.93 hours for a 76-hour (two-week) pay period (.03855 hour per hour worked). Regular part-time employees shall accrue sick leave time on a prorated basis. The accrual of sick leave time is based on hours worked, hours taken for vacation, and hours taken for sick leave, but does not include overtime hours worked for non-exempt employees.

Division of Sick Leave Time [E 82 15] – Up to sixty percent (60%) of the accrued sick leave time shall be available for short-term illnesses and medical/dental appointments. The balance shall be available for extended illnesses, disability or incapacity. Childbirth is a qualifying incapacity.

Short-term Illness [E 82 20] – The first three (3) work days of any illness or time off for medical/dental appointments shall be charged to the short-term sick leave bank.

Carry-over of Short-term Sick Leave Time [E 82 25] – Short-term sick leave time may be carried over from one year to the next up to a maximum of 76 hours. Accrued short-term time in excess of 76 hours may be transferred to the extended sick leave bank.

Extended Sick Leave Time [E 82 30] –

1. Beginning with the fourth (4th) work day of an illness, full-time pay shall be continued and charged to the extended sick leave time bank until those accumulated hours have been exhausted.
2. To qualify for this benefit, the employee must be under the care of a physician and submit a physician's certificate stating the nature of the illness, disability or incapacity. In cases where an employee is hospitalized the provision of paragraph 1 above, shall begin on the day of admittance to the hospital.

Exclusions [E 82 35] – Extended sick leave does not apply to:

1. Any day during which an employee is entitled to cash benefits for temporary disability under Worker's Compensation or employer's disability laws.
2. Any period of confinement in a public or private institution as a result of an emotional or psychopathic illness arising from addiction to alcohol, drugs, etc.
3. Any period when incarceration is the cause of absence from work.

Carry-over of Extended Sick Leave [E 82 40] – Extended sick leave time may be accrued up to a maximum of 1,000 hours (26 weeks). Extended sick leave time may not be transferred to the short-term bank.

Not Convertible to Paid Leave [E 82 45] – Extended sick leave shall not be convertible to paid leave or considered as credit payable at the termination of employment.

Alternative Plan [E 82 47] –

1. Organizations may combine the short-term sick leave, vacations (420.00), and authorized holidays (410.80) into a Paid Leave Plan. Paid leave time begins to accrue from date of employment and is automatically accumulated into the employee's Paid Leave Bank.

The maximum hours that may be accumulated is the equivalent of seven weeks, excluding holidays.

2. The Paid Leave Bank may be used for vacations, holidays, illnesses, or personal business.

Discretionary time off should be prearranged in order to maintain continuity of service. At the time of termination, settlement will include unused time remaining in the employee's Paid Leave Bank.

Portability [E 82 50] – At the time of termination or transfer, short-term sick leave may be paid to the employee. Accrued time shall not be transferred to the new denominational employer; however, extended sick leave may be reported to the new employer at the time of transfer. No payment is to be made to the employer or to the employee for extended sick leave hours.

Part-time Work After Illness [E 82 55] – An employee who returns to work on a part-time basis after an illness or disability shall do so with the permission of the attending physician involved and must submit a written recommendation from the physician regarding the estimated length of such part-time work. The actual time worked shall be paid at the regular rate. The balance shall be paid from the extended sick leave bank as long as hours of accrued sick leave time are available. Any provision of the Family and Medical Leave of Absence policy shall continue in accordance with 420.40 until the employee has been released by his/her physician to return to full-time employment.

Implementation [E 82 60] – For each full year of service the employee may be credited with 24 hours of short-term sick leave time up to a maximum of 48 hours, and with 24 hours of extended sick leave time up to a maximum of 320 hours.

420.20 Pregnancy Leave [NAD WP E 82 70]

1. **Provision** – Pregnancy leave shall be granted on the same basis as extended sick leave in accordance with the Sick Leave policy and Paid Leave policy. Eligible employees requesting pregnancy leave are to request Family and Medical Leave of Absence leave (see 420.40). Employees are expected to return to employment as soon as they are physically able to resume their duties. The beginning date and duration of the pregnancy leave shall be in harmony with the advice of the attending physician.
2. **Remuneration** – Beginning with the first day of pregnancy leave, regular remuneration shall be continued and shall be charged to the extended sick leave bank until those accumulated hours have been exhausted. Accrued time in the paid leave bank may also be used for pregnancy leave. An employee may be remunerated on the foregoing basis whether or not she plans to return to work at the end of the pregnancy leave.
3. **Where government law dictates pregnancy leave policy**, the employing organization shall observe those policies.
4. **Post Leave Employment** – An employee returning from pregnancy leave under the Family and Medical Leave of Absence policy will be entitled to reinstatement in her previous job or a job of equivalent pay, benefits, and other employment terms and conditions. Upon returning to work, it will be necessary to provide a doctor's medical release.
5. **Paid and/or Unpaid Leave for the Birth or Care of a Child** – Employees are entitled to up to twelve weeks of paid and/or unpaid leave for the birth or care of a child. However, once the physician has released the employee from medical care, should the employee wish to continue Family and Medical Leave of Absence leave, any paid leave from the extended sick leave bank would be discontinued, but both male and female employees may access any applicable paid leave available to them (see 420.40).

420.25 Birth/Adoption Leave

Birth/Adoption Leave – a paid leave of five (5) consecutive days shall be granted for the birth or adoption of a child at the time of the birth or adoption. This leave is available to full-time male and/or female employee. This leave shall not be deducted from any accrued paid leave .

Leave taken because of pregnancy-related illness or post-partum illness is treated as medical leave. It is not counted as part of the five-day birth/adoption leave, but is in addition to it. Birth/adoption leave is coordinated with the Family Medical Leave Act.

420.30 Disability Leave [NAD WP Y 33]

Eligibility [Y 33 20] –

1. All regular full-time denominational employees working an average of at least 35 hours per week shall be eligible to participate in the Employee Disability Income Plan commencing with the first day of employment.
2. Sponsored Seminary Students.
3. Credentialed Literature Evangelists while currently qualifying according to provisions of FP 70 shall be eligible to participate in the Employee Disability Income Plan. The basic earnings shall be equal to the average monthly earnings for the previous year.

Minimum Benefits [Y 33 25] – While provided benefits depend on available contracts from providers, any contract providing long term disability benefits shall contain the following minimum benefits:

1. A monthly benefit amount of 66 2/3% of pre-disability basic monthly earnings (Remuneration Factor plus applicable cost-of-living) excluding area travel and all other allowances. This program coordinates with workers' compensation, Social Security, and other group and government assistance program benefits related to employment, subject to a minimum monthly benefit of \$100.
2. The elimination period before benefits are paid shall be no longer than 90 days.
3. The definition of disability shall refer to the employee's own occupation during the first two years of disability and any occupation after that.
4. The continuation of benefits is dependent upon the employee continuing to be considered disabled by the long-term disability carrier. Once it has been ascertained by the insurance carrier that the employee is no longer disabled, all benefits including those outlined in the following sections will be discontinued.
5. The benefits under this policy shall cease upon the death of the employee. See NADWP Y25 for benefits provided to the surviving spouse.

These minimum benefits may be amended as required by professional judgment and available contracts by action of the North American Division Risk Management Committee. The provisions of the Long Term Disability insurance policy will prevail over the provisions as outlined in this section.

Retirement Contributions [Y 33 30] – Employees who become eligible for Employee Disability Income Plan while participating in the Seventh-day Adventist Retirement Plan of the North American Division continue to receive employer retirement contributions commencing from the first day of the elimination period up to a total of 18 months.

Employee Benefit Eligibility [Y 33 35] – Employees who become eligible for Employee Disability Income Plan benefits will be eligible for continuation of Group Life Insurance for a period of 18 months commencing from the first day of the elimination period. The imputed income normally charged to the

employee is waived. Health care benefits shall be continued by the employer up to the earlier of:

1. Reemployment
2. Acceptance into Retirement Plan at normal retirement age
3. Accepted for Medicare benefits
4. Up to 24 months commencing from the first day of the elimination period.

Any premiums incurred by the employee for health care assistance through the Retirement Plan or through Medicare Part B will be reimbursed by the employer up to a maximum of 24 months as outlined above. Coverage under the Health Care Assistance Plan for Employees of Seventh-day Adventist Organizations of the North American Division would be secondary to any other health care coverage for which the individual is eligible, including the Retirement Plan. If the employee qualifies for Medicare due to his/her disability and/or age and has had family coverage, health care for the family may continue up to the maximum of 24 months from the first day of the elimination period. Extension of eligibility for other employee benefits may be specifically provided for in the related specific sections of the North American Division Working Policy. All privately purchased insurances such as supplemental life, Accidental Death & Dismemberment (AD&D), must be ported or converted within 31 days of the end of the elimination period. If tuition assistance is provided, it should be continued to the end of the school year in which the elimination period began. (See Y 24 05-16.)

Elimination Period Remuneration Continuance [Y 33 40] –

1. Nonexempt Employees – The disabled nonexempt employee shall receive continued remuneration from the employing organization according to the provisions of the Sick Leave policy (see 420.30). Each employing organization may choose to extend the period during which remuneration for the disabled nonexempt employee is continued up to the duration of the elimination period. If this option is chosen all unused vacation and sick leave time shall be used first before any extended time is granted.
2. Exempt Employees – When an exempt employee becomes disabled the employing organization shall continue the employee's basic salary for the duration of the elimination period before receipt of long-term disability benefits.

Procedure – Any leave under this policy must be coordinated with FMLA leave.

The procedure for requesting FMLA leaves contained in 420.40 must be followed when requesting disability leave under this policy.

The first three days of a salaried employee's sick leave need not be reported as disability leave. However, if the disability exceeds three days, the entire period of disability will be counted toward the 26-week maximum.

Workers' Compensation Payments – Employees must notify treasury of any benefits that are received from Workers' Compensation.

Personal Leave – Should the employee desire additional personal time away from the job after completion of the disability leave, the employee, in consultation with the administration, may use accrued vacation time to cover part or all of this personal time off. The employee may also consult the leave of absence policy 250.00. In addition, certain leaves may qualify under the FMLA (see section 420.40).

420.40 Family, Medical, and Military-Related Leaves of Absence [NAD WPE 83]

The Family and Medical Leave of Absence policy of the North American Division, effective August 5, 1993, and as amended by the National Defense Authorization Act (NDAA) amendments (effective January

16, 2009), outlines the conditions under which an employee may request time off with or without pay for a limited period with job and accrued benefit protection.

Definition [E 83 05] – A family and/or medical leave of absence shall be defined as an approved absence of an eligible employee for up to either twelve or twenty-six weeks (for specified military related leave described below), and within a twelve-month period under particular circumstances that are critical to the life of a family. Leave may be taken by an eligible employee for the following reasons:

1. Birth of an employee's child (up to 12 weeks);
2. Placement of a child with an employee for adoption or foster care (up to 12 weeks);
3. Need for an employee to care for a child, spouse, or parent who has a serious health condition (up to 12 weeks);
4. When an employee is unable to perform the functions of his/her position because of a serious health condition (up to 12 weeks);
5. Because of "any qualifying exigency" arising out of the fact that a covered military service member (spouse, son, daughter, or parent), serving in the National Guard and Reserves, is on active duty or called to active duty status in support of a contingency operation (up to 12 weeks);
 - a. "Qualifying exigencies" generally include:
 - 1) Short-notice-deployment
 - 2) Military events and related activities
 - 3) Childcare and school activities
 - 4) Financial and legal arrangements
 - 5) Counseling
 - 6) Rest and recuperation
 - 7) Post-deployment activities; and
 - 8) Additional activities agreed to by the employing organization and the eligible employee.
6. For eligible military caregiver of a military service member, to care for the covered service member with a serious illness or injury incurred in the line of duty on active duty (up to 26 weeks).

Scope [E 83 10] – The provisions of this policy shall apply to all qualifying family, exigency, military caregiver, and/or medical leaves of absence approved for eligible employees for the reasons described in E 83 05.

Paid and Unpaid Leave [E 83 15] – Family, qualifying exigency, military caregiver, and/or medical leaves of absence shall be unpaid. However, if eligible employees have accrued paid leave benefits under employment benefit plans or policies of the employer, the employees will be required to use those accrued benefits to provide compensation during all or any part of the twelve or twenty-six weeks leave. If the employee's paid benefits are exhausted, the remainder, if any, of the family or medical leave will be unpaid. The use of accrued benefits will not extend the duration of a family or medical leave.

Eligibility [E 83 20] – To be eligible for leave under this policy an employee must be employed in the United States, must have been employed by the employer for at least twelve months in total, must have

worked for the employer at least 1250 hours during the twelve-month period immediately preceding the commencement of leave, and where applicable, must be a family member of a covered service member. For purposes of eligibility, all full-time teachers of an elementary or secondary school system or institution of higher education, or other educational establishment or institution, and all exempt employees are deemed to meet the 1250-hour test unless the employer can clearly demonstrate that the employee did not work 1250 hours during the previous twelve months.

All denominational employees within the United States, who meet the above eligibility requirements, regardless the size of the employer or location of the work site, are eligible for family and medical leave. Church employees outside the United States shall also meet any requirements for leave under their jurisdictions.

Reinstatement [E 83 25] – An employee who takes leave under this policy will be able to return to the same job or a job with equivalent status, pay, benefits, or one which requires substantially equivalent skill, effort, responsibility and authority.

1. *Determination* – The determination of how any employee of an elementary or secondary school is to be restored to an equivalent position upon return from Family and Medical Leave of Absence leave must be made on the basis of established North American Division or school board, Hawaii Conference, or board of education policy. Such policy must be in writing, must be made known to the employee prior to the taking of Family and Medical Leave of Absence, must clearly explain the employee's restoration rights upon return from leave, and must provide substantially the same protections as provided by the Family and Medical Leave of Absence for reinstated employees.
2. *Exemption From Family and Medical Leave of Absence Policy* – The employer may choose to exempt certain salaried, highly compensated "key" employees from this requirement and not return them to the same or similar position.
3. *Completion of Leave* – Once leave has been completed, the employee must obtain job-related certification from the physician or health care provider that the employee is able to resume work.

Basic Requirements and Conditions of Leave [E 83 30] –

1. *Certification* – The employer will require medical certification to support a claim for leave for a qualified employee's own serious health condition or to care for a seriously ill child, spouse, parent, or service member.

The employer may require a second medical opinion and periodic recertification at its own expense. If the first and second opinions differ, the employer, at its own expense, may require the binding opinion of a third health care provider approved jointly by the employer and the employee.

2. *Fitness for Duty Certification* – All returning employees will need to obtain a job-related fitness for duty certificate from the attending physician or health care provider prior to his/her return to work if the Family and Medical Leave of Absence leave taken was based on the employee's own serious health condition. If a safety concern exists, a fitness for duty certification may also be required where the employee has taken intermittent leave.
3. *Temporary Alternative but Equal Position* – If medically necessary for a serious health condition of the employee, his/her spouse, child, parent, or service member, leave may be taken on an intermittent or reduced leave schedule. If leave is requested on this basis, however, the employer may require the employee to transfer temporarily to an alternative, but equivalent in pay and benefits, position, which better accommodates recurring periods of absence or a part-time schedule.

- a. When an instructional employee (one whose principal function is to teach and instruct students) of an elementary or secondary school requests intermittent or reduced leave for planned medical treatment for more than twenty percent of the total number of working days in the period during which the leave would be used, the employer may require the employee to elect either to:
 - 1) Take leave for a particular duration of time which is not greater than the duration of the planned treatment, or
 - 2) Be transferred to an equivalent alternative position.
- b. Exempt employees will not be docked for Family and Medical Leave of Absence of less than one day.

NOTE: Leave for a particular duration means a block, or blocks, of time beginning no earlier than the first day for which leave is needed and ending no later than the last day on which leave is needed, and may include one uninterrupted period of leave. The entire period of leave taken will count as Family and Medical Leave of Absence leave.

4. *Spouses Employed by the Same Employer* – Spouses who are both employed by the same employer and are requesting family, qualifying exigency, military caregiver, or medical leave for the same qualifying event are entitled to the aggregate of time each can individually take for the birth, adoption or placement of a child for foster care, and for the care of a sick parent or a parent-in-law, for exigency or military caregiver leave.
5. *Instructional Employee* – When an instructional employee (one whose principal function is to teach and instruct students) of an elementary or secondary school requests leave near the end of the academic term or semester, the following provisions apply:
 - a. If the employee begins leave more than five weeks before the end of a term, and if the leave will last at least three weeks and the employee would otherwise return to work during the three weeks before the end of the term, the employer may require the employee to continue taking leave until the end of the term;
 - b. If the employee takes leave for a reason other than the employee's own serious health condition which commences during the five weeks before the end of the term, and if the leave will last more than two weeks and the employee would otherwise return to work during the last two weeks of the term, the employer may require the employee to continue taking leave until the end of the term.
 - c. If the employee takes leave for a reason other than the employee's own serious health condition which begins during the last three weeks of the term, and if the leave will last more than five working days, the employer may require the employee to take leave until the end of the term.

NOTE: When the need for leave is foreseeable, such as the birth or adoption of a child, or planned medical treatment, the employee must provide thirty days notice and make efforts to schedule leave so as not to disrupt employer operations. In unforeseen circumstances, thirty days of notification may not be possible; in such cases, as much prior notice as possible must be given. In cases of illness, the employee will be required to report periodically on his/her leave status and intention to return to work.

- d. With the exception for a qualifying exigency leave, if an employee fails to provide thirty days notice for foreseeable leave with no reasonable excuse for the delay, the leave request may be delayed until at least thirty days from the date the employer receives

notice.

Status of Employee Benefits During Leave of Absence [E 83 35] – While an employee is on leave, the employer will continue the employee's health care benefits during the leave period at the same level and under the same conditions as if the employee had continued to work.

1. *Employee Pays to Opt In Eligible Dependent(s)* – If the employee pays to opt in eligible dependent(s) and/or spouse, then while on paid leave the employer will continue to make payroll deductions. While on unpaid leave, the employee must continue to make this payment, which must be received, from the employee as directed by the employer. If the employee does not continue these payments, the employer may discontinue dependent/spouse coverage during the leave period or will recover payments at the end of the leave period, in a manner consistent with the law.
2. *Benefit Entitlements* – Benefit entitlements based upon length of service will be calculated as of the last paid day prior to the start of the unpaid leave of absence.

Procedures

- A. A request for the Family and Medical Leave of Absence Form must be obtained from treasury and completed by the employee. This form should then be initialed by the supervisor and returned to Treasury who will forward the request to ADCO for final approval.
- B. All requests for a family and medical leave absence due to illness will additionally require the completion of the Certification of Physician or Practitioner Form which must also be returned to Treasury. The employee should return the form within 15 days of the request for a family and medical leave absence or provide an acceptable explanation for the delay.
- C. Once leave has been completed, the employee must obtain job-related certification from the physician or health care provider that the employee is able to resume work. This certification must be returned to Treasury.
- D. The Treasury Office will inform the employee of the ADCO decision relative to the request for leave.

420.60 Worker's Compensation Insurance

1. **Accidents, Reporting** - The Hawaii Conference provides worker's compensation insurance for all employees. All work-related injuries should be immediately reported to the treasury department. Employee claim forms may be obtained from the treasury office. A written report should be submitted within 24 hours of the injury by the employee and signed by the employee and his/her supervisor and returned to the treasury department.
2. **Emergency Care** - If emergency health care and/or hospitalization is necessary, the hospital and/or doctor should be notified that it is a possible worker's compensation claim. Treasury department should be notified immediately in order to contact the worker's compensation claims administrator.
3. **Time Off** - If an employee is off work due to a possible compensable injury or illness, the first three full days (or 28.50 hours) may be taken as paid leave. Should the time off be 14 days or longer then the employee will be compensated back to day one by worker's compensation for this time off (see 420.60.5). Should the time off be less than 14 days, but more than three days, worker's compensation will pay from the fourth to the thirteenth day, but not back to day one. If no paid leave is available, the first three days will be without pay.
4. **Health Care** - If the employee needs to see a doctor or is hospitalized, the medical facility should be

informed by the employee that this injury is being reported as a worker's compensation injury.

5. **Workers Compensation Payment** - An employee who is off work more than three full days because of a work related injury or occupational illness can either take that time out of their sick-leave time or take time without pay. Either way the employee will receive compensation from the worker's compensation adjuster. If time has been taken out of the sick-leave time the amount of compensation received from the worker's compensation claims administrator shall be returned to treasury department and credited to the sick-leave time. If the employee has opted to take time without pay, the employee retains the check as reimbursement for the time missed from work.
6. **Time Off** - Time off due to worker's compensation illness or injury may be coordinated with the leave provisions under the FMLA.

420.80 Termination Settlements [NAD WP Y 36]

Termination Settlements [Y 36 05] – In order to provide transition funds for an involuntarily terminated full-time regular status Employee ("Employee"), a termination settlement may be provided under the terms of this policy. The settlement is not an earned employee benefit automatically provided in every case of employment termination.

Eligibility [Y 36 10] – A termination settlement may be granted to an involuntarily terminated Employee who has worked in denominational employment for at least two years, regardless of age. A resignation as a result of being counseled to resign by the employer is considered an involuntary termination for the purposes of this policy. Eligibility shall be determined according to the following criteria:

1. Eligible for Termination Settlement –
 - a. Closure or reduction – An Employee involuntarily terminated due to closure of a denominational facility or staff reductions due to financial exigency or enrollment.
 - b. Lack of Performance – An Employee who is terminated for failing to adequately perform the functions of the job.
 - c. Medical Condition – An Employee who is unable to continue employment because of a medical condition but is not eligible for disability benefits under the Employee Disability Income Plan (Y 33).
 - d. Not Reelected/Reappointed – An elected/appointed Employee who is not reelected/reappointed, and for whom no further assignment consistent with the Employee's training and/or experience is offered by a denominational employer.
 - e. Full-Time to Part-Time – An eligible employee who (a) is involuntarily reduced from full-time employment to part-time employment, or (b) refuses the offer of part-time employment when their status has been involuntarily reduced from full-time employment in the same organization.
2. Not Eligible for Termination Settlement –
 - a. Part-time and non-regular status/local hire employees.
 - b. Involuntary Termination – An Employee terminated for violation of organizational policies and/or practices regarding misconduct, or for criminal behavior.
 - c. Resignation – An Employee who voluntarily resigns from employment.
 - d. Continued Denominational Employment – An Employee who at the time of execution of the separation agreement (see Y 36 60) has declined a full-time denominational position consistent with the Employee's training, compensation, and experience.

Service Record [Y 36 20]– A termination settlement shall be recorded on the terminated Employee’s service record. Such settlement, however, shall not increase service credit, nor shall it cancel any part of the Employee’s service credit.

Settlement [Y 36 30] –

1. *Payment* – Any termination settlement paid under this policy shall be paid by the terminating employer to the eligible Employee in either a lump sum payment or in series of payments at the discretion of the terminating employer.
2. *Calculation* – The settlement shall be 25% of current monthly wages multiplied by total number of years of denominational service credit up to a maximum of twenty years. Current monthly wages shall include wages and cost of living adjustments, but shall not include area travel or any other allowances.
3. *Independent Transfers* – In the case of the termination of an Employee who has been voted an independent transfer, the settlement shall be calculated only on years of service earned as a church employee within the territory of the North American Division or as a regularly appointed interdivision employee from the North American Division.

Other Benefits [Y 36 40] – Any benefits payable at the time of termination under the employer’s policies or as required by law, if any, shall have no effect on the calculation of this settlement. If an Employee has received a previous termination settlement under the terms of Y 36, any subsequent termination settlement shall be calculated based on years of service credit earned since the date of the previous termination settlement.

Health Care Benefits [Y 36 50] – Health care benefits in most situations cease with the effective date of termination (see 240.00). However the terminating employer may provide continued medical benefits to the terminated Employee and dependents participating in the health care assistance plan at the time of separation. This assistance may continue (I) as required by applicable law, or (II) for up to two months from the date of termination, or (III) until the terminated Employee obtains health care assistance coverage,

whichever occurs first. Terminated Employees shall promptly notify the terminating employer if they obtain health care assistance coverage while eligible for assistance under this policy.

Release [Y 36 60] – As a condition of receiving a termination settlement, terminated Employees are required to execute the separation agreement of their terminating employer, which shall include, without limitation, a waiver and release of any and all claims against their terminating employer, related organizations, and the officers, agents and employees of the terminating employer. The terminating employer will issue the separation agreement to the terminated Employee as soon as reasonably practicable following cessation of employment. Terminated employees will have 21 days from receipt of the separation agreement to sign and return it to the terminating employer, unless a longer time period for consideration and signature is required by applicable law. If the separation agreement is not signed and returned to the terminating employer within the applicable time period, the termination settlement may well be forfeited.

420.90 Unemployment Insurance

The Hawaii Conference participates in the State of Hawaii’s Unemployment Insurance program on a self-financing basis. Persons who are terminated from Hawaii Conference employment may be eligible to claim unemployment benefits under this program.

430.20 Retirement Plan

For complete details, refer to the Adventist Retirement Plan Booklet available online at

<http://www.adventistretirement.org/>.

The North American Division Adventist Retirement Plan's office administers the Plan. The Plan is a Defined Contribution Plan in which employer contributions are credited to the employee's personal account after each payday. Employees are urged to make voluntary contributions to the Plan, which their employer will partially match.

Due to IRS regulations, the contributions that the employee and the employer can make to the Plan are limited. Upon request by the employee and based on information the employee provides, the Plan will help the employee calculate those limits and review various alternative strategies in case the limits are exceeded. However, remaining in compliance with the contribution limits is the employee's responsibility.

Generally, if you are an employee of a U.S. Seventh-day Adventist Church entity as listed in the Seventh-day Adventist Yearbook, you are eligible to participate in the Plan. Certain criteria must be met in order to participate in this Plan, such as:

1. You must be working at least halftime on a regular basis (at least 1,000 hours a year).
2. You must be at least 20 years of age.
3. You must not be employed in a temporary position; that is, not expected to last longer than five months when employment is begun.
4. You are not eligible if your employer is an educational institution and you are employed as "student labor" as defined by the IRS for purposes of FICA exemption.

Even if an employee is ineligible for employer participation in this Plan, the employee may make voluntary contributions to the Plan.

430.30 Retirement Allowance [NAD WP Y 46 12]

Employees who have been employed at least half time during each of the two years immediately preceding retirement and terminate employment with eligibility to immediately access employer-provided retirement benefits shall be granted a retirement allowance by the employer. The retirement allowance is not termination pay but is an employee benefit provided at the time the participant is approaching eligibility for retirement benefits according to the following provisions:

1. *Amount* – The maximum allowance shall be equivalent to 12.5 percent of a month's remuneration (including wages and cost-of-living adjustment, but not including travel allowance) for each year of North American Division denominational employment after December 31, 1999. (See Z 40 for Retirement Allowance earned by service prior to January 1, 2000.) Employees who previously received a retirement allowance under this policy shall be eligible for a retirement allowance based only on the years of service credit earned after such payments. Prior receipt of a Termination Settlement (see Y 36) shall not jeopardize or reduce a Retirement Allowance payable after December 31, 2004. In the case of part-time employment immediately prior to retirement eligibility, the Retirement Allowance is calculated at the employee's current remuneration percentage or rate based upon full time service.
2. *Disability* – Receipt of disability benefits from the Employee Disability Income Plan (see Y 33) shall not jeopardize or reduce a Retirement Allowance payable after December 31, 2004.
3. *Service Credit* – The retirement allowance does not entitle an employee to any additional service credit.
4. *Death Before Retirement* – If an employee was eligible to retire at the time of death, but was still employed, the surviving spouse shall be entitled to a retirement allowance.
5. *Time of Payment* – The retirement allowance shall normally be paid at the time of retirement and

shall be computed at the current remuneration rate. However, an employee who is within two years of eligibility for retirement may request and receive up to 50% of this retirement allowance as a direct employee benefit in two payments prior to actual eligibility.

6. *Special Exceptions*—The requirement that employees go directly from active service into retirement in order to be eligible for a retirement allowance payable at the time regular retirement benefits begin may be waived by the employer by special action for reasons such as the following:
 - a. Termination of active employment was no more than 36 months prior to the date retirement benefits become effective, and
 - b. The termination of active employment was due to the transfer of the spouse to a different location or because of retirement of the spouse, or
 - c. The employer may, because of exceptional circumstances, approve a request of the employing organization to waive the requirement that an employee go directly from active service into retirement.

440.00 Continuing Education Policy

Continuing Education is a life-long pursuit. The purpose of continuing education is for the professional growth of the employee so that the employee can be better qualified or enabled to carry out their assigned responsibilities. The study program should be carefully selected by the employee (or may be assigned by the employing organization) to insure that the learning activities are related to the responsibilities given. It is recommended that each hourly employee obtain a minimum of 15 hours of continuing education study hours per year via:

1. Attending Professional Seminars
2. Online Webinars or Training Sessions
3. Self-study courses.

Financial assistance of \$250.00 per year shall be provided. Unused benefits may be carried forward to the following year, for a maximum cumulative benefit of \$500 per year. Continuing education is to be approved in advance by the Treasurer.

465.00 Home Owners and/or Renters Insurance Policy

Each Conference worker is encouraged to take out a home owners/renters insurance policy, even if living in and renting a Conference-owned parsonage. This type of coverage should protect the worker in areas of personal liability, medical payments and personal property loss.

468.00 Conference Owned Housing / Parsonages

General

The Hawaii Conference owns a limited number of dwellings throughout Hawaii, which are rented to employees. Information concerning availability and rental rates is available by contacting the Treasurer.

Eligibility for Conference Housing—

1. Single Family Dwelling Houses - Those eligible to live in a single-family dwelling house, subject to availability, are full-time exempt employees serving as conference officers and associates/assistants, departmental directors and associates/assistants, pastors and teachers.
2. Apartments - Those eligible to live in an apartment, subject to availability, in order of priority:
 - a. Full-Time Exempt employees – officers, departmental directors, pastors, and teachers.

- b. Volunteers who have been called to serve at the Hawaii Conference office.
- c. Full-Time Non-exempt Employees of the Hawaii Conference office.
- d. Full-Time Locally Funded Employees or Volunteers serving at the local church and school.
- e. Retired Employees of the Hawaii Conference.

Decisions on housing assignments and other major housing issues are made by ADCOM or a designated housing sub-committee.

Rental Agreement— A rental agreement between the Hawaii Conference and the tenant will be executed at the time of occupancy. Rental will normally be on a month-to-month basis. An employee housing guidelines document, disclosure of information on lead-based paint, inventory and condition form and pet addendum (if applicable) will also be executed at the time of occupancy and become part of the rental agreement.

Furnishings— Conference housing is generally unfurnished. However, a stove/oven and garbage disposal is provided. In single-family dwelling houses, a dishwasher is normally provided. Air conditioning units are not provided by the conference.

Rent— Rent is charged based on prevailing market considerations, as determined by ADCOM. Rent charges are deducted on bi-weekly payroll from employees, as per the rental agreement. Monthly rental charges are pro-rated for the months of moving in and out.

Security/Cleaning Deposit— A security deposit equal to one month's rent is required upon moving into conference housing. The security deposit is refundable upon moving out under the terms outlined in the rental agreement.

Utilities— Tenants are responsible for their own utility costs and are to have all utility bills in the name of the tenant and mailed to the tenant's home. Upon moving out, please arrange for the electric and water bills to be transferred back to the Hawaii Conference name.

The cost of the water portion of the water bill (but not the sewer portion of the water bill) will be reimbursed to employee tenants living in conference housing to encourage watering of the lawn.

Routine Cleaning and Grounds Maintenance— Routine cleaning of the residence and ground's maintenance is the responsibility of the tenants. This includes lawn mowing and watering, leaf raking, shrub trimming, etc. Planting of trees, as well as removal of existing trees, is to be done only in consultation with the Treasurer.

Modification to Buildings— Houses or apartments must not be modified without written approval from the Treasurer. Modification is defined as moving of doors and cabinets, drilling holes into the walls, floors, tiles or ceiling, wallpapering or repainting, installation of external antennas or electrical lines, installing of phone or internet wiring, installation of air conditioners, or added structures. Upon vacating the property, the resident may be required to change the structure back to its original condition.

Repair and Maintenance— Requests for repair and maintenance should be directed to the office of the Treasurer and a work order completed for routine maintenance. For emergency or urgent needs, please call the maintenance worker directly.

Access and Locks— As per the rental agreement, the conference (landlord) will give tenant at least two (2) days' notice before entering the residence, and enter only during reasonable hours, except in the case of emergency, to perform repairs, inspect, decorate, change, improve or show the unit.

Safety— Please let your personal safety and the safety of your family, as well as the safety of the premises, guides you in making decisions regarding the types of materials you bring into the residence. Caution

should always be exercised when handling or storing poisonous and flammable substances. Use appropriate containers and locations for storage.

Pets— Pets are not banned from conference housings, because we realize pets can be an important part of our lives. We do require a pet addendum to the rental agreement for those tenants with pets, and to be informed as to the number and kind of pets you have. It is the responsibility of the resident to ensure that your pet is not a nuisance to your neighbors, and to cover the cost of any repairs to the housing that may be necessary due to damages caused by your pet. ADCOM reserves the right to disallow or expel pets from conference housing.

Occupants, Sub-Leasing, Guests— Conference residences are owned and maintained primarily for the use of conference employees and their immediate families. Extended stays of other relatives or friends, or subleasing of the premises are not allowed. If you have some extenuating circumstance that you feel should be an exception, please request this in writing to the Treasurer for consideration by ADCOM, and do not make any commitments until you receive a positive response from the Treasurer.

Vacating the Premises— Before you move out, please make sure that all of your personal effects are removed from the premises. As a courtesy to the next tenants, please clean your residence thoroughly, professionally steam clean the carpets, mow the lawn, remove trash from the interior and exterior, inform the Treasurer's office of any maintenance or repairs needs on the property, return your keys to the Treasurer's office, and leave a forwarding address with the U.S. Postal Service.

470.25 Loans to Workers

The General Conference policy regarding loans to workers is as follows:

1. No Conference, mission or institution shall borrow money for reinvestment or to lend to individuals.
2. It is the policy of this Conference not to make loans of any kind to the workers.