



# **Working Policy Manual**

**SOUTHWEST REGION CONFERENCE OF  
SEVENTH-DAY ADVENTISTS**



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# INTRODUCTION

## PHILOSOPHY STATEMENT

"God might have committed the message of the gospel, and all the work of loving ministry, to the heavenly angels. He might have employed other means for accomplishing His purpose. But in His infinite love He chose to make us coworkers with Himself, with Christ and the angels that we might share the blessing, the joy, the spiritual uplifting, which results from this unselfish ministry." *Steps to Christ*, p. 79.

"The servant of God should see that his work is carried forward with fidelity and wrought with nicety... If men expect the best exercise of your skill and ingenuity in temporal matters, how much more should your heavenly Master look to you for the best exercise of your skill and discretion in His work, which is exalted above every earthly consideration." *The Signs of the Times*, May 13, 1889, par. 5 and 6.

The Southwest Region Conference staff is committed to this philosophy. Each member of the staff has accepted the responsibility of properly representing the Seventh-day Adventist Church in attitude, philosophy and conduct. For this reason, only employees who are members in good and regular standing of the Seventh-day Adventist Church are employed.

Loyalty to the principles and standards of the Seventh-day Adventist Church is important to the success and influence of the church. Conference employees should strive to set an example for others both during and outside working hours.

While we wish to promote a friendly atmosphere, we must not resort to casual practices that affect the efficiency of our work. Our officers are involved in serious business. Our staff should be second to none in qualification and efficiency.

## **WORKING POLICY MANUAL**

The purpose of this Working Policy Manual ("Working Policy" or "Manual") is to describe policies and procedures relating to employment at the Southwest Region Conference. If questions arise which are not answered in this Manual, please refer them to Human Resources.

In addition to the policies outlined in this Working Policy, the work of the Southwest Region Conference is administered in harmony with the Working Policy of the North American Division of the Seventh-day Adventist Church. A person accepting employment with the Southwest Region Conference shall also abide by the provisions of the North American Division Working Policy and the Seventh-day Adventist Church Manual.

Employment with the Conference is based upon mutual consent and, in the absence of an annual tenured educational employment agreement, may be terminated at any time by the employee or the Conference without notice or requirement of cause. Neither this Working Policy nor any of the Conference's policies, rules or procedures constitute any employment contract, express or implied, between the Conference and any present or future employee, and does not guarantee employment for any specific duration. No employee of the Conference has the authority to enter into any employment agreement for any specified time period or make any promise or commitment to any applicant or employee.

The Conference Executive Committee reserves the right to change, modify and amend the Conference's policies, rules and procedures from time to time without advance notice. Changes, modifications or amendments to the Conference's policies, rules and procedures will be announced promptly by the Conference President or his designee. Revised policies will take effect immediately. Since policies are constantly under review and/or development, the omission or failure to include a policy in this Working Policy does not nullify or diminish its existence, intent, nor force in any way. Every effort will be made to keep employees fully informed of development of, and/or changes in policy via email, letters, and/or newsletters prior to implementation where possible.

Nothing contained in this Working Policy is intended to violate or restrict any rights of employees guaranteed by federal or state laws, regulations, or local ordinances. This Working Policy will not be construed or applied in any manner that violates or interferes with employees' rights under the law.

This Working Policy, which became effective in January 2024, supersedes all previous handbooks, policies, and manuals.

### **EQUAL EMPLOYMENT OPPORTUNITY**

The Conference is a religious-qualified equal opportunity employer and does not discriminate against qualified applicants or employees on account of race, color, sex, age, national origin, genetic information, veteran or military status, physical or mental disability or other categories protected under federal and state laws, regulations or local ordinances. The Conference prohibits any form of workplace harassment. The Conference hires Seventh-day Adventist church members in regular standing based on religious preferences permitted by the United States Constitution and controlling law.

Employees are chosen because it is believed they can make a definite contribution to the Conference program. If there is anything that we can do to be of assistance to the employee and to make their work more pleasant and rewarding, they may contact us.

\*\*\*\*

"Success depends not so much on talent as on energy and willingness. It is not the possession of splendid talents that enables us to render acceptable service, but the conscientious performance of daily duties, the contented spirit, the unaffected sincere interest in the welfare of others. In the humblest lot, true excellence may be found. The commonest tasks wrought with loving faithfulness are beautiful in God's sight." *Prophets and Kings*, p. 219.





**WORKING POLICY MANUAL**

# SECTION

# A

## GENERAL INFORMATION

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## **GENERAL INFORMATION**

### **OFFICE MANAGEMENT**

The Conference Executive Secretary oversees Conference Human Resource functions. The Treasurer serves as the Conference Office Manager and the Associate Treasurer is the Conference Office Assistant Manager.

### **JOB DESCRIPTIONS**

Job descriptions are made available to each employee from the office of Human Resources. The job descriptions provide information on the expected duties to be performed by the employee.

### **SALARIED EXEMPT PERSONNEL**

These individuals are professionals who are specialists in their fields and fulfill the exemption requirements of the Fair Labor Standards Act (FLSA). Examples of personnel included in this category are: officers in administration; departmental directors, associate directors, and assistant directors; and others in certain supervisory positions. This category is applicable to salaried workers. Due to the nature of their responsibilities, exempt personnel are neither limited to a designated number of working hours nor eligible for overtime.

### **HOURLY NON-EXEMPT PERSONNEL**

Non-exempt personnel generally assist various departmental and administrative personnel in the exempt category. Examples of employees included in this category are assistants/secretaries, cashiers, clerical workers, and maintenance personnel. This category applies to all personnel whose wages are paid on an hourly basis.

### **LOCALLY FUNDED EMPLOYEES**

Some employees of the Conference may be locally funded (i.e., their remuneration and benefits are funded by a local church or school). They are employees of the Southwest Region Conference, as the Conference is the employer for all employees in all classifications, regardless of whether they are Conference-funded, locally funded or assigned to the Conference office, churches, schools, or other facilities.

## GENERAL INFORMATION

Prior to requesting that the Conference hire and assign a locally funded employee, the local church, school or other facility must provide Human Resources with the following information:

1. The position and the duties which the individual will perform;
2. Whether the position is requested to be full time or part time; and
3. The funding that the local facility will commit to the employee based on the employment classification and benefits which must be provided under Church policies and plans.

Human Resources will provide the local facility with a wage and benefit cost summary. The local facility must provide the Conference with confirmation that it will provide the necessary funds for the locally funded employee's remuneration and benefits.

Human Resources or the Conference Board of Education must approve the locally funded position. Human Resources or Conference Board of Education will make a final decision as to whether an individual can be offered employment in the approved locally funded position.

Full time and high hours part time Locally Funded employees who work an average of 30 hours per week over the Conference's measurement period will be eligible to participate in the Health Care Assistance Plan (HCAP). No healthcare benefits will be available for part time Conference Locally Funded employees (or part time Conference Funded employees) who work less than an average of 30 hours per week over the Conference's measurement period.

Retirement benefits will be provided to eligible full time Locally Funded employees with the basic employer contribution and the employee match up to the allowable amount.

Retirement benefits will be provided to eligible part time Locally Funded employees with no basic employer contribution, but with the employee match up to the allowable amount.

Full time Locally Funded employees may be granted a termination set-

tlement by the Conference if they fulfill the eligibility and qualification requirements in NAD Working Policy Y 36.

## **PERFORMANCE EVALUATIONS**

Employees should be evaluated by their supervisors on performance, conduct and compliance with Conference policies, rules and procedures at the conclusion of their Entry Period and at least once per year, or more frequently if needed.

## **HOURS OF WORK**

Work hours at Conference churches, schools, the Camp, and other facilities will be set by the facility director or manager. Employees should check with their supervisor or facility director regarding their assigned work hours.

## **COURTESY AND BUSINESS CONDUCT**

Employees should always practice the highest professional standard of business conduct. This standard should be reflected in telephone conversations, letters, business dealings and relationships with fellow employees. The Golden Rule becomes a basic standard of conduct and not a trite reference.

## **TELEPHONE USE AND COURTESY**

While the telephone is a very convenient and economical method of communication, it is also a major expense for the Southwest Region Conference. Employees are expected to plan their calls and limit the length of conversations as much as possible. Conference phones should not be used for personal long-distance calls and very infrequently for personal calls of any kind.

Care and courtesy in using the telephone not only creates a good impression for the Southwest Region Conference office, but makes the contact more pleasant for those who are calling. In using the telephone, please keep in mind the following suggestions:

1. Answer pleasantly and promptly.
2. Identify yourself by name.
3. Give accurate and careful answers.
4. Always say "please" and "thank you."

5. Display a helpful attitude.
6. Maintain a pleasant tone of voice at all times.
7. Take careful notes and pass on information to persons concerned.
8. Transfer calls tactfully.
9. Hang up gently.

## **PERSONAL BUSINESS DURING WORKING TIME**

The conducting of personal business during working time is discouraged and must be kept to a minimum. Notification should be given to the immediate supervisor and/or Office Manager if an employee must leave the assigned work location to conduct Conference business or for personal reasons. Non-exempt employees are expected to record on their worker reports the starting and stopping times when absent from work on personal business, or for any significant personal business interruptions during work time.

## **EMPLOYEE MEDICAL AND DENTAL APPOINTMENTS**

Employees may arrange appointments with physicians and dentists during working time only if these appointments cannot be scheduled for other times, for example before work, after work and meal breaks. Time off for such appointments must be cleared in advance with your immediate supervisor and the stopping and restarting times recorded on worker reports. With prior approval of their supervisor, non-exempt employees may be permitted to work additional time to make up hours lost during such personal appointments, but only during the same work week. Any makeup time must be approved in advance and scheduled at a time during the work week that is approved by the supervisor.

## **OUT-OF-OFFICE NOTICE**

Employees whose work requires them to be absent from their assigned work location at times should keep their supervisor, assistant and staff, as applicable, informed as to when they plan to be in the office and where they can be reached when traveling in the field.

## **SUGGESTIONS**

Suggestions to improve operations and reduce expenses are welcomed

and appreciated. Any suggestions should be passed along to the manager who will see that the proper attention is given. Written suggestions are encouraged.



**WORKING POLICY MANUAL**

**SECTION**

**B**

**EMPLOYMENT POLICIES**

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# EMPLOYMENT POLICIES

## EQUAL EMPLOYMENT

The Conference is a religious-qualified equal opportunity employer and does not discriminate against qualified applicants or employees on account of race, color, sex, age, national origin, genetic information, veteran or military status, physical or mental disability or other categories protected under federal and state laws, regulations or local ordinances. For a complete statement of the Conference's policy on equal employment, please refer to page 2 of this Manual.

## AT WILL EMPLOYMENT

Employees are employed by the Southwest Region Conference "at-will" and may cease employment at any time or may be released by the Conference without prior notice or requirement of cause. Neither this Working Policy nor any of the policies rules, or procedures contained in this Manual constitute an employment contract, express or implied, between the Conference and any present or future employee, nor do they guarantee employment for any specific duration.

## CONDITIONS OF EMPLOYMENT

Employees of the Southwest Region Conference are expected to possess certain characteristics and qualifications and to comply with the policies, rules and procedures of the Southwest Region Conference and the Seventh-day Adventist Church, including, but not limited to, those listed below:

1. Membership in a constituent Seventh-day Adventist Church with the Southwest Region Conference, unreserved commitment to its objectives, and a personal relationship with Christ.
2. Careful adherence to the Bible-based teachings and standards of the Church by exemplifying standards of personal conduct which would preclude:
  - a. Use of alcoholic beverages, illegal drugs and tobacco.
  - b. Illegal possession and/or misuse of drugs and other prohibited substances.
  - c. Use of profanity.
  - d. Immoral conduct including, but not limited to, adultery, forni-

- cation, pornography and homosexual practices.
3. Personal conduct which goes far beyond professional competence in exemplifying a life standard superior to that generally accepted in the world at large in matters of attitude, work performance and thoughtful attention to personal example and influence in grooming, dress and the avoidance of extremes.
  4. Careful adherence to the highest professional and ethical standards in such matters as integrity and confidentiality.
  5. Willing and consistent loyalty and cooperation.
  6. Exemplary witness to members of the Seventh-day Adventist Church in faithful stewardship as Biblically defined in matters related to personal finance, tithe, time, and talents.
  7. Unreserved commitment and fidelity to Christian service on the part of all employees and to ordination vows on the part of ministers.
  8. Management of personal finances to live within one's regular income and ensure the payment of all just obligations on a current basis.
  9. Avoidance of conflicts of interest.
  10. Comply with prescribed procedures for resolving conflicts, disputes, complaints, and grievances.
  11. Employees are expected to enroll their children in Seventh-day Adventist schools within the Southwest Region Conference where available.
  12. Comply with the policies, rules and procedures as set forth in this Working Policy, and other policies of the Seventh-day Adventist Church, such as the NAD Working Policy and the Church Manual.

## **EMPLOYMENT ELIGIBILITY AND VISA SPONSORSHIP**

Employees are required to present documents establishing both employment authorization and identity, in compliance with the Immigration Reform and Control Act of 1986. Failure to complete the I-9 form or produce genuine and sufficient documents within the period required by law will result in ineligibility for continued employment.

The Southwest Region Conference may, in its sole discretion, sponsor

employment visas for specific positions, including pastor, teacher or Treasury staff (such as Accountants or Auditors).

## **ENTRY PERIOD**

The Southwest Region Conference has established a 90-day entry period for new denominational employees to benefit both the employees and the Conference. This is a period of adjustment and adaptation that permits an employee to learn the job requirements of the position, the department, and the Conference. During the entry period, an employee's conduct and compliance with policies, rules and procedures will be monitored by the employee's immediate supervisor. Upon completion of the entry employment period, an employee's performance and conduct will be reviewed and a decision made whether to (i) place the employee on full-time or part-time status, (ii) extend the entry employment period, or (iii) discontinue employment. If performance, personal conduct or compliance with policies, rules or procedures are not satisfactory at any time during or following the entry period, employees are subject to dismissal from employment. Employees who satisfactorily complete the entry period are not guaranteed continued employment with the Southwest Region Conference.

The initial 90 days of employment with the Southwest Region Conference are considered an entry period. This is also a "get acquainted" or orientation time. Employees are expected to learn as much as possible during this time about their assignment, the equipment an employee used, and the methods of work required. During this 90-day period, employee's performance, conduct, and compliance with Conference policies, rules and procedures will be carefully monitored. Upon completion of the entry period, your performance, conduct, and compliance with policies, rules and procedures will be reviewed and a decision made whether to place the employee on full-time or part-time status, extend the entry period, or discontinue employment. If performance, conduct or compliance with Conference policies is not satisfactory during or following completion of the entry period, the employee is subject to dismissal without notice or cause. Employees who satisfactorily complete the entry period are not guaranteed future employment with the Conference.

## EMPLOYMENT CLASSIFICATIONS

### Hourly Non-Exempt Employees:

**Full-time** - An employee is considered a full-time employee when he/she has completed the entry period and are regularly scheduled to work a minimum of 38 hours a week.

**High Hours Part-time** - An employee is are considered a high-hours part-time employee when he/she has completed the entry period and are regularly scheduled by the Conference to work between thirty (30) and thirty-five (35) hours per week.

**Low Hours Part-time** - An employee is are considered a low-hours part-time employee when he/she has completed the entry period and are regularly scheduled by the Conference to work between nineteen (19) and twenty-five hours (25) hours per week.

**Less than Half-Time** - An employee is are considered a less than half-time employee when he/she has completed the entry period and are regularly scheduled by the Conference to work less than nineteen (19) hours per week.

**Temporary (Full-time or Part-time)** - An employee is considered a temporary employee when he/she fills a temporary position not to exceed 89 days of employment or serves as a relief employee for not more than 89 days. Temporary employees are ineligible for Conference benefits, but will receive statutory benefits such as worker's compensation, Social Security, etc.

### Salaried Exempt Employees

**Full Time** - An employee is considered a full time exempt employee when you are assigned to an authorized full time position which is exempt from overtime under applicable laws, has completed the Entry Period, and received full time salaried remuneration according to the employee's classification and wage scale level.

**Less Than Full Time** - An employee is considered a less than full time exempt employee when you are assigned to an authorized less than full

time position which is exempt from overtime under applicable laws, has completed the Entry Period, and received pro-rated salaried remuneration according to the employee's classification and wage scale level.

### **Reassignment Between Classifications**

If an employee is reassigned by the Conference to a different classification (e.g. from part time to full time), the employee's eligibility for benefits under the new classification will commence on the first day of the month following the reassignment, subject to any waiting periods required by benefits policies or plans.

If an employee is reassigned by the Conference to a classification with fewer benefits, or which is ineligible for certain benefits, the employee's participation in benefits under his/her prior classification will cease on the effective date of the transfer. Employers reassigned from full time to low hours part time or less than half time classifications would be continued as participants in the HCAP for the balance of the Conference's stability period in accordance with the Affordable Care Act.

If an employee has accrued and unused vacation upon reassignment to a non-benefits classification, the accrued vacation will be paid to the employee (at the remuneration rate for the prior classification) on the next pay date after the employee's reclassification becomes effective.

## **REASONABLE ACCOMMODATIONS**

The Southwest Region Conference provides equal employment opportunities to qualified persons with disabilities in compliance with federal and state laws. Discrimination against qualified disabled persons is prohibited.

The Conference will make reasonable accommodations for qualified disabled persons who seek employment with the Conference to ensure equal opportunity in the application process. The Conference will also make reasonable accommodations for qualified disabled employees to enable them to perform the essential functions of their job and to provide equal access to benefits and privileges of employment.

A person seeking employment with the Conference may request a reasonable accommodation orally or in writing from Human Resources.

A family member, health care professional, or other representative may also request an accommodation on behalf of an applicant or employee. To ensure accurate record-keeping of accommodation requests, applicants and employees seeking a reasonable accommodation must follow up any oral request by submitting it in writing or via email to Human Resources. If an employee with a disability requires assistance with this requirement, Human Resources will provide that assistance. While the written confirmation should be made as soon as feasible following the request, it is not a requirement for the request itself.

### **Interactive Process**

Human Resources will review the accommodation request, the process for determining whether a reasonable accommodation can be provided, and potential reasonable accommodations. Human Resources will have the principal responsibility for identifying possible accommodations. The Conference will take a proactive approach in searching out and considering possible accommodations, including consulting appropriate resources for assistance. The employee requesting the accommodation should also participate to the extent possible in helping to identify effective accommodations.

### **Requests for Supporting Documentation**

The Conference may seek information or documentation about the disability and/or functional limitations from the individual, and/or request that the individual obtain such information from an appropriate professional, such as a doctor, social worker, or rehabilitation counselor.

If the information provided by the individual requesting the accommodation or the health care professional is insufficient to enable the Conference to determine whether an accommodation is appropriate, the Conference may ask for further information. The Conference and the individual requesting the accommodation may agree, as an alternative, for the individual to sign a limited release for the Conference to submit a list of specific questions to the individual's doctor or to otherwise con-

tact the individual's doctor.

If, after a reasonable period, there is not sufficient information to demonstrate that the individual has a disability and needs a reasonable accommodation, the Conference may request that the individual be examined by a physician chosen by the Conference, at its expense.

Failure to provide appropriate documentation or to cooperate in the Conference's efforts to obtain such documentation can result in a denial of the reasonable accommodation.

### **Confidentiality**

All medical information, including functional limitations and reasonable accommodation needs, that the Conference obtains in connection with a request for reasonable accommodation will be maintained in confidential files separate from the individual's personnel file.

Information will only be disclosed on a need to know basis and in the following circumstances: (i) supervisors and managers may be told about necessary restrictions on the work or duties of the employee and about the necessary accommodations, but medical information will only be disclosed if necessary; (ii) first aid and safety personnel may be informed, when appropriate, if the disability might require emergency treatment; (iii) government officials may be given information necessary to investigate the Conference's compliance with applicable federal and state law; (iv) information may, in certain circumstances, be disclosed to workers' compensation offices or insurance carriers; and (v) information may be disclosed in response to a subpoena or court order.

### **Response to Reasonable Accommodation Requests**

The Conference will notify the individual who requested the accommodation whether the request for accommodation will be granted or denied. If the request is denied, the Conference will provide the individual with an explanation for the denial. If the Conference has offered to make an alternative accommodation which was not agreed to during the interactive process with the requesting individual, the explanation will include both the reason for the denial of the requested accommo-

ation and the reason that the Conference believes that the alternative accommodation will be effective.

### **ACCOMMODATION OF PREGNANCY-RELATED LIMITATIONS**

The Conference provides equal employment opportunities to qualified women without regard to past, current, or future pregnancy, childbirth or pregnancy-related conditions. Discrimination based on pregnancy or pregnancy-related conditions is prohibited.

The Conference will make reasonable accommodations for female applicants and employees who have limitations related to pregnancy, childbirth or related medical conditions to enable them to perform the essential functions of their job and to provide equal access to benefits, privileges, and conditions of employment.

Women employees who desire accommodations for pregnancy or pregnancy-related medical conditions should follow the process outlined in the Reasonable Accommodations Policy.

### **NURSING MOTHERS IN THE WORKPLACE**

The purpose of this policy is to fulfill the requirements of federal and state laws supporting nursing mothers in expressing breast milk in the workplace.

The Conference will provide employees who are nursing mothers (both salaried exempt and non-exempt) with a break each time the employee has a need to express milk for a period of one year following the birth of their child unless longer time periods are required by state laws and/or local ordinances. This benefit is available to employees during their standard work week, as well as during any overtime or additional hours worked.

An employee who desires to use this benefit is expected to give her supervisor reasonable notice (preferably, prior to the nursing mother's return to work) so that a schedule can be arranged and a location identified for the employee's use.

If a non-exempt employee uses a regularly scheduled paid rest break

to express breast milk, the employee will continue to be compensated for the scheduled break time. All other breaks by non-exempt employees to express breast milk will be unpaid unless the employee is not completely relieved from duty during the entire break in which case, the break time will be paid and considered hours worked. Exempt employees will not have their compensation reduced for any rest breaks to express milk.

The Conference will provide employees who desire to use this benefit with a private room (other than a bathroom) that is shielded from view and free from intrusion (i.e., lockable) to express their milk during work hours. The room will include an electrical outlet, comfortable chair, and nearby access (but not necessarily in the room) to running water. Employees may use their private office (but not open or cubicle offices) for expressing milk, if they prefer, provided that the office is free from intrusion (i.e., lockable).

Employees may use their own cooler packs to store expressed breast milk or may store milk in a designated refrigerator, if available on the premises. Employees must provide their own containers for breast milk, clearly labeled with their name and the date. Employees must take expressed milk home at the end of each workday. The Conference is not responsible for ensuring the safekeeping of expressed milk stored in any refrigerator on its premises.

Administrators, supervisors, and employees are expected to provide an atmosphere of support for employees who desire to use this benefit. No employee shall discriminate in any way against any employee who chooses to express breast milk in the workplace.

Questions regarding this policy should be directed to Human Resources.

## **HARASSMENT-FREE WORKPLACE**

### **Working Environment**

The Southwest Region Conference 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. 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 working environment free of harassment and assist in preventing inappropriate workplace conduct, the Conference has taken the following actions:

1. Developed a harassment policy and complaint procedure;.
2. Designated an officer, the Executive Secretary, and Human Resources to serve as the individuals to whom complaints of harassment can be made by employees;.
3. Supplied each employee with a copy of the harassment policy and complaint procedure; and
4. Had each employee acknowledge in writing the receipt of this policy and complaint procedure, which will be maintained in the employee's personnel file.

***Personal Conduct*** - Employees of the Southwest Region Conference are to exemplify the Christ-like life and shall avoid all appearances of wrongdoing. They should avoid behavior that is harmful to themselves or others and refrain from actions that could undermine their dedication to the Christian way of life. Employees should respect and uplift each other and not be placed in a position of embarrassment, disrespected or harassed because of their sex/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*** - Sexual harassment is a form of harassment that involves unwelcomed sexual advances, request for sexual favors, or other verbal, written, or physical conduct of a sexual nature when:

1. Submission to such conduct is 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 inter-

fering with an individual's work performance, or creates an intimidating, hostile, or offensive working environment.

**Improper Conduct** - Improper conduct by the employer, co-workers and, in some instances, non-employees (such as visitors, vendors, contractors, members, or the public), includes, but is not limited to;

- Any subtle or overt pressure or request for sexual favors or activity, including any suggestion that an applicant's or employee's submission to or rejection of sexual advances will affect that person's employment;
- Unwelcomed sexual flirtation or propositions;
- Unnecessary or inappropriate touching of a sexual or abusive nature (e.g., patting, pinching, hugging, repeated brushing against another person's body, etc.);
- Displays of sexually suggestive pictures, drawings, cartoons, or objects;
- Threats or demands for sexual favors;
- 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);
- Demeaning or degrading comments about an individual's appearance;
- Denying an employee the opportunity to participate in training or education on account of gender, race, color, national origin, age or disability.
- Limiting opportunities for promotion, transfer or advancement on account of gender, race, color, national origin, age or disability; or
- Requiring a protected employee to perform more difficult tasks or less desirable work assignments to force them to retire or resign from employment.

**Other Forms of Harassment** - Verbal, visual, or physical conduct also violates this policy when it denigrates, threatens, or shows hostility toward an individual or group because of a prohibited characteristic (such as race, color, religion, national origin, age, veteran or military status, disability, or other categories protected under federal or state laws, regulations or local ordinances), or has the purpose or effect of unreason-

ably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

Examples of conduct which may constitute harassment on account of race, color, religion, national origin, age, veteran or military status, disability, or other protected categories include, but are not limited to, slurs or epithets; negative stereotyping; threats, intimidation, or hostile acts based on a personal characteristic; Any subtle or overt pressure or request for sexual favors or activity, including any suggestion that an applicant's or employee's submission to or rejection of sexual advances will affect that person's employment.

### **Reporting Suspected Harassment**

Employees who in good faith 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 Human Resources. The initial report should be followed by a written statement describing the incident and identifying potential witnesses. Employees are encouraged to report incidents of harassment within 72 hours so that a prompt investigation can be undertaken by the Conference.

### **Reporting Misconduct Toward Others**

Employees who are aware of incidents of potential workplace harassment toward themselves or others are to report such incidents to Human Resources or the Executive Secretary.

### **Investigation and Corrective Action**

The Conference will investigate all claims of harassment in an objective and thorough manner. The Conference will maintain confidentiality to the extent consistent with a thorough investigation. The determination of whether or not a particular action constitutes harassment will be made from the facts on a case-by-case basis. In determining whether alleged conduct constitutes harassment, the Southwest Region Conference will consider the record as a whole and the totality of the circumstances, including the nature of the conduct and the context in which it occurred. If the Conference determines that a violation of this policy has occurred,

it will take appropriate corrective action to terminate the harassment and prevent its reoccurrence. The Conference will also take appropriate corrective action, as feasible, against non-employees engaging in harassment toward Conference employees.

### **Prohibition of Retaliation**

The Southwest Region Conference prohibits retaliation against employees complaining of harassment or participating in an investigation of a complaint.

### **Good Faith Claims**

While the Conference urges individuals to report alleged harassment, false allegations can irreparably harm an employee's reputation and limit his or her ability to fulfill job responsibilities. Employees who bring malicious, spiteful, or false allegations of harassment will be subject to disciplinary action under the Conference's conduct rules contained in this Working Policy.

### **MEAL BREAKS**

Conference employees, regardless of their work location/assignment, are provided a 30-minute unpaid meal period. Employees are urged to leave their work location during their meal break to receive the benefit of a change of environment. **Non-exempt/hourly employees must clock out or record on their time sheet the beginning of their meal break and clock in or record on their time sheet when they return to work from their meal break.** Employees who fail to clock in/out or record meal breaks are subject to disciplinary action.

**Non-exempt/hourly employees are not allowed to work during their meal break or to take their meal break at their work location.** Non-exempt employees are to record on their time record the amount of time they work during any meal period. All time worked during the meal period by non-exempt employees will be paid.

Meal breaks may not be cancelled or waived by the employee to make up for the employee's late arrival, early departure from work or to cover time off for other purposes.

### **Interrupted Meal Break**

If a non-exempt employee's meal break is interrupted with necessary work, the employee shall clock in or sign in on their time sheet to appropriately complete the work. If the employee is unable to clock in at the time of interruption, the employee must complete a correction in the timekeeping system and submit it to their supervisor or manager to initiate an adjustment to the employee's time record and payment for the duration of the interruption. Depending on the duration of the interruption, the shortened meal period may also be compensated in compliance with applicable laws.

### **Missed Meal Break**

If a non-exempt employee is unable to cease performing his/her duties and a scheduled meal period cannot be taken, the employee will be compensated for the additional working time in compliance with applicable laws.

### **Employee Responsibilities**

It is the responsibility of each non-exempt employee to clock in and out or record their time spent on meal breaks and confirm that his/her hours worked are accurate and complete.

### **Complaint Procedure**

If an employee believes that this policy has not been followed (for example, where a supervisor directs he/she not to submit your time for an interrupted or missed meal break, or requests or permits he/she to work "off the clock" during a meal break), the employee should promptly report the suspected violation to Human Resources. The Conference will promptly investigate the situation and take corrective action, if appropriate. No employee will be retaliated against or adversely affected for filing a complaint.

### **REST BREAKS**

Employees may be provided morning and afternoon paid rest breaks of 15 minutes each, workload permitting. Rest breaks may not be used to make up for a non-exempt employee's late arrival, early departure or to cover time off for other purposes. Two rest breaks may not be combined into a one half-hour long break.

## **EMPLOYMENT RECORDS**

The Conference maintains employment records on each employee in the Office of the Secretariat. These records include employee's completed application form, written reports, performance reviews and other documents, all of which are assembled to form an accurate account of the employee's experience with the Southwest Region Conference. A service record reflecting service time rendered to the organization is also maintained in the Secretariat for each employee. The service records are updated on an annual basis and distributed from the Secretariat. Employee payroll records are filed in the Treasury Department. To keep employee's personnel record up-to-date, the employee should notify these departments of any changes in their name, marital status, address, telephone number, dependents, or other pertinent information.

Current employees may request to review their employment records in the Conference office through the Secretariat, subject to the following conditions: (i) employment records must be reviewed in the presence of a Conference employee; (ii) employees may not alter, add, or remove personnel record documents; (iii) employees may not copy personnel record documents; and (iv) employees who have given notice of resignation, received notice of termination, or have been counseled to resign may not review their personnel records between the date of notice and cessation of employment.

Former employees of the Conference may not review their employment records except required by applicable law.

## **SERVICE RECORD**

A Service Record is kept for each employee. All time worked is credited to the employee and is officially documented by the signature of the Southwest Region Conference Executive Secretary. A copy of the employee's service record will be given to the employee when he/she transfers or for any other reason leaves the employment of the Southwest Region Conference. At the employee's request, the Conference will furnish, at any, time a copy of their personal service record. The original service record, however, is not the property of the employee. It belongs to the employing organization.

## **CREDENTIALS AND LICENSES**

Official credentials and licenses are issued to employees of the Southwest Region Conference as follows:

- 1.** Ministerial Credentials are issued to ordained ministers.
- 2.** Missionary Credentials are issued to non-ministerial employees who have a minimum of five full years' denominational experience.
- 3.** Ministerial Licenses are granted to those who are engaged in ministerial work and who would be expected to be ordained in due course.
- 4.** Missionary Licenses are granted to employees with limited experience (less than five years), including regularly employed field, institutional, and office employees.
- 5.** Commissioned Ministerial Credentials are issued to ministerial employees who are not currently on the ministerial ordination track and who have a minimum of five years of denominational experience.
- 6.** Commissioned Ministerial Licenses are issued to ministerial employees who are not currently on the ministerial ordination track and who have less than five years of denominational experience.
- 7.** Commissioned Ministry of Teaching Credentials are issued to teachers and other professional educators with a life-long commitment to, and at least six years of satisfactory employment in the Seventh-day Adventist education system.
- 8.** Commissioned Ministry of Teaching Licenses are issued to licensed/certificated teachers/educators with not less than three years of satisfactory service in the Seventh-day Adventist education system.
- 9.** Ministry of Teaching Licenses are issued to entry level teachers or persons initiating their work as teachers in the Seventh-day Adventist education system.

The Southwest Region Conference Executive Committee has the power to withdraw licenses and credentials from its employees in harmony with its constitutional provisions.

## **MOVING NULLIFIES CREDENTIAL/LICENSE**

The license or credential of an employee of the Southwest Region Conference is automatically nullified and voided when he/she (i) ceases employment with the Conference, (ii) transfers away from the licensed or credentialed position to another position within the conference is not eligible for the applicable license/credential, or (iii) moves outside the territory of the Conference.

## **EMPLOYEE CHURCH MEMBERSHIP**

All employees of the Southwest Region Conference must have their church membership in a church within the Southwest Region Conference.

Pastors must have their church membership in a Southwest Region church within the district to which they are assigned.

Teachers must have their church membership in a Southwest Region church that is a constituent member of the school in which they are teaching.

## **CONFLICT OF INTEREST**

All officers, employees and non-employee committee members of the Southwest Region Conference have a duty to be free from the influence of any conflicting interest when they represent the organization in negotiations or make representations with respect to business transactions with third parties. They are expected to work with all persons doing business with the organization on a basis that is for the best interest of the organization without favor or preference to third parties or personal considerations.

A conflict of interest arises when a trustee, officer, committee member, or an employee of the Conference has such a substantial personal interest in a transaction or in a party to a transaction that it reasonably might affect the judgment he or she exercises on behalf of the organization. Employees are to consider only the interests of the organization, always avoid sharp practices, and faithfully follow the established policies of the organization.

Although it is not feasible in a policy statement to describe all of the circumstances and conditions that might have the potential of being considered as conflicts of interests, the following situations are considered to have the potential of being in conflict, and are to be avoided:

1. Engaging in outside business or employment which permits encroachment on the organization's call for the full services of its employees even though there may not be any other conflict.
2. Engaging in business with or employment by an employer that is in any way competitive or in conflict with any transaction, activity, or objective of the organization.
3. Engaging in any business with, or employment by an employer that is a supplier of goods or services to the organization.
4. Making use of the fact of employment by the organization to further outside business or employment, or associating the organization or its prestige with an outside business or employment.
5. The ownership or leasing of any property with knowledge that the organization has an active or potential interest therein.
6. The acceptance of any gratuity, favor, benefit, or gift of the greater than nominal value beyond the common courtesies usually associated with accepted business practice, or of any commission or payment of any sort in connection with work for the organization other than the compensation agreed upon between the organization and the employee.
7. Making use of any confidential information obtained through employment by the organization for personal profit or advantage, directly or indirectly.

### **EXEMPT EMPLOYEES AND CAMP MEETING**

1. Lodging at the Camp is provided for all exempt employees.
2. Exempt employees are not required to stay overnight on the campgrounds so long as it is understood that:
  - a. Punctuality and attendance at all assigned employee meetings are still required.
  - b. All costs associated with staying off the campgrounds are the total responsibility of the employee unless prior approval of these expenses has been granted by the Conference Officers.

- c. Travel reimbursement will only be given for one round trip to and from the campground from the employee's home.
3. While at Camp Meeting, exempt employees are required to perform those duties and work schedules specifically assigned to them. Punctuality is expected of all workers for all assignments and scheduled meetings.
4. If a pastor is uncertain about his/her work shift or assigned duties, the pastor should seek clarification from the Camp Superintendent. All other exempt employees should contact the Conference Secretariat for any clarification about their work assignments.
5. After an exempt employee's work assignment has been completed or a work schedule has ended, the employee is free to utilize idle time for his or her own purposes, including voluntary attendance at church services or seminars as a church member. However, due to unforeseen circumstances, exempt employees may occasionally be required to help in areas to which they were not specifically assigned in addition to their regular work assignments and schedules.

## **NON-EXEMPT EMPLOYEES AND CAMP MEETING**

For hourly non-exempt employees of the Conference to fulfill their specific assignments during the upcoming Camp Meeting, it is important for everyone to understand what is expected of them during this event.

1. Conference employees are not required to remain overnight on campground property during Camp Meeting.
2. Lodging at the campground will be provided if an employee voluntarily elects to stay at the campground overnight for his or her personal convenience.
3. While at Camp Meeting, Conference employees are only required to perform those duties or work schedules specifically assigned to them.
4. If an employee is uncertain about his/her work shift or assigned duties, the employee should seek clarification from a Conference Executive Officer.
5. Employees are only expected to be "on duty" for the amount of time specified for their work assignments/schedule.
6. After an employee's work assignment has been completed or

a scheduled shift has ended, the employee is free to utilize idle time for his or her own purposes, including voluntary attendance at church services or seminars as a church member.

7. While at Camp Meeting, work assignments for non-exempt employees will only be provided by the following individuals: President, Executive Secretary and Treasurer.

## **ELECTRONIC SYSTEMS**

Conference electronic systems are to be used to support the Conference's business activities. Conference "electronic systems" include, but are not limited to, computers, software, internal and external communication networks (internet, intranet, online services, electronic bulletin boards, Conference or facility social networking and blogging sites, telefax, and e-mail systems), voice mail, and telephonic communications.

The content of electronic messages, documents, and graphic images must conform to Conference ethical and business standards. The use of electronic systems for activities such as communicating inappropriate, sexually explicit or harassing statements, abusive, profane, racial or ethnic statements, communicating destructive (virus) programs, or conducting personal business is prohibited. The use of profanity, derogatory epithets, slurs, sexual innuendo, or physically threatening language is also prohibited. The Southwest Region Conference email system may not be used by employees during working time to solicit other employees regarding products, services, or organizations. Other elements of the Southwest Region Conference electronic systems may not be used at any time (working time or non-working time) to solicit other employees regarding products, services or organizations. The Conference harassment policies applies to all communications on Conference electronic systems.

If employees receive any inappropriate or offensive electronic communication(s), they should refrain from forwarding the communication(s) to others and notify their supervisor or the Conference Executive Secretary regarding the communication.

Employee access to Conference electronic systems and the Internet is provided solely for conducting Conference business. Employees with authorized Conference electronic systems and/or Internet access may engage in minimal personal use of the Internet and the electronic mail system, provided that such personal use does not interfere with or obstruct timely performance of the employee's job duties and responsibilities. Access to information or materials on the Internet and/or electronic mail system that is not in harmony with Christian ethics and/or Church or Conference policies is strictly prohibited, and the personal use of the electronic mail system Internet is subject to the provisions and restrictions of this policy and other Conference policies.

All electronic systems and data (including e-mail, computer data, tele-faxes and voice mail) are the property of the Conference and considered Conference records. In order to maintain the security, integrity and business purpose of its electronic systems, the Conference reserves the right, to the extent permitted by state and federal laws, to log into, intercept, retrieve from data archives and read the entire content of any electronic message, telephonic, telefax or voice mail communication transmitted to/from or stored in the Conference systems, including communications and data that have been deleted by users. Electronic communications and data should not be considered private.

Employees may not place any personal software on Conference computer systems. Users must comply with software licenses, copyrights and all other state and federal laws governing intellectual property. Electronic systems may not be used to send (upload) or receive (download) copyrighted materials, proprietary information, trade secrets or similar materials without prior authorization. Unless otherwise provided in the license, any duplication of copyrighted software, except for backup and archival purposes, is prohibited.

User IDs and passwords are unique to employees and these computer key codes are equivalent to an employee's handwritten legal signature. Employees shall not disclose or reveal their user ID and passwords for information systems to any unauthorized person. Employees shall never post user IDs or passwords, leave a signed-on terminal unattended,

or share a signed-on terminal with others. Employees are to report any inappropriate use of their password or sign-on immediately to their Supervisor or Human Resources.

Any employee who becomes aware of a violation of this policy must notify Human Resources. Employees who violate this policy or use the Internet or Conference electronic systems for improper purposes or more than minimal personal purposes are subject to discipline, up to and including dismissal.

## **SOCIAL NETWORKING**

This policy establishes guidelines which employees must observe when participating in social networking sites and/or engaging in other forms of Internet use.

The Conference understands that some employees participate in social networking sites such as, but not limited to, Facebook, Instagram, X (formerly known as Twitter), TikTok, LinkedIn, etc., participate in chat rooms, create and maintain personal websites, including blogs, or engage in other forms of personal Internet use. The Conference respects employees' online social networking and personal Internet use. However, employees' online comments, online postings of photos or other images, and/or other online activities could negatively impact the Conference. Therefore, the Conference requires that employees observe the following guidelines when participating in social networking sites or engaging in other forms of Internet use:

1. Any information posted on a social networking site, personal website and/or the Internet, must comply with all the Conference policies, including, but not limited to the Electronic Systems policy and Confidential Information policy.
2. Employees should not disclose any confidential information about members or Conference personnel, as defined in the Confidential Information policy, during their online social networking, personal website and/or other Internet use.
3. Employees may only use the Conference's computers and Internet access for Conference business or other authorized purposes during working time. Brief and occasional personal access

to the Internet is acceptable so long as it is not excessive or inappropriate, occurs during personal time (lunch or other authorized breaks) and does not result in an expense to the Conference. Use is defined as "excessive" if it interferes with normal job functions, responsiveness, or the employee's ability and/or availability to perform daily job activities.

4. Employees may not use the Conference email system during working time to solicit other employees regarding products, services or organizations. Employees may not use other Conference or facility electronic systems during working or non-working time, even for brief and incidental periods, to solicit for commercial ventures, political causes, outside organizations, or other non-job-related solicitations.
5. In limited circumstances, employees may be permitted to present official messages on behalf of the Conference on behalf of the Conference as part of their job duties or when such messages are approved in advance by Conference Administration. In all other circumstances, employees unofficially commenting online, posting online, or engaging in any other online activities related to any aspect of the Conference or its business should make it clear that any views expressed belong to the individual employee and are not the views of the Conference.
6. Any external use of Conference trademarks or other intellectual property on social networking sites, personal websites, or the Internet must be approved by the Conference's Human Resources Department prior to posting.
7. Employees are prohibited from using Conference equipment, systems, or facilities to create or maintain a personal website or blog during working time for furtherance of non-work-related activities or relationships without the express advance permission from the Conference's Human Resources Department.
8. Employees are prohibited from revealing Confidential Information, as defined in the Confidential Information policy, including, but not limited to, an individual's personal identifying information. Employees who disclose information protected by federal and/or state laws may face criminal investigation and prosecution, civil monetary penalties, and internal Conference disciplinary actions.

9. Employees may be subject to disciplinary action, up to and including termination of employment, for commenting, posting, or engaging in other online activities that:
  - a. create a harassing, discriminatory, defamatory, demeaning, or hostile working environment of any employee;
  - b. reveal Confidential Information (as defined in the Confidential Information policy) of the Conference, its members or employees.

Employees should be mindful of their physical safety when posting information about themselves or others on any social networking site, personal website, or the Internet.

This policy also applies to comments posted on any social networking site, personal website, the Internet and all other forms of public communications outside of the Conference including, but not limited to, all forms of social media, print, broadcast, digital, websites, blogs, broadcast e-mails, instant messaging, text messages, chat rooms and statements to the media.

When confronted with a situation that is not expressly covered by this Policy or any of the Conference's other policies, employees are to use their professional best judgment and follow the most prudent course of action. If employees have any questions, they should consult Human Resources before taking any action.

The Conference, in its sole discretion, will determine whether employees' Internet use violates the Conference policies.

Individuals using the Conference equipment for personal Internet use are subject to having their activities monitored by the Conference to the extent permitted by applicable law. Employee use of the Conference electronic communication resources constitutes the employee's consent to security monitoring and retrieval of any electronic communications or data.

Employees who violate any portion of the Social Networking Policy will be subject to disciplinary action, up to and including termination of employment.

This Social Networking Policy is not intended to restrict rights protected under federal or state laws or local ordinances, including Title VII of the Civil Rights Act of 1964 and the National Labor Relations Act.

## **STANDARDS OF CONDUCT AND CORRECTIVE ACTION**

The purpose of corrective action is to provide a systematic and equitable means of addressing employee violations of conditions of employment, policies, rules, procedures, or other unacceptable practices, and to assist employees in achieving optimum performance and conduct. Although "cause" is not required to terminate the employment relationship, the Conference may dismiss an employee or take less severe corrective or counseling action for violating Conference policies, rules, or procedures, including, but not limited to, those policies, rules or procedures set out in this Working Policy. The following non-exclusive list of actions may subject an employee to dismissal or less severe corrective action:

1. Violation of conditions of employment.
2. Violation of published policies, rules, and procedures.
3. Failure to believe and practice the fundamental teachings and standards of the Seventh-day Adventist Church.
4. Failure to comply with a reasonable request by a supervisor.
5. Failure to prepare or maintain accurate records in the manner prescribed by the Conference.
6. Failure to submit valid and timely verbal or written reports.
7. Falsification of Conference records, documents or reports (oral or written).
8. Excessive tardiness or absenteeism, regardless of the reason.
9. Absences of two (2) consecutive days or three (3) non-consecutive days without notification or satisfactory reason ("no call-no show") within a "rolling" 12 month period.
10. Gambling in any form, including lotteries and games of chance.
11. Theft or dishonesty.
12. The possession, consumption, transfer, or use of alcoholic beverages.
13. The illegal use, possession, consumption, transfer, or sale of drugs or drug-related paraphernalia.
14. Reporting to work or working while impaired by drugs or under the influence of alcohol.

- 15.** Failure to perform job requirements or meet standards of proficiency and productivity.
- 16.** Causing or contributing to unsafe or unhealthy conditions.
- 17.** Disorderly, abusive, profane, or physically threatening language or conduct.
- 18.** The failure or inability to maintain appropriate working relations with fellow employees.
- 19.** Misconduct toward or physical/verbal abuse of co-workers, members, or other persons.
- 20.** Fighting, threatening, intimidating, attempting bodily harm, or injury toward any person.
- 21.** Improper or unsafe dress.
- 22.** Misuse or unauthorized release of Confidential Information (as defined by the Confidential Information Policy).
- 23.** Engaging in physical, verbal or visual harassment on account of race, color, sex, age, national origin, genetic information, veteran or military status, marital status or disability/handicap.
- 24.** Committing acts which affect the efficiency or productivity of employees.
- 25.** Violation of the Conference Electronic Systems policy.
- 26.** Remarriage without Biblical grounds.
- 27.** Immoral conduct as determined by the Conference.
- 28.** Misappropriation or misuse of funds or other assets.
- 29.** Unauthorized possession or use of property of the Conference or other individuals.
- 30.** Failure or inadequate effort to fulfill job assignments.
- 31.** Being convicted of a felony or a crime of moral turpitude (felony or misdemeanor).
- 32.** Supporting or being involved with activities, movements, groups, or organizations that are in conflict with the teachings and objectives of the Seventh-day Adventist Church.
- 33.** Disregarding or violating sound principles of Christian interpersonal relationships.
- 34.** Marriage to a non-Seventh-day Adventist.
- 35.** Refusal to accept a transfer or a reassignment within the Conference territory.
- 36.** Unfaithfulness in the returning of tithes.

**37.** Insubordination or failure to comply with a reasonable request by a supervisor.

### **Implementing Corrective Action**

Violation of the Conference policies, rules, or procedures, including but not limited to those set out in this Working Policy, will result in corrective action, up to and including termination. Any of the following corrective actions may be implemented based on the policy, rule, or procedure violated, and all of the circumstances involved:

**Verbal Warning** - A verbal warning may be administered to the employee by the immediate Supervisor or another Conference official to the employee. Verbal warnings administered to employees will be documented in the employee's file.

**Written Warning** - A written notice may be issued to an employee detailing the policy, rule, or procedure violation, or the unsatisfactory performance by the employee. The warning will outline the corrective action the employee must take within a prescribed timeframe, and inform the employee that further corrective action will be taken by the Conference if correction and/or improvement is not achieved within this period. A copy of the warning will be provided to the employee and placed in the employee's personnel file by Human Resources.

**Evaluation and Performance Improvement Plan** - A supervisor or director may conduct an evaluation session with an employee to review unsatisfactory performance or violation of policies, rules, or procedures. Following the evaluation, the Conference may issue the employee a Performance Improvement Plan (PIP) outlining required actions and improvements, the timeline for completion, and notice of potential corrective actions if required actions and improvement are not fulfilled by the employee. (A PIP may also be issued outside of the evaluation process.) Both the evaluation and PIP will be placed in the employee's personnel file by Human Resources.

**Probation** - The Conference may place an employee on probation. The employee will be advised of the probationary action. A letter will be

sent to the employee from Human Resources confirming the probationary status and a copy placed in the employee's file. At the conclusion of the probationary period, the employee will be informed whether he/she will be released from probation, the probation will be extended for an additional specified period, or employment will cease to due unsatisfactory performance or conduct during the probationary period.

**Termination** - Termination of employment may occur due to a single action, or an employee fails to correct performance or conduct problems after prior corrective action by the Conference.

Termination settlements may be provided to the eligible employees in accordance with NAD Working Policy, *Section Y 36 Termination Settlements*. To receive a termination settlement, an eligible employee must sign the Conference's Separation Agreement as provided in NAD Working Policy Y 36.

### **EMPLOYEE GRIEVANCES**

Good working relationships, communication, and understanding between employees and employers contribute to the effective operation of any organization. By providing a system for the prompt resolution of grievances, the efficiency and morale of the employee and the success of the organization will be enhanced. When policies, rules, or procedures are in writing and equitably applied, there should be little basis for grievances.

Christians should make every effort to avoid actions or speech which could divide them and bring dishonor to the work of the Church. All parties involved in the resolution of a grievance under this policy should read "Safeguarding the Unity of the Church" in the current edition of the Church Manual.

### **Policy Coverage**

This policy outlines the process by which employee objections to adverse employment actions (Employment Actions) that are implemented during the employment relationship may be resolved to promote unity, harmony, and a sound employer/employee relationship.

Employees are encouraged to seek clarification regarding Conference services, policies, rules, procedures, and benefits from supervisors, administrators/directors, Human Resources, and/or Conference Officers as needed.

This process emphasizes solution of problems at the level closest to their origin by giving employees the opportunity to request review of an Employment Action (please refer to Explanation of Grievance Terms). This process emphasizes candid and open communication among those involved. This process is based upon the premise that each party is interested in fair and just solutions to grievances. In as much as these processes are collegial proceedings, conciliation meetings shall be conducted by the employee and the employer, the Southwest Region Conference, without the presence of legal counsel.

The grievance process applies only to employment actions taken by the Conference (e.g., a committee, board, administrator/director, or supervisor) regarding current employees. This policy does not apply to situations which are outside the employment relationship or the jurisdiction of the Church, or for which the Church does not have an adequate process for orderly dispute resolution. Human Resources, in conjunction with the Executive Officers, shall determine whether a grievance submitted by an employee is covered by and will be processed under this policy. Examples of situations that are not covered by this policy include, but are not limited to, the following:

1. The setting of policy and/or the level of benefits.
2. Employment decisions which do not result in an adverse employment action to a specific employee.
3. Settlement of insurance or self-insurance claims. Employees may consult with Adventist Risk Management for questions on insurance claims.
4. Marital differences among Conference employees.
5. Employee disputes with any branch of civil government or law enforcement agencies.
6. Theological questions.
7. Questions regarding church discipline and the transfer or reinstatement of membership.

## Explanation of Grievance Terms

**Grievance** - A "grievance" is an objection by an employee to an adverse employment action by the Conference.

**Adverse Employment Action** - "Adverse Employment Action" refers to an adverse employment action taken by a Conference supervisor, administrator/director, committee or board which results in the imposition of written employee discipline, probation, dismissal, and/or termination of educational employment agreements.

**Immediate Supervisor** - "Immediate Supervisor" refers to the first person with supervisory or managerial authority related to the employee with the grievance. For example, in a school, this will generally be the principal or head teacher; for a camp/retreat employee this will generally be the supervisor of the department.

**Administrator/Director** - "Administrator/Director" refers to the second person with supervisory or managerial authority related to the employee with the grievance. For example, in a school, this will generally be the superintendent of education; for a camp/retreat employee, this will generally be the director of the camp/retreat.

**Executive Committee, Administrative Committee or Board** - The Administrative Committee (ADCOM) for non-educational employees (e.g., pastors, camp or retreat employees, employees assigned to churches, schools and other facilities of the Conference and Conference office employees).

The Board of Education, or a committee designated by the Board, for educational employees.

The Executive Committee for elected Conference employees.

## Grievance Procedure

**Step One – Appeal to Immediate Supervisor** - A grievance regarding an Employment Action shall first be presented in writing by the employee to his/her immediate supervisor in an informal conference. The griev-

ance must be presented in writing within fifteen (15) calendar days of the employment action. If the grievance involves an Employment Action by the immediate supervisor, the employee may skip this step (if desired) and submit a written grievance directly to the employee's next level supervisor "Step Two".

Grievances involving cessation of employment will commence at "Step Two" and must be submitted to Human Resources within fifteen (15) calendar days after the employee receives notice regarding discontinuance of employment.

The immediate supervisor, in consultation with Human Resources, shall review pertinent documents/information relating to the grievance, and respond to the employee in writing within fifteen (15) calendar days of receiving the grievance, indicating a decision to affirm, modify or reverse the adverse Employment Action which is the subject of the grievance.

If the immediate supervisor reverses or modifies the Employment Action which is the subject of the grievance, the immediate supervisor, in consultation with Human Resources, shall implement the actions to be taken with respect to the employee (e.g., removal of the disciplinary action from the employee's file, etc.) and notify the employee in writing of that action within five (5) calendar days.

**Step Two – Appeal to Next Level Supervisor** - If the response of the immediate supervisor does not resolve the grievance regarding the Employment Action, the employee may submit a written appeal to the next level supervisor or Human Resources within ten (10) calendar days after receipt of the supervisor's response. The appeal shall state the specific reason(s) why the employee believes that the prior actions in "Step One" regarding the grievance should be modified or reversed by the next level supervisor. The employee shall also submit a copy of the appeal to Human Resources.

Grievances involving the cessation of employment will commence at this step and must be received by Human Resources within fifteen (15) calendar days after the employee receives notice of discontinuance of employment.

The next level supervisor, in consultation with Human Resources, shall review pertinent employment documents/information relating to the discontinuance of employment or the grievance appeal regarding other employment actions, and reply in writing within fifteen (15) calendar days from receipt of the grievance/appeal, indicating a decision to affirm, modify or reverse the discontinuance of employment, and/or the immediate supervisor's initial grievance decision.

If the next level supervisor reverses or modifies the decision of the immediate supervisor, the immediate supervisor, in consultation with Human Resources, will implement the actions to be taken with respect to the employee (e.g., removal of the disciplinary action from the employee's file, reinstatement of employment, etc.) and will notify the employee in writing of that action within five (5) working days.

**Step Three – Appeal to ADCOM or Board** - If the decision of the next level supervisor in "Step Two" does not resolve the grievance regarding the Employment Action, the employee may appeal to the ADCOM or Board listed in the Explanation of Terms. The appeal must be submitted, in writing, to the Conference Officers within ten (10) calendar days following receipt of the Step Two decision. The appeal should state the specific reason(s) why the employee believes that the prior actions in "Step One and Step Two" regarding the grievance should be modified or reversed by the ADCOM or Board.

A timely appeal will be considered by the ADCOM or Board within thirty (30) calendar days following the receipt of the appeal. The ADCOM or Board will reply to the appeal in writing within five (5) working days after making a decision, indicating whether to affirm, modify or reverse the "Step Two" grievance decision.

If the ADCOM or Board reverses or modify the "Step Two" decision of the next level supervisor, the next level supervisor, in consultation with Human Resources, will implement the actions to be taken with respect to the employee (e.g., removal of the disciplinary action from the employee's file, reinstatement of employment, etc.), and will notify the employee in writing of that action within five (5) working days.

**Step Four – Appeal to the Executive Committee** - If the decision of the ADCOM or Board in "Step Three" does not resolve the grievance regarding the Employment Action, the employee may appeal to the Southwest Region Conference Executive Committee.

The employee must submit the appeal in writing to the Conference President within ten (10) calendar days following receipt of the ADCOM or Board decision. The appeal shall state the specific reason(s) why the employee believes that the prior actions in steps one, two, and three regarding the grievance should be modified or reversed by the Executive Committee.

The Executive Committee will consider timely appeals via a subcommittee, the Grievance and Appeals Committee. The subcommittee will consider timely filed appeals at the next regular or a special meeting that is scheduled fifteen (15) calendar days, or more, after the filing of the appeal. If an appeal is filed less than fifteen (15) calendar days before a scheduled or special sub-committee meeting, then the appeal will be taken up at the following regular or special meeting of the subcommittee.

There will not be a hearing on the grievance before the Grievance and Appeals Committee. The employee appealing the grievance decisions to the Executive Committee may make, if requested, a verbal statement to the subcommittee in support of his/her written appeal. If the employee elects to make a verbal supporting statement, he/she may be questioned about the statement and the grievance by the subcommittee.

The subcommittee's decision will be based on the grievance, employee's written appeal, Conference Administration's response to the appeal, pertinent documents/information, and any verbal statements made at the meeting regarding the grievance. The subcommittee shall determine whether to affirm, modify, or reverse the grievance decision of the Administrative Committee or Board.

The subcommittee, in consultation with Human Resources, shall review pertinent documents/information relating to the grievance, and deter-

mine whether to affirm, modify, or reverse the grievance decision of ADCOM or the Board.

The decision of the Grievance and Appeals Subcommittee will be communicated in writing to the employee within five (5) working days following their decision. If the Grievance and Appeals Subcommittee reverses or modifies the prior grievance decision, the Grievance and Appeals Subcommittee will instruct ADCOM or the Board to implement an action which modifies or reverses the adverse employment action which is the subject of the grievance.

### **Procedures and Rules Relating to Grievances**

The notifications from an employee specified in steps one through four shall be either (i) hand delivered to Human Resources, (ii) sent by certified mail to Human Resources, or (iii) sent by email to Human Resources with received electronic receipt. If sent by mail, the notices shall be postmarked within the specified time limits in this policy.

If the employee fails to appeal within the prescribed time limits, the grievance will be concluded.

A grievance may be dropped by the employee at any time by so stating to Human Resources in writing.

No retaliation shall be taken against the employee or any participants in the conciliation procedures by reason of such participation.

In the event that an education-based grievance is initiated close to the end of the school year, every reasonable effort will be made to resolve the grievance prior to the end of the said year.

All written proceedings under the conciliation and dispute resolution procedure will be retained by Human Resources at the Conference for a period of at least six (6) years.

There shall be no recording or transcription at any step of the conciliation and dispute resolution process.

Because the conciliation process is an internal employment procedure, third parties (including legal counsel) shall not participate in any meeting conducted as part of the conciliation and dispute resolution process.

Should the employee receive termination settlement benefits under NAD Working Policy Y 36 and/or execute the Conference's Separation Agreement and Release while the employee's grievance is pending, the grievance will automatically be dismissed.

## **OVERTIME**

Hourly/non-exempt employees are eligible for, and will be paid, overtime compensation by the Southwest Region Conference if they work in excess of 40 hours in a designated work week. Full-time hourly/non-exempt employees are regularly scheduled for 38 hours in a work week, and part-time hourly/non-exempt employees are regularly scheduled for less than 38 hours in a work week. Projects and workloads which require part-time employees to periodically work more than their scheduled hours will not result in the part-time employees' reclassification to full-time status.

Non-exempt employees must report and record all hours worked for the Southwest Region Conference. Conference Office employee must report and record their hours worked through the approved computer timekeeping system. Employees assigned to Conference churches, schools, and other facilities must report and record their hours worked on Conference-approved timesheets. Hourly/non-exempt employees may not perform work "off the clock." Hourly/non-exempt employees who are asked by supervisors or department leaders to work "off the clock" or without compensation are to promptly report such requests to the Executive Secretary.

Recording or reporting in the timekeeping system of hours not worked, underreporting hours actually worked, or recording the hours worked of another employee, will be considered falsification of Conference records and result in disciplinary action, up to and including dismissal.

All overtime work must be approved by Administration (ADCOM or a Conference officer) prior to the overtime hours being worked by the em-

ployee. All overtime work, whether previously approved or unapproved, will be paid. However, employees who work overtime hours without prior notice to and approval of Administration will be subject to disciplinary action, up to and including dismissal.

Supervisors/department leaders and employees should plan for work for their areas of responsibility to be completed within the scheduled work week. Supervisors/department leaders must obtain prior approval from an officer for overtime work by their non-exempt hourly employees. Budgetary restraints dictate that overtime work be minimized by supervisors/department leaders and hourly/non-exempt employees.

### **DEDUCTIONS FROM SALARIED EXEMPT EMPLOYEE COMPENSATION**

Salaried employees are exempt from overtime wage laws. They are paid a pre-determined salary for any week in which they perform work. The salary is not subject to deductions for variation in the quantity or quality of the work performed. There are only a few exceptions to payment of full salary each week:

Deductions may be made for (i) any full workweek in which salaried employees do not perform any work; (ii) full day absences for personal reasons (e.g., if the employee is absent 1 and ½ days, a deduction will only be made for one full day); (iii) full day absences for illness, if the employee does not qualify under the Conference's vacation policy (e.g., before the employee has qualified for vacation or after the employee has exhausted available vacation); (iv) full day disciplinary suspensions for major safety violations or significant infractions of written workplace conduct rules; and (v) FMLA absences (either full or partial day absences).

Deductions may not be made if (i) the Conference reduces the days or hours in an employee's weekly schedule or closes his/her facility on a scheduled work day; (ii) employee is serving as a juror or witness, or is on temporary military leave; (iii) partial day absences for personal reasons or illness (unless taken as FMLA leave); or (iv) other deductions prohibited by state or federal law.

Under the vacation policy, if an employee is absent for a work day, he/she must apply accrued vacation to that missed work time. After all vacation benefits are exhausted, deductions from the employee salary will be made for full day absences. No deductions will be made for partial-day absences unless taken as intermittent FMLA leave or as otherwise permitted by applicable law.

## **RESIGNATION**

Employees in any classification who desire to discontinue employment for any reason are requested to submit notification of resignation in writing, one month prior to the planned date of departure. This notice shall be delivered to the person to whom the employee directly reports and to Human Resources.

If an employee provides the requested notice of resignation and continues to work throughout the resignation notice period, unless excused by the Conference, the employee shall receive: (i) all Salary due; (ii) accrued and unused vacation time due in accordance with the vacation policy; and (iii) pro-rated education allowance that may be due the employee.

Employees who (i) resign without providing the requested one month's notice, (ii) fail to work through the notice period (unless released by the Conference), or (iii) are terminated after notice of resignation, will forfeit all accrued and unused vacation benefits except where prohibited by applicable law.

Employees who are terminated from employment for violation of Conference policies, rules or procedures will forfeit all accrued and unused vacation benefits except where prohibited by applicable law.

## **VERIFICATION OF EMPLOYMENT**

Conference employees, including staff, supervisors, department directors and administrators, may be requested by current and former employees to share a work reference with prospective employers. All such requests must be referred to Human Resources for appropriate follow up and response.

In response to requests for information, Human Resources will confirm an employee's dates of employment and position(s) held. No information is provided regarding performance of employees. A waiver and release from liability signed by current and former employees is required prior to the release of any other employment information.

The Conference receives requests from lending and other credit institutions for employee-related information. Despite any employment information that the Conference sends to a lender, the Conference does not make, and is not making, any promise, prediction, or guarantee of future employment for any period of time. Employment is terminable at will at any time, for any reason, by either the employee or the organization.

### **CONFIDENTIAL INFORMATION**

Confidential organizational and personal disclosures may be made in the course of work-related discussions or documents. This information must be treated as strictly confidential. Employees must protect confidential, proprietary, privileged, and trade secret information of the Conference, its constituent facilities, members, and employees (collectively, "Confidential Information") and refrain from disseminating this information to family, friends, or other organizations. Employees should protect themselves and the Conference from legal entanglements by the unauthorized or inappropriate disclosure of any confidential information. This policy does not prohibit employees from discussing the terms and conditions of their employment. However, employees who have access to employment data as part of their job duties must maintain the confidentiality of such data. Employees who disclose Confidential Information (as defined in this policy) are subject to disciplinary action, up to and including dismissal from employment.

### **PROFESSIONAL APPEARANCE**

Conference employees play an important role in presenting to visitors and coworkers a positive image of conservative, Christian professionalism. Attire, personal grooming, and overall professional appearance reflect commitment to Christian values. Employees are expected to dress in a manner that is normally acceptable in a conservative and dignified professional work environment.

Employees are expected to maintain a professional appearance at all times while on duty. Dress and conduct should be in harmony with reasonable and dignified standards of a professional church employee.

Clothing worn while on duty should be neat, clean, pressed and in good taste. All extremes should be avoided. The wearing of jewelry and the use of colorful cosmetics and extreme coiffures are not acceptable professional appearance. Compliance with these appearance standards is a condition of employment. Employees should uphold these Christian dress standards in offices, on conference committees, in churches, and other Conference facilities.

## **ABSENTEEISM**

Employees must report for work by their designated start time and be present throughout the work day as scheduled or directed by their supervisor. Absenteeism can seriously impair the ability of the Conference to provide services to members. Excessive absenteeism, regardless of the reason, will result in corrective action, up to and including termination.

Employees are required to notify their supervisor of any impending absence as far in advance as possible. If an employee fails to report for scheduled work and give timely notice in accordance with Conference requirements, the absence will be considered unreported ("no call – no show").

Employees, when absent, are also expected to notify their supervisor each day of the absence unless prior arrangements have been made with the Conference. The employee should notify the supervisor of the reason and the expected duration of the absence. Failure to meet this daily notice requirement will result in the absence being considered unreported ("no call – no show").

Failure to report for work and notify their supervisor of absences in a timely manner ("no call – no show") for two (2) consecutive work days or three (3) non-consecutive work days in any "rolling" 12-month period will result in termination.

## **TARDINESS**

Tardiness includes coming to work late and leaving early. The Conference expects employees to be present for work at their starting time and during their scheduled work hours. Services provided by the Conference and collaboration between employees can be seriously affected by tardiness.

Employees who will be tardy in reporting for work, or who must depart before the end of their work schedule, must give notice to their supervisor as far in advance as possible.

Excessive tardiness, regardless of the reason, will result in disciplinary action, up to and including dismissal from employment.

## **SUBSTANCE ABUSE**

The Conference prohibits the use, possession, transfer, sale, purchase, or offer to sell illegal drugs or tobacco on Conference property or during employment. For the purpose of this policy, Conference property includes all properties and buildings, including parking areas, grounds, Conference vehicles, personal vehicles used for business purposes, and all locations where employees are acting within the course and scope of their employment on behalf of the Conference or conducting Conference business. Employees are also prohibited from possessing or using alcoholic beverages or being under the influence of alcohol while on Conference property or while working. Employees who fail to comply with these requirements are subject to disciplinary action, up to and including termination.

## **USE OF NON-PRESCRIPTION MEDICATIONS AND PRESCRIPTION DRUGS**

The normal use of non-prescription medications and the legal use of prescription drugs, as ordered by a licensed physician, are not prohibited by the Conference. However, employees who are taking non-prescription medications or prescription drugs must inform their supervisor prior to commencing scheduled work if the medication/drug may impair their physical/mental faculties, their ability to safely perform assigned duties or create a threat of potential harm to the employee, co-workers, or the public. Employees must also inform their supervisor if they have

received notice from their physician, pharmacist, or medication labels warning of a potential impairment from non-prescription or prescription medication. Employees who fail to comply with these requirements are subject to disciplinary action, up to and including termination.

The Conference may require employees to provide proof of a current drug prescription. Employees may verify a current drug prescription by: (i) producing a copy of the prescription; (ii) producing a written statement from the prescribing physician that the employee has a current prescription for the drug; or (iii) producing the prescription drug in the original container that identifies the employee, the drug, dosage, prescription date and the prescribing physician.

## **DRUG AND ALCOHOL TESTING**

Testing of employees for the current illegal use of drugs or for alcoholic beverages may be conducted if the Conference has reasonable suspicion that an employee is using or has alcoholic beverages or drugs in his or her body, or is impaired by drugs or under the influence of alcohol.

“Reasonable Suspicion” means a belief that an employee is using or has used drugs or alcohol in violation of this policy. Reasonable suspicion may be based upon, among other things, (i) observations while at work, such as drug or alcohol use or the physical symptoms or manifestations of being under the influence of alcohol and/or impaired by drugs; (ii) abnormal conduct or erratic behavior while at work or a significant deterioration in work performance and/or conduct that is not otherwise explainable; (iii) a report of use of drugs or alcoholic beverages that is provided by a supervisor, manager, director or administrator of the Conference, or a reliable and credible source that has been corroborated by other sources or information; and (iv) information that an employee has used, possessed, sold, solicited, or transferred illegally drugs or alcoholic beverages while working, or while on Conference property or worksites, while operating Conference vehicles or equipment, or while operating a personal vehicle on Conference business.

Any employee who refuses to consent or submit to testing for the current illegal use of drugs or for alcohol will be terminated from employment.

All concerns regarding potential drug use and/or alcohol impairment, and all requests for reasonable suspicion testing, must be submitted to the Conference Executive Secretary. Only the Conference Executive Secretary or his/her designee may authorize reasonable suspicion drug and alcohol testing under this policy.

## **WORKPLACE VIOLENCE**

The Conference endeavors to provide employees, vendors and visitors with a reasonably safe environment free from violence, threats of violence, harassment, intimidation and other disruptive behavior. Such conduct is strictly prohibited on Conference property, in Conference or personal vehicles used for business purposes or in other locations where employees are working or representing the Conference.

Workplace violence may be attributable to a variety of reasons, such as personality conflicts, family and marital problems, drug and alcohol abuse, job stress and employment actions. If an employee feels overwhelmed because of either job-related or personal reasons, he/she is encouraged to speak with Human Resources or representatives of the Employee Assistance Plan to identify potential resources available to aid in effectively dealing with such stresses.

The Conference's effort to avoid workplace violence requires that employees, vendors, and visitors follow certain rules, including, but not limited to, the following:

### **Prohibited Conduct**

Threats of violence of any kind, such as verbal or written abuse, stalking, harassment, horseplay, fighting, temper tantrums or other disruptive behavior (even if the statement or behavior is intended as a joke), unwelcome physical touching (sexual or otherwise), or physical assault, is strictly prohibited.

### **Prohibited Weapons**

With the exception noted below, the Conference prohibits all weapons on Conference premises. Weapons include, without limitation, any firearm, explosive, BB or pellet guns, switchblade or other knife having an

automatic spring release device, and any other device capable of causing physical injury or death. The Conference premises includes, but is not limited to, Conference owned, leased, or otherwise occupied offices, parking lots and Conference owned or leased vehicles.

An employee who holds a license to carry a concealed handgun or who otherwise lawfully possesses a firearm or ammunition is permitted to keep the concealed firearm and ammunition locked in the employee's car (out of sight) while it is parked in Conference parking lots where permitted by applicable laws. Employees are prohibited from bringing the concealed firearm or ammunition into any Conference-owned or leased buildings or any Conference-owned or leased vehicles, or displaying the firearm in the parking lot. Employees are prohibited from transporting or storing weapons in Conference-owned vehicles.

### **Security Measures**

The Conference reserves the right, in its sole discretion and to the maximum extent allowed by law, to implement security measures to restrict unauthorized entry, conduct surveillance of Conference premises, and create an orderly and reasonably safe working environment.

### **Employee Duty to Report**

Employees and other individuals are expected to support the Conference's efforts to prevent and address violent, threatening, harassing, intimidating, other disruptive behavior, or speech. Employees should not ignore such behavior or speech. Employees have a duty to immediately report to a supervisor, department director or administrator, any conduct or speech which they observe or experience that may violate this policy. Incidents involving immediate threats or violent behavior should be reported to a department manager or administrator and to the police at 911.

### **Investigation of Misconduct**

All reports or complaints of violent, threatening, harassing, intimidating, or disruptive behavior, statements or conduct prohibited by this policy will be promptly investigated. If the Conference determines that a violation of this policy has occurred, it will take prompt and appropriate

action, as feasible, against the offending individuals, including having them removed from Conference premises, barring the individual from future access to the Conference, imposing discipline, up to and including termination, and/or reporting conduct to police authorities.

## **INSPECTIONS AND SEARCHES**

The Conference reserves the right to conduct inspections and searches of employees, offices, desks, cubicles and other work areas, employees' computers, tablets, cameras, cell phones and other communications or storage devices (and their photographic, message and/or digital contents), assigned or occupied storage areas and personal effects such as, for example, purses, briefcases, packages, and electronic devices that are brought onto Conference property or used while conducting Conference business. Searches and inspections may be unannounced and conducted at the sole discretion of the Conference. Any search of an employee's external clothing will be done respectfully and appropriately by a person of the same gender, with a Conference witness present. Employee cooperation with such searches and inspections is required and appreciated.

By accepting employment and entering onto Conference property or conducting Conference business, employees voluntarily consent to such inspections and searches. There should be no expectation of privacy for Conference property, personal items, or for employees entering onto Conference property.

Employees who refuse to cooperate with or submit to an inspection or search under this policy are subject to termination.

Employees who are found to be in possession of property belonging to co-workers, visitors or the Conference, or are in possession of contraband substances such as alcohol, drugs not properly authorized to the employee, drug paraphernalia, weapons, or other items prohibited by law, are subject to disciplinary action, up to and including termination.

## **OUTSIDE EMPLOYMENT/SIDELINES**

Pastors, full-time employees, and part-time employees scheduled to work twenty (20) or more hours per week may not hold outside employment, engage in sideline business, or other work activities, either denominational or extra-denominational, which have the effect of diminishing their influence and/or infringing on the time and efficiency of the work to which they are assigned. Such outside employment or other activities are not compatible with the full and proper discharge of the duties and responsibilities of the position for which they were selected.

Employees subject to this policy may only engage in other employment, sidelines or other work activities with prior notification to and approval of ADCOM.

## **PAYING OBLIGATIONS**

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

## **GARNISHMENT**

Employees are expected to meet their personal financial obligations in a satisfactory manner. The Conference will not become involved in arrangements made between employees and creditors. No provision is made for payroll deductions for this purpose except for garnishment of wages as required by law.

## **FAITHFUL RETURNING OF TITHE AND MEMBERSHIP IN LOCAL CONGREGATION**

Employees of the Southwest Region Conference are to recognize as a principle of leadership in God's work the necessity of setting a good example in the faithful returning of tithe. An employee who does not live up to this standard may not be retained on the Southwest Region Conference staff, nor may he/she be transferred to some other denominational organization.

An annual tithe audit will be made of all employees of the Southwest Region Conference.

All employees are expected to hold church membership in a Southwest Region Conference congregation and to return tithe through the congregation in which membership is held.

## **SOLICITATIONS AND DISTRIBUTIONS**

This policy is to provide guidance for employees regarding solicitations or distribution of materials on property of the Southwestern Region Conference. Working time is for performing work.

Solicitations by employees are prohibited during your working time or during the working time of the employee of whom such activities are directed. Solicitations by employees are permitted only during non-working time, which includes break time, meal periods, and before and after work in non-work areas.

"Solicitation" includes attempting to persuade another person (verbally, in writing or by electronic communications) to engage in, or refrain from, certain actions such as purchasing goods and/or services, donating goods, services or money to an organization, or joining an organization.

Distributions of any type are prohibited in all work areas. Distribution of literature and other materials by employees is permitted only during non-working time and in non-work areas.

Visitors and other non-Conference employees, except for outside vendors and suppliers, may not solicit on Conference property, including parking lots, driveways and buildings, for any purpose at any time.

Vendors and suppliers are also prohibited from soliciting or distributing literature anywhere on Conference property, except when they are transacting business. If a vendor approaches a Conference employee for solicitation or distributions of materials, the employee should direct the vendor to the Office Manager.

Off-duty employees may not return to work areas in the interior of Southwest Region Offices or facilities until their next regularly scheduled work time, except as requested by their supervisor for additional

work, training, investigations, administration of corrective action, or the attending of religious services or activities.

Conference employees violating any of the above rules will be subject to disciplinary action, up to and including termination.

### **EDUCATION OF EMPLOYEES' CHILDREN**

Employees of the Southwest Region Conference are expected to send their children to Seventh-day Adventist K-12 schools within the Southwest Region Conference, where available and feasible. Employees seeking an exception to this requirement shall submit a written request to ADCOM, which includes (i) the exception desired by the employee, (ii) the reason for the requested exception, and (iii) the proposed duration of the requested exception. ADCOM will determine in its sole discretion whether to grant or decline the request and notify the employee.

### **EMPLOYEES MARRYING NON-SEVENTH-DAY ADVENTISTS**

The Bible-based teachings and standards of the Seventh-day Adventists Church strongly discourage Seventh-day Adventist employees from marrying non-Seventh-day Adventists. An employee who marries a non-Seventh-day Adventist may be terminated.

### **HIRING PERSONS WITH NON-SEVENTH-DAY ADVENTIST SPOUSES**

The Bible-based teachings and standards of the Seventh-day Adventist Church strongly discourage the Conference from hiring applicants for positions whose spouses are non-Seventh-day Adventists unless approval is granted by the Southwest Region Conference Executive Committee.

### **WORKERS WHOSE HOMES ARE INVOLVED IN SEPARATION OR DIVORCE PROCEEDINGS**

The Seventh-day Adventist Church considers divorce to be a violation of God's law and general Christian principles. Employees whose homes are involved in non-Biblical separation or divorce proceedings may be terminated. Employment may be continued, provided approval is given by the Southwest Region Conference Executive Committee.



**WORKING POLICY MANUAL**

# SECTION

# C

## SUPPLEMENTAL POLICIES FOR PASTORS

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# **SUPPLEMENTAL POLICIES FOR PASTORS**

## **LIVING WITHIN A PASTORAL DISTRICT**

The Southwest Region Conference assigns pastors to organizations, institutions, or districts with one or more churches to serve current members and grow membership. Pastors perform religious and pastoral functions within the scope of the tenets and practices of the Seventh-day Adventist Church in the district to which they are assigned. To perform these religious and pastoral functions, pastors must be readily available to members of their churches and be fully involved in their church communities. Pastors must also be available to members of the church who require pastoral presence and assistance, including unplanned or emergency situations.

Pastors are required to reside (i) in their assigned district and (ii) within 50 miles of a church in that district. If a pastor believes that special circumstances prevent compliance with this policy, the pastor must submit a written request and explanation to the Conference Administrative Committee (ADCOM).

## **PASTOR RELOCATION REQUIREMENTS**

Pastors are expected to move into and fulfill the residence requirement of their district within 60 days of (i) their initial call or hire date, or (ii) the date that the Executive Committee votes their relocation to the district. Pastors who believe they need additional time to fulfill this relocation requirement must submit a written request for an extension to ADCOM which includes (i) the actions taken by the pastor to comply with the residency requirement, (ii) the reason for the extension request, and (iii) the proposed duration of the requested extension. ADCOM will determine in its sole discretion whether to grant or decline the extension request and notify the pastor.

## **PASTOR AND EXEMPT EMPLOYEE ATTENDANCE AT CAMP MEETING AND MINISTERS' MEETINGS**

Pastors and church employees in exempt classifications are prohibited from scheduling or taking vacation during Camp Meetings and Ministers' meetings. Absences will be unexcused unless prior approval has been obtained from the Conference President.

## SUPPLEMENTAL POLICIES FOR PASTORS

For exempt employees of the Conference to fulfill their specific assignments during the Camp Meetings and to maximize the allotted time designated for Ministers' Meetings, it is important for everyone to understand in advance what is expected of them during these events.

### MINISTERS' MEETINGS

1. Pastors and exempt employees are required to attend all Ministers' Meetings. Absences will be unexcused unless prior approval is obtained from the Conference President.
2. Lodging at Ministers' Meeting is provided for all exempt employees.
3. Exempt employees are not required to stay at the lodging facility provided by the conference as long as it is understood that:
  - a. Punctuality and attendance at all meetings are still required.
  - b. All costs associated with staying elsewhere are the total responsibility of the employee unless prior approval for reimbursement of these expenses has been granted by the Conference Officers.
  - c. Travel reimbursement will only be given for one round trip to and from the site of the Ministers' Meeting from their home.

### PARSONAGE EXCLUSION

The law provides that an allowance given to an ordained minister and licensed minister may be excluded from his taxable income. This includes the use of a conference-owned parsonage, the rental value of a home either rented by the conference or by the minister himself, or the funds expended by the minister for purchasing his home. The cost of utilities and the expenses of maintaining such a home by the minister are also excludable.

According to present regulations, the maximum parsonage exclusion cannot exceed the fair rental value of the home plus the cost of the utilities, or up to the ceiling which has been established in the Southwest Region Conference. Also, the parsonage exclusion shall not exceed 80% of the ordained minister annualized salary including cost-of-living. The total exclusion is limited by Internal Revenue Service Regulations such

as fair rental value and actual expense. Ministers are advised to keep careful records of their parsonage expenses and to submit a record of their expenses to the treasury no later than December 21 of each year.

### **PARSONAGE EXPENSE REPORT**

Ordained ministers are to submit their parsonage expense report with their November laborers report. Expenses for December must be estimated. Forms are available at the Treasury office.



**WORKING POLICY MANUAL**

# SECTION

# D

## **SUPPLEMENTAL POLICIES FOR CONFERENCE OFFICE EMPLOYEES**

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# **SUPPLEMENTAL POLICIES FOR CONFERENCE OFFICE EMPLOYEES**

## **HOURS OF WORK**

Scheduled work hours for the Conference Office are from 8:00 a.m. to 6:00 p.m., with a half-hour lunch period to be taken between the hours of 12:00 p.m. and 2:00 p.m. Employees whose work is primarily in the office are expected to be punctual and comply with these work hours. Any variation from these hours must be with the written recommendation of the department concerned and written authorization from Conference Administration. Conference working time has been set for Monday through Thursday and closed on Friday. The hours in a full work week total thirty-eight (38) hours. Non-exempt employees may work hours in excess of forty (40) in any work week only with prior authorization from Human Resources and a Conference officer.

## **OFFICE EQUIPMENT**

Conference Office equipment and furniture should not be moved from one office to another (except for temporary use) without the authorization of the Conference Office Manager.

Office equipment and furniture at other Conference facilities should not be moved from one office to another (except for temporary use) without the authorization of the official designated by the facility.

No equipment should be removed from the office for personal use without prior authorization.

## **OFFICE KEYS**

Office keys for part-time or full-time employees may be obtained from the Treasurer.

## **CONFERENCE OFFICE SECURITY SYSTEM**

Before or after Conference Office scheduled working time, or on weekends and holidays, the security system is activated. If it is necessary to be in the building after normal working time, obtain alarm keypad information from the Office Manager.

## SUPPLEMENTAL POLICIES FOR CONFERENCE OFFICE EMPLOYEES

### **OFFICE SUPPLIES**

Conference Office supplies are purchased by the Treasury Department. Please contact the Treasury Department for routine office supplies as well as for special items.

### **BOARD ROOM RESERVATIONS**

Reservations of the Conference Office board room for committees and other meetings shall be cleared in advance with the President's Administrative Assistant.

### **DEPARTMENTAL EXPENSE BUDGETS**

Each departmental director is granted a yearly expense budget to cover the cost of supplies and other routine departmental operating expenses. Departmental directors are expected to operate within their budget.

### **ASSIGNMENT OF SECRETARIES/EXECUTIVE ADMINISTRATIVE ASSISTANTS**

Each secretary/executive administrative assistant is assigned specific duties, but may not be assigned to work exclusively for certain persons. Mutual cooperation between secretaries/executive administrative assistants is expected in accomplishing the total work of the office.

### **SELF-SUPERVISION**

Since the Conference officers and departmental directors are out of the office frequently, employees whose work is primarily in the office may work much of the time without direct, onsite supervision. Employees are expected to conscientiously observe the working time and apply themselves diligently to their work. Employees are expected to refrain from visiting with fellow employees or visitors for extended periods, doing personal work, or spending time in other non-productive activities.

### **WORSHIP SERVICE**

All Conference Office personnel are expected to be present for worship services at 9:00 a.m.

## **STAFF MEETINGS**

Staff meetings shall be conducted at least once per quarter. All Conference Office employees are expected to be present.

## **INCLEMENT WEATHER POLICY**

When the local public school district in which the Conference Office is located closes for the day, the office will open at 10:00 a.m. If it is determined that the Office should close for the entire day, employees will receive a call from the office manager or his/her designee.

## **REST BREAKS**

Employees may take a morning and afternoon paid rest break of 15 minutes each, work load permitting. Employees may choose not to take their rest breaks and opt for a 60 minute unpaid lunch period.

Rest breaks may not be used to make up for a non-exempt employee's late arrival, early departure or to cover time off for other purposes. Two rest breaks may not be combined to have one half-hour long break.



**WORKING POLICY MANUAL**

# SECTION

**E**

## REMUNERATION POLICIES

PAGES 67 - 72

## REMUNERATION POLICIES

### PHILOSOPHY OF REMUNERATION

The Seventh-day Adventist Church has accepted the commission given by Jesus Christ to His disciples to proclaim the gospel to all the world. The church employs many agencies to accomplish this spiritual task, but all of its several organizations (conferences, schools, medical institutions, food factories, publishing houses, radio and television ministries, Adventist Book Centers, etc.) have one central objective—the salvation of man. Because of this, every denominational employee has a responsibility to participate in the mission of the church.

To provide a basis for the remuneration of various classes of workers, a denominational wage scale has been adopted. The philosophy of this wage scale is predicated upon the fact that a spirit of sacrifice and dedication should mark God's workers irrespective of the position they hold or the department they represent. The work of the church, including every denominational organization, is a mission to which lives are dedicated rather than a business or commercial venture. The church wage scale does not always compensate its dedicated workers in monetary units commensurate with their talents, accomplishments, and contributions, but does provide workers with a modest living income, which gives recognition of responsibilities borne, preparation undertaken, professional attainment, previous experience, and years of service.

The church believes that modesty and good taste with reasonable comfort will govern the lives of Christian workers. It recognizes that some areas of its work are more directly affected by economic conditions in different geographical areas.

The spirit of sacrifice on the part of Adventist employees will be manifested not only by the level of their financial remuneration, but also by the dedication of time, talents, and energy to the cause of God and humanity. Men and women called to labor in the cause of the Adventist Church are to be workers of single purpose and allegiance. With Paul, the great missionary of the early Christian church, they say, "*This one thing I do.*"

The philosophy of remuneration was developed on the scriptural and spiritual imperative, "Give us this day our daily bread." It is a plan which provides a salary covering the needs of individuals who believe that God blesses the spirit of selfless service and who believe that the Seventh-day Adventist Church has a worldwide mission. The philosophy, from its inception, has anticipated that, in addition to the contribution of time and talent, a Seventh-day Adventist worker will also, from his modest salary, make voluntary gifts to accelerate the proclamation of the gospel, and thus exhibit a further demonstration of faith and commitment. Because of this philosophy, all denominational employees in the Seventh-day Adventist Church are regarded as church workers placed in one or two harmonious categories and designated either as ministers or missionaries. Both categories call for a commitment and sacrifice, but allow for different functions.

The church has a basic wage scale for all employees in each job classification without discrimination on the basis of race, sex, age, national origin, veteran or military status, color or any other characteristic protected by federal or state law, regulation or local ordinance.

If considered in the light of these principles, the wage scale policy of the Seventh-day Adventist Church will be seen in harmony with the spirit of non-discrimination, equal pay and other requirements, as well as being in conformity to the teachings of the church.

### **WAGE SCALE**

A wage scale for the Southwest Region Conference based on such considerations as education, experience and responsibility, provides a scale with minimums and maximums expressed in percentages of the wage factor (100 percent salary level). It incorporates basic salary rates for various categories of services, with recognition of the responsibility inherent in each position or category.

The following factors are taken into consideration with respect to each employee:

1. Preparation, education, and dedication.
2. Previous experience and achievement.
3. Years of service.

## **WAGE INCREMENTS**

The arrangement of the wage scale provides separate listings for the various types of organizations. The advisability of a regular plan in increments is recognized. In order to provide a reasonable degree of uniformity in the area of wage increments, the following guidelines are followed:

1. If an employee is just beginning denominational service, they may receive an adjustment after the first six months of service.
2. The next increment may be made during the payroll period nearest the employee's anniversary date.
3. Subsequent annual increments may be scheduled on January 1 until an employee has reached the maximum of their wage scale level.
4. Increments are not automatic. Performance evaluations, length of denominational service, and increased or decreased responsibilities, will affect an employee's classification in the wage scale.

## **MAXIMUM REMUNERATION AND COMMUNITY RATES**

The present remuneration scale provides for maximum rates to certain categories of employees which may be in excess of the remuneration rates paid in the community for a similar type of service. It is recognized that because of the area, the type of employment, and community patterns of remuneration, the responsible committees and controlling boards concerned shall set remuneration rates for certain categories of employees which do not exceed the modest average community rate for such categories, even though these rates are less than the maximums stated in the remuneration scale for these specific classifications.

Where organizations are affected by community patterns of remuneration, recognition should also be given to the retirement plan benefits for employees for whom the denominational organization pays the entire costs.

## **REMUNERATION PLAN**

All full time salaried employees receive their remuneration according to the following plan:

1. A remuneration factor is established annually by the Annual Council. Employees' rates shall be a percentage of the remuneration factor.

2. The allowances that are included in this remuneration are: utility allowance, auto depreciation and insurance, telephone and professional allowance.
3. Provision may be made for additional remuneration to employees who live in areas where the cost of such major items as housing, transportation and taxes exceeds a certain level. This additional remuneration shall be based on data that will be provided by Runzheimer & Company. The additional amounts for qualifying areas shall be established by North American Division Working Policy (NADWP) in counsel with the field.

### **REMUNERATION RATES**

The remuneration rates for all employees are reviewed and approved each year by the Southwest Region Conference Executive Committee. The remuneration is paid in harmony with the wage scale which is approved each year by the Annual Council and the Southwest Region Conference.

### **COST OF LIVING INCREASES**

Because of inflationary trends and circumstances, an employee will receive periodic cost of living adjustments. This has no relationship with the wage level the employee is on or with merit increments. When a cost of living increase is voted by the Southwest Region Conference Executive Committee, an employee is an automatic recipient of this adjustment.





**WORKING POLICY MANUAL**

**SECTION**

**F**

**PAY PROCEDURES**

**PAGES 73 - 76**

# **PAY PROCEDURES**

## **MONTHLY ACTIVITY AND WORKER REPORTS**

Blank monthly report forms are provided for employees to use in fully and accurately documenting their work activities. These reports are due in the Treasury office by the 21st day of each month. Employees traveling in the field must submit their reports by email. Copies of receipts of expenses must be submitted for reimbursement.

## **NON-EXEMPT (HOURLY) EMPLOYEES TIME REPORTS**

Non-exempt (hourly) employees must observe the following requirements for recording their working time and completing their time reports:

1. Record actual beginning and ending time of work.
2. Employees must ensure that all hours worked are reported to the Conference.
3. Employees are to sign their worker reports to confirm they are complete and accurate.
4. Have the person to whom the employee reports report sign the report.
5. Overtime in excess of 40 hours per week must be documented on the non-exempt worker time sheet.
6. Vacation and sick time must be documented on the non-exempt worker time sheet.

## **PAYDAY**

Payroll checks are distributed on the fifteenth and last day of each month. An employee's monthly report must be submitted by the 21st day of each month.

All pastors, departmental directors, administrators and Bible workers are to submit a monthly worker's report by the 21st of each month.

Failure to timely submit a worker's report may result in disciplinary action, up to, and including dismissal.

## **PAYROLL DEDUCTIONS**

The following items may be deducted from the employee's paycheck: Federal Income and Social Security Taxes, Insurance, institutional purchases, and other deductions authorized by the employee.

Federal income, state and/or city taxes and Social Security are withheld from the employee's paycheck as required by law. Federal income tax withholding is based on the IRS W-4 exemption certificate completed upon commencement of employment. Employees are to report any changes in dependents immediately. Each January, employees will receive an annual statement of their total earnings and tax deductions.

## **SALARY ADVANCES TO EMPLOYEES**

Employees may request salary advances no more than twice within a "rolling" 12-month period. The need for any salary advance must be demonstrated by the requesting employee. Salary advances shall be limited to the amount of the employee's half monthly salary (after taxes, benefits, and other withholdings). Repayment of salary advances must be arranged at the time of issuance, an agreement for deduction of repayments from payroll signed by the employee, and repayment completed within two (2) months through the authorized payroll deductions. Employees may not request another salary advance until repayment of a prior salary advance has been completed.

## **HEALTH CARE EXPENSE REIMBURSEMENT**

Adventist Risk Management (ARM) has been designated by the Southwest Region Conference as administrator for the Health Care Assistance Plan for employees. ARM will oversee the program and receive, review, and pay the claims presented in accordance with the provisions of the Plan.

## **TIME OFF**

All days taken off for vacation, sickness or other reasons must be recorded by the employee on the monthly worker's reports or employee time sheet. Cumulative records are maintained of vacation time and sick pay.





WORKING POLICY MANUAL

# SECTION

# G

TRAVEL, AUTOMOBILES  
AND RELOCATION

PAGES 77 - 91

# **TRAVEL, AUTOMOBILES AND RELOCATION**

## **TRAVEL AUTHORIZATIONS**

All trips outside of the Conference territory must be authorized by an officer prior to the trip if reimbursement will be requested. Careful consideration should be given to selecting trips which will be most beneficial. Departmental budgets will serve as guidelines for available trip(s) to be taken.

## **DENOMINATIONALLY OWNED AUTOMOBILES**

In order to avoid excessive or unnecessary automobile expense, the Southwest Region Conference does not own automobiles for the use of its employees.

## **PHILOSOPHY ON AUTOMOBILE ALLOWANCES**

1. Most employees need and have an automobile for personal use including travel to and from work.
2. Automobile depreciation and insurance allowances that are included in remuneration are granted to assist employees in maintaining an automobile for their personal use and for travel to and from their place of work. This automobile is also to be available for church business as needed.
3. Certain employees may be eligible for additional automobile insurance assistance if their annual automobile insurance expense exceeds a specified deduction.
4. Mileage reimbursement is granted to cover the additional automobile expense that employees incur because they use their automobiles for church business (additional depreciation, gas, oil, tires, repairs, maintenance, etc.) and shall be the same for all persons, whether employees or not, who are requested to drive their automobiles for church business.
5. No other assistance shall be given for automobile expenses unless specifically authorized by NADWP and the Southwest Region Conference Executive Committee.

## **AUTO INSURANCE**

Additional automobile insurance assistance on employee annual automobile insurance expense is allowed as follows:

## TRAVEL, AUTOMOBILES AND RELOCATION

Those eligible for additional assistance shall be employees of the General Conference, union conferences, local conferences, General Conference institutions (excluding educational institutions who are receiving 100 percent or more of the remuneration factor); conference assistant treasurers, conference assistant and associate departmental directors, ordained ministers, Bible instructors, university and college presidents, major administrative officers and associates in administration, and academy principals

### **Educational Personnel K-16**

Employees whose job requires less frequent use of their automobile are not eligible for automobile insurance assistance. Nevertheless, for their protection and the denominations' protection when their automobile is used in the course of employment, it is recommended that they maintain the same minimum level of bodily injury liability protection as required for employees receiving automobile insurance assistance.

### **Deductible**

Assistance (as calculated in c. below) may be granted on annual automobile insurance expense that exceeds 16.5 percent of the current monthly Remuneration Factor (rounded to the nearest dollar). Proof of payment and minimum insurance limits as in a. below is required.

- a. Required Coverage-Those eligible for automobile insurance as listed in paragraph 1 above shall be required to carry insurance with the following minimum limits when such limits are readily available:

Bodily Injury Liability	\$250,000/500,000
Property Damage Liability	\$100,000
Medical Payments	\$5,000
Comprehensive	100 Deductible
Collision	500 Deductible
Uninsured Motorist	Statutory

- b. In the event an employee mentioned in paragraph one above has a claim, the first \$50 of the collision or comprehensive deductible will be paid by the employee and the remainder of the deductible will be paid by the employing organization. If the em-

ployee or the insurer brings a liability claim against a third party and recovery is realized, reimbursement shall be made to the employing organization for any amounts previously paid by the employer above the first \$50 of the deductible.

- c. The amount of the additional assistance shall be determined by applying the appropriate factors to the average premiums of the insured automobiles owned by the employee.

Driving Record Surcharge Points	Allowance Factor One Automobile Owner	Allowance Factor Multi-Automobile Owner
0 to 2	100%	160%
3	90%	144%
4	75%	120%

- d. An unmarried denominational employee, if eligible, shall receive assistance on one automobile only. Married denominational employees, where both spouses are eligible for additional insurance, shall receive assistance on one automobile only.

## **AUTOMOBILE MILEAGE REIMBURSEMENT**

1. Operating Costs shall be based on a standard type automobile to be defined each year by NADWP.
2. The mileage rate shall be based on the sum of the following components:
  - a. Gasoline cost per mile
  - b. Additional expense for oil, tires, and maintenance
  - c. Additional expense for depreciation
  - d. Contingency factor – 10 percent of a, b, and c.
3. A consulting firm shall be requested to provide data that will be needed to establish the reimbursement amounts in paragraph two and to provide semi annual updates as of May 15 and November 15 of each year. Adjustments in the rate, if justified, shall be approved by the NADWP and the Southwest Region Conference Executive Committee, and shall be effective on January 1 and July 1 of each year. Current rates will be posted on the employee-access section of the Conference website.

## **AREA TRAVEL ALLOWANCE**

The area travel allowance is defined as a flat allowance for travel by administrative personnel within a restricted geographical area not more than 50 miles (USA) from the employee's home or place of employment, as may be defined by the Conference. The area travel allowance is provided monthly and is calculated up to a maximum of 1,000 miles times the mileage rate. No auto mileage may be reported for trips to points within the geographic area. Any variations to this policy must have AD-COM approval.

## **MILEAGE RATES**

Employees are reimbursed for the use of their auto on denominational business at the regular mileage rate or special rate approved by Administration. Mileage rates are periodically adjusted. Current rates are available on the employee-access section of the Conference website.

## **MILEAGE REIMBURSEMENT**

Employees who do not receive an area travel allowance may report driving which they do in the local area in connection with their work upon receiving prior authorization in writing from the Conference Officers.

## **MILEAGE REIMBURSEMENT VS. AIRLINE FARE**

Mileage will be reimbursed not to exceed the cost of one authorized round trip lowest coach airfare. Airline tickets should be purchased at least 21 days in advance of trip to receive the best rate.

## **MOVING ALLOWANCE INFORMATION**

### **Moving**

When a worker is asked by the Conference to move to a new location, the Conference may grant an amount to cover freight or van charges and insurance up to maximums established by the Conference. A flat amount rounded up to the nearest \$10 to cover packing and other moving costs as follows: Employee—16.5 percent of the Remuneration Factor; Spouse—16.5 percent of the Remuneration Factor. A single parent with dependent children may be granted 33 percent of the Remuneration Factor as a moving allowance.

All employee moves will be performed by the Conference contracted mover. If an employee desires to move himself or herself, the employee will be reimbursed for the actual cost of the move based on the receipts supplied, up to the cost of the Conference contracted mover's cost.

### **Mileage For Move**

Mileage for a move will be computed at the current rate for one trip for house hunting, then the current rate for the first car, and special rate for the second car for one final trip. Hotel accommodations, per diem and travel allowance are given for house hunting and the final trip. These reimbursements will apply to the initial introduction to the district, house hunting and the actual move. Seven (7) days are given for house hunting. (See Appendix for mileage and per diem rates at the time of publication of this Working Policy. These rates are periodically adjusted. Current rates are available on the employee-access portion of the Conference website.)

### **Duplicate Automobile Expenses**

Duplicate expenses (for two cars only) incurred through registration of vehicles as may be required before normal expiration dates may be reported as moving expense. Duplicate payment of auto sales tax (not additional sales tax) due to non-reciprocity between states is also reportable as moving expense. The cost of the driver's license is also reimbursable.

**Automobile Registration and Excise Tax**—Employees who are called to another state and who are required to pay duplicate excise tax/sales tax, license, and certification/inspection fees may report such expense on one car if they register their car within 90 days of moving to the new area. If the employee has a spouse, the above expenses may also be reported on a second car.

These allowances do not apply to workers' children.

### **Preparing for an Employee's Move**

Arrange your move with the Conference Treasurer. A minimum of three moving estimates is required prior to moving. After the Conference has

moved an employee to his/her requested work location, then that employee is responsible to cover his/her own expenses for his/her additional move in the area.

If a worker chooses to move from one location to another, he/she will do so at his/her own expense. Such a move must be approved in advance by the Conference Officers. It is recognized that there may be extenuating circumstances that would require an additional move after the first move into the Conference. Under such circumstances, the Southwest Region Conference would be justified in bearing the standard expense reimbursement.

## **HOUSING ALLOWANCE**

### **Remuneration Rate**

The remuneration rate granted to the denominational employee includes a provision for housing. No additional housing allowance may be granted.

### **Employee-Owned Housing**

When an employee purchases housing, he accepts the full responsibility involved in home ownership. The employee should, however, counsel with the employing organization as to the appropriate geographical area for his new home that will best serve his needs and the needs of the employing organization.

### **Duplicate Housing Expense**

- 1. Initial Assistance**—When an employee is moved from one location to another, and because of the conditions of his/her lease or failure to sell or rent his/her home, the employee is required to pay housing expenses both at his/her former location and at his/her new location, an allowance may be granted to cover the time when payments are being made at both locations and both homes are habitable. The allowance may be granted in the discretion of the Conference for up to 90 days.
- 2. Unusual Circumstances**—In unusual circumstances when the employee has not been able to sell the home at his/her former

location and evidence is presented confirming that the asking price for that home at the end of the 90-day period referred to in section 1 was no more than 100 percent of an appraisal provided by an independent appraiser, the Conference may, in its discretion, grant up to an additional 90-days' duplicate housing assistance. An independent appraiser shall be understood to be a qualified appraiser such as may be contacted through banks or home loan associations. Real estate agents shall specifically be excluded from the group. The reasonable cost of such appraisal will be reimbursed by the employing organization.

3. **Extreme Circumstances**—If the employee has not been able to sell the home after having received a duplicate housing allowance for 180 days because of extreme circumstances, the allowance may be extended by the Conference, in its discretion, for an additional period of up to 180 days if the asking price for that home is not more than 95 percent of the appraisal during this period.

**Amount**—*When granted, the monthly allowance shall be the actual expense for principal and interest, property taxes, and insurance up to 75 percent of the Category A remuneration factor. Fifty percent of any rental income shall be deducted from the allowance.*

**Retiring Employee's Moving Allowance**—A retiring employee may be granted assistance for one actual move to the place of retirement if the employee has been moved at denominational expense during his/her career.

### **Authorized Expenses**

When an employee retires, the employing organization may arrange to pay the moving expense for household goods, and transportation expense including mileage, tolls, hotel, and per diem by the most direct route based on 500 miles per day to the place of choice in the North American Division. If the employee's service credit is less than thirty years, the employing organization may prorate the moving expense based on years of actual service credit.

***Other Move Policies***

The provisions of X 23 05 (NAD Working Policy), paragraph 1-c., -d., and -e. do not apply to this move.

***Timing***

The Retirement move must occur within five years after retirement, unless other arrangements are documented by the employer prior to retirement.

***Form of Payment***

At the discretion of the employer, the move may be arranged by the employer, a cash settlement may be paid directly to the employee, or actual expenditures may be reimbursed.

***Division of Expenses***

If both spouses are denominationally employed by different employers at the time of retirement, and are holding a position normally moved at denominational expense, the assistance shall be shared equally by the two employers.

**HOTEL EXPENSE**

Actual cost of room will be reimbursed for authorized and special travel. We ask our employees to keep room cost as low as possible and yet still have safe and clean quarters.

When staying in the home of a person who receives an employee as a guest and thus saves hotel and often meals, \$25 per night - family rate, (when trip is approved), may be left as token of appreciation. Single rate is \$15.

If spouse accompanies worker on a weekend, the Conference will pay hotel expense for both individuals.

**TRAVEL EXPENSE BUDGET**

Employees are provided a monthly travel budget which includes mileage reimbursement, hotel, per diem, tolls, parking, tips, etc., for travel within the Southwest Region Conference territory. Employees

are expected to keep within the yearly provision of the travel budget. The monthly flat travel is reported as taxable income to the employee. Travel required of pastors for special meetings within or outside of the Conference such as Workers' Meeting, Camp Meeting, etc. is considered "Special Travel" and will be reported separately by the employee.

## **SPECIAL TRAVEL**

All travel outside the assigned territory of the Conference, or beyond the assigned scope of the worker's duties and activities, is considered special travel and must be approved by ADCOM. For example, travel outside of a pastor's assigned district would be considered Special Travel, while an officer's travel outside of the Conference's territory would be considered Special Travel.

A "Special Travel Request" form should be signed by an Officer and submitted with travel report for reimbursement. Departmental travel will be managed according to budgeted allowance for Special Travel. Periodic reports will be provided to monitor available travel remaining.

The expense is reimbursed as Special Travel on the following basis:

- 1.** If traveling by public transportation, the actual amount spent will be reimbursed, provided the most direct and economical facilities are used, with consideration of all factors of schedules, time involved, convenience, etc.
- 2.** If traveling by car, the mileage allowance is at the current rate. See Appendix for mileage and per diem rates at the time of publication of this Working Policy.

These rates are periodically adjusted. Current rates are available on the employee-access portion of the Conference website.

Actual expense for hotel is allowed for the individual worker. The standard per diem allowance also applies. If accompanied by the family on an approved trip, the family rates apply. Mileage and per diem rates are periodically adjusted by the Conference. Current rates are available on the employee-access portion of the Conference website.

Spouses are permitted to travel to a special meeting yearly with "employee and spouse" rates applying, and when the budget will permit. Travel by spouses of officers is not limited by these policies.

### **SPECIAL TRAVEL ADVANCES**

Special travel advances are limited to anticipated earnings and budgeted travel expenses. IRS Publication 463 requires that receipts be submitted to the organization, or any excess reimbursement returned, within 120 days. If employees do not meet this deadline, the outstanding amount will be added to the employee's wages on their W-2 Form or deducted from their paycheck.

### **EXCEPTIONS TO THE "SPECIAL TRAVEL" POLICY**

1. The annual Union Departmental Council. Families of workers are invited to this Council, and when a worker is accompanied by a spouse, the regular mileage rate and the family per diem rates apply, and the total family hotel bill is allowed.
2. General Conference Sessions.
3. Union Conference Sessions.
4. Fall Council and Spring Council.

### **TRAVEL OUTSIDE OF THE TERRITORY OF THE SOUTHWEST REGION CONFERENCE**

In traveling to appointments outside the territory of the Southwest Region Conference, employees are to use air transportation, unless otherwise authorized by the Conference Treasurer, for trips that require more than one day to complete by automobile.

### **SPOUSAL TRAVEL**

In cases where it is requested by the employee and approved by the Conference Treasurer, an employee's spouse may accompany him/her at denominational expense to authorized meetings held inside or outside the Southwest Region Conference, but within the territory of the North American Division, on the basis of the following guidelines:

1. This policy applies to Conference-elected Department Directors and Officers.
2. The following allowances shall be granted:

- a. Whether flying or driving, air-coach round trip, plus per diem allowance for two days.
  - b. Actual lodging expense during time of meeting.
  - c. Employee and spouse per diem allowance during the time of the meeting.
3. This allowance is to be granted once a year, and may not be carried over to later years or cumulative.
4. Travel by spouses of officers is not limited by this policy.
5. This policy shall be applied in addition to authorized attendance at the General Conference Sessions held in North America.

## **ACCIDENT INSURANCE SETTLEMENTS**

The following is the basis of accident and/or worker's compensation insurance adjustments to employees who are covered by insurance policies, the premiums on which have been paid by the Conference:

1. In making the adjustment it is recognized that it is the right of the employee or his/her beneficiary to receive the full amount of insurance settlement granted by the insurance company covering death or permanent disability.
2. From those portions of the insurance settlement covering salary and medical expense, the employee shall, at the time of insurance settlement, first reimburse the Conference for any funds advanced for salary and medical expense during the employee's disability.
3. Should the amount granted as salary by the insurance company during the period of disability be less than the denominational salary for the same period, the Conference shall reimburse the employee up to denominational salary for the period during which the employer is responsible for the payment of salary.
4. The portion of medical expenses not covered by the insurance settlement shall be subject to application of the regular medical policy.
5. Should the employee receive from the insurance settlement for salary and medical expense more than the Conference has advanced for such items, he/she shall refund to the Conference only the amount it originally advanced to the employee.
6. It is understood that this basis of settlement does not affect

## TRAVEL, AUTOMOBILES AND RELOCATION

any additional insurance policies which the employee carries for which he has paid the entire premium. Where the employee and the Conference may share in the basic premium of an accident insurance policy, the foregoing provisions shall apply but on the same percentage basis as the premium cost is divided, except that death or permanent disability portions of such settlement shall accrue in full to the individual employee or his beneficiary.

### **USE OF PRE-2013 FIFTEEN PASSENGER VANS**

In the interest of safety, the Southwest Region Conference shall not purchase, lease, rent, or use pre-2013 fifteen-passenger vans or modified pre-2013 fifteen-passenger vans for any sponsored activities under any circumstances. Acceptable alternatives to fifteen-passenger vans include minivans, SUVs, mini-school buses, and fifteen-passenger buses with dual rear wheels. No organization/entity or employee affiliated with the Conference shall purchase, lease, rent or use pre-2013 fifteen-passenger vans under any circumstances. Any employee who purchases, leases, rents, or uses a pre-2013 fifteen-passenger van for sponsored activities shall be subject to disciplinary action, up to and including termination from employment.





**WORKING POLICY MANUAL**

# SECTION

**H**

## **BENEFIT POLICIES**

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## **BENEFIT POLICIES**

### **EDUCATION ASSISTANCE**

Education Assistance is available for qualified full-time salaried exempt employees up to 70 percent of tuition and required fees for dormitory student, and up to 35 percent of tuition and required fees for non-dormitory student.

### **CHRISTMAS CASH GIFT**

All full-time employees are given a cash Christmas gift of up to 3% of basic remuneration. Part-time workers are given a cash Christmas gift at one-half of the full-time rate.

### **ADOPTION EXPENSE**

Medical and legal expense incurred in the adoption of children by Southwest Region Conference workers may be shared by the Conference and employee one half each, up to a maximum adoption allowance per child equivalent to the current monthly wage factor.

### **BEREAVEMENT LEAVE**

In the event of a death in an employee's immediate family, full-time employees will be paid up to three days for the purpose of attending the funeral and the handling of personal affairs. For the purposes of this policy, "immediate family" includes parents, spouse, siblings, children, grandparents, grandchildren, and in-laws, in the same family standing. Any additional funeral or bereavement leave may be taken with prior approval without pay, or may be deducted from vacation time.

### **JURY DUTY**

Employees who are called to serve on jury duty must notify their supervisor as soon as possible to allow for adequate scheduling of time off. Regular remuneration for the employee's normal work schedule will continue during the time the employee is on jury duty, up to a maximum of ten (10) working days or as required by applicable law. Employees may retain jury duty pay received from the court. Jury duty will not be considered hours worked or count toward overtime. Employees are to report for work if they are dismissed from jury duty before the end of the scheduled workday.

**VACATION**

Employees in the employment classifications of (i) full-time, (ii) high hours part-time, and (iii) low hours part-time are eligible for paid vacations in accordance with this policy.

- 1. Basis for Vacation:
  - a. Annual paid vacation is provided to full-time employees on the following basis:

During first year of employment	0 weeks
After one full year of continuous denominational service:	2 Weeks
After five full years of continuous denominational service	3 Weeks
After nine full years of continuous denominational service	4 Weeks

High hours/low hours part-time employees accrue prorated vacation based on their scheduled work hours.

- 2. Calculation of Vacation on Accrual Basis:
  - a. Annual vacation for full-time employees will be calculated on the following basis:

	Vacations per year of continuous full-time service	
	Hourly	Salaried
After one full year of continuous denominational service	10 Days	2 Weeks
After five full year of continuous denominational service	15 Days	3 Weeks
After nine full year of continuous denominational service	20 Days	4 Weeks

High hours/low hours part-time employees accrue prorated amounts of vacation based on their scheduled work hours.

- b. Employees accrue vacation beginning on their first day of

employment, but may begin using accrued vacation after successfully completing their entry period.

- c. Service for vacation accrual purposes for employees in full time and high hours/low hours part-time classifications includes days worked, approved sick-time, holidays and vacation days.

### 3. Vacation Use:

Employees must take vacation annually utilizing their accrued time-off benefits. [Vacation may be used in full and partial day increments.]

Annual vacation not utilized by the end of the year may be carried over to and used in the next year, up to a maximum of two (2) weeks, with prior approval of Administration. However, an employee may be allowed to accrue more than the maximum of two (2) weeks if the Conference is unable to grant vacation at the time the employee reaches the maximum vacation time for the year. Employees must request carry-over in writing by September 1 of each year. Any unused vacation and unapproved vacation carry-over will be forfeited at year's end to the maximum extent permitted by law.

Vacation benefits may not be used in lieu of notice of resignation or after notice is provided to the Conference.

Vacation time may only be earned and accumulated up to a maximum of 150% of the employee's annual vacation entitlement, including current year accruals.

### 4. Payment of Accrued and Unused Vacation:

When an employee ceases employment with the Conference in good standing, accrued vacation of up to 150% of vacation entitlement (including current year accruals), shall be paid in cash by the Conference to the employee. The accrued amount will be equal to the amount the employee would have received while taking his or her accrued vacation before the termination occurs.

However, employees who (i) resign without providing the notice requested by the Southwest Region Conference, (ii) fail to work out their resignation notice period, (iii) otherwise cease employment for any reason (except for resignation with notice and working the full notice period), will forfeit all accrued and unused vacation benefits to the maximum extent permitted by applicable law.

5. Vacation Requests and Restrictions:

Employees should schedule vacation in counsel with supervisor and according to the needs of the department. Vacation requests should be made in writing to the Conference Officers at least thirty days in advance, except in an emergency when it is not known beforehand by the employee that vacation will be needed. Request forms may be obtained from Conference Human Resources.

Vacations may be scheduled for anytime in the year following accrual, except that vacations for two successive years may not be scheduled closer together than four months. Employees are expected to take their vacation yearly utilizing the benefits allotted from annual vacation time and can only take a maximum of two weeks vacation during any given month.

Pastors and Church Workers:

The Conference conducts camp and ministers' meetings throughout the year. Pastors and church employees are prohibited from scheduling or taking vacation during these meetings. Any unexcused absences that occur during camp or ministers' meetings will be unpaid. Absences will be unexcused unless prior approval is obtained from the Conference President or the absence is supported by a doctor's certification of medical inability to attend the camp or ministers' meeting.

6. Records:

The Conference will maintain the necessary records for vacation accrual and vacations used by employees.

## HOLIDAYS

Employees of the Southwest Region Conference are eligible for the following holidays:

<b>January</b> .....	New Year's Day
<b>January</b> .....	Martin Luther King Day
<b>May</b> .....	Memorial Day
<b>June</b> .....	Juneteenth Day
<b>July</b> .....	Independence Day
<b>September</b> .....	Labor Day
<b>October</b> .....	Columbus Day
<b>November</b> .....	Thanksgiving Day
<b>December</b> .....	Christmas Day

When a holiday falls on a Sabbath or Sunday, the following Monday is included in the holiday weekend. Employees shall not schedule to be absent the day before an observed holiday unless prior authorization is obtained from administration. Any observed holiday that falls within Camp Meeting will be observed on an alternate day designated by the Conference.

Paid holidays are provided to (i) full time employees, (ii) high hours part-time employees who are scheduled to work on a holiday recognized by the Conference, and (iii) low hours part-time employees who are scheduled to work on a holiday recognized by the Conference.

## HEALTH CARE ASSISTANCE PLAN (HCAP)

Full-time employees and high hours part-time employees working 30 hours per week, or more, during the Southwest Region Conference's annual measurement period are eligible to participate in the Conference's HCAP.

The Conference HCAP is managed through Adventist Risk Management, Inc. (ARM). The HCAP is administrated according to the benefits provided to employees from ARM. The explanation of benefits information can be found at <https://ascendtowholeness.org/en-US/>. Each employee is expected to read and understand the benefits book. Additional questions may be referred to the Treasury.

**Eligibility – Full Assistance**

The following individuals shall be eligible for full health care assistance as provided by the HCAP :

1. Full-time employees who are scheduled and work an average of 30 or more hours per week.
2. High hours part-time employees who are scheduled and work an average of 30 or more hours worked per week.
3. Educational personnel on a 10-month compensation plan or 12-month compensation plan who are scheduled and work an average of 30 or more hours per week.
4. The unemployed spouse of a full-time employee.
5. The part-time denominationally employed spouse of a full-time employee provided that such part-time employed spouse receives at least 80 percent of all employment income from a denominational organization.
6. A non-denominationally employed spouse of a full-time employee who meets both of the following criteria:
  - a. Is not eligible for health care assistance through the employer, and
  - b. Has current employment income on an annualized basis which is less than 2/3 (two thirds) the yearly Category A remuneration factor.
7. A qualifying non-denominationally employed spouse of a full-time employee who buys into the Health Care Plan. See section C of this policy for determining if non-denominationally employed spouse qualifies to buy-in.
8. A dependent child of a single parent or two parents who is eligible for assistance. A dependent child is defined as one who meets all the following criteria:
  - a. Is unmarried.
  - b. Is a student under twenty-six years of age or is not employable because of age or handicap.
  - c. Is eligible to be claimed as dependent on the employee's income tax return.

## **Eligibility - One-half of Full Assistance**

The following individuals shall be eligible for one-half of full assistance as provided by this policy:

The dependent child of two parents, only one of which qualifies for assistance under the above policies.

## **No Assistance**

The following individuals shall not be eligible for HCAP coverage or assistance under this policy:

1. Low hours part-time employees and less than half-time employees who are scheduled and work less than 30 hours per week during the Conference measurement period.
2. Temporary employees (full or part-time) who are employed and work not more than 89 days.
3. A non-denominationally employed spouse who has assistance available through his/her employer and/or earns more on an annualized basis than 2/3 (two thirds) the yearly Category A remuneration factor. (If this spouse has assistance available through his/her employer, but does not earn more, on an annualized basis, than 2/3 (two thirds) the Category A remuneration factor, the spouse shall receive assistance under the provisions of this policy on items not covered under the policy available through his/her employer.)
4. A non-denominationally employed spouse who is employed full-time, earns more on an annualized basis than 2/3 (two thirds) the yearly Category A remuneration factor, and chooses not to buy in to the Conference's HCAP.
5. A denominationally employed spouse who is employed full-time by another denominational organization. The spouse's denominational employer shall be the institution or organization to provide assistance for him/her.
6. All dependents not qualifying under the above policies, whether or not they are listed as dependents on the employee's income tax return.

## TERMINATION OF HCAP BENEFITS

Assistance under the HCAP and this policy shall terminate for a covered employee and/or spouse and/or dependent children on the earliest of the following dates:

1. The date of entry into the denominational retirement plan.
2. The date of discontinuing denominational employment, excepting that if other health expense assistance is not available, the provisions of the policy may be extended for emergency care only up to 60 calendar days.
3. The date of becoming eligible for Medicare/Medicaid benefits, excepting that the provisions of this policy shall be applicable to any health care expense not covered by Medicare/Medicaid.
4. The date the spouse obtains employment with health care assistance available and/or income to the spouse from employment of an amount anticipated to be greater than 2/3 (two thirds) the yearly Category A remuneration factor.
5. The month following the last buy-in payment of \$100 into our health care assistance plan.
6. The date of a divorce or legal separation from the spouse and any no-longer-dependent children.
7. The date that one of the following occurs in relation to a dependent child:
  - a. Becomes married.
  - b. Has reached nineteenth birthday and has terminated his/her education, unless unemployable due to handicap.
  - c. Has reached twenty-six birthday, unless unemployable due to handicap, and excepting that as a result of compulsory military service, volunteer service for the church, or a documented medical consideration, he/she is still in a full-time undergraduate study program.
  - d. Becomes employed on a full-time basis.
  - e. Becomes eligible for some other health care assistance policy.
  - f. Is no longer eligible to be claimed as a dependent on the respective parent's income tax return.

## **RETIREMENT PLAN**

The Retirement Plan is administered by the Regional Retirement Office for the benefit of those who devote a minimum of five (5) years of full-time service to Seventh-day Adventist organizations. This program provides for the assistance of ill and aged workers as well as eligible widows and children of deceased employees.

Details of this retirement program can be obtained from Human Resources.

## **RETIREMENT POLICY**

All employee requests to retire from employment shall be made through the Office of the Executive Secretary. The Executive Secretary will submit requests for retirement and the proposed effective last day of employment to the Executive Committee for approval.

Employees may withdraw their request for retirement before the Executive Committee votes on the request. However, after the Executive Committee has approved the request, employees may not withdraw their retirement request or modify their last day of employment with the Southwest Region Conference.

An employee may elect to delay the date on which he/she will commence receipt of retirement benefits if he/she so chooses in accordance with the terms of the retirement plan. Any delay in the receipt of retirement benefits will not affect the employee's last day of employment with the Southwest Region Conference, which will remain the date voted by the Executive Committee.

Requests for retirement should be submitted to the Executive Secretary's office at least nine months prior to the requested last day of employment.

## **TUITION ASSISTANCE FOR CHILDREN OF EMPLOYEES**

Employees are expected to support the Church's philosophy of Christian education by enrolling their children in Seventh-day Adventist schools for the purposes of perpetuating the practice of Seventh-day Adventist

beliefs and teaching of the children, enlarging the reservoir of future church employees and lay church leaders, providing a positive example and reducing the possibility of the embarrassment that employees experience when children adopt a lifestyle that is not in harmony with the teachings of the church.

Because employees are expected to send their children to Seventh-day Adventist schools, the Southwest Region may provide assistance on the additional tuition expense (in comparison with the charges of public institutions) by arranging for intra-church tuition assistance for children of full-time denominational employees who are enrolled on the elementary, secondary, or liberal arts college levels, technical or professional schools on the undergraduate level, a fifth year of college, or graduate work required to secure teacher credentials.

To be eligible for tuition assistance the student must be:

1. An unmarried dependent of the employee
2. Less than twenty-six years of age, unless the student has given compulsory military service, volunteer service for the Church or has a documented medical consideration.

The Southwest Region Conference may provide assistance of up to 70 percent of the tuition and all required fees for dormitory students, and up to 35 percent for those not in the dormitory. This shall not include charges for private music lessons, except where such lessons are required for credit toward music majors or minors, in which case the above percentages may be applied on the basis of the tuition ordinarily charged for an equivalent number of credit hours.

Assistance provided for professional programs in medicine or dentistry for students who have not completed their undergraduate studies shall be based on, and shall not exceed, the normal tuition costs for a maximum number of semesters or quarters as listed in Paragraph 4 above.

Assistance shall continue until an undergraduate course of studies is completed, or for a maximum of nine semesters or thirteen quarters of

undergraduate studies. An additional two semesters or three quarters may be granted only to complete graduate work necessary to secure teaching credentials.

Students who attend summer sessions shall be eligible for tuition assistance. Such attendance shall not count against the maximum semesters or quarters referred to in Paragraph 6.

Assistance may not be granted to dependents attending schools outside the Southwest Region territory unless exceptions are authorized by the Southwest Region Conference Executive Committee.

Assistance for students enrolled in an academy or college shall be made directly to the school. The Southwest Region Conference will make the appropriate arrangement for students attending elementary and intermediate schools.

Students attending denominational schools located outside of North America may be granted the same amount they would receive if attending their home college.

All requests for above items must be submitted to the Conference Officers in advance, or total costs will be worker's responsibility. The Southwest Region might decline participation even after reviewing the request, but it will not consider the request unless the request is submitted before any expenses are incurred.

## **TRANSFER AND RETIREMENT GIFTS**

The Southwest Region Conference schedule of retirement and transfer gifts is as follows:

1. For employees classified in wage categories of 100 percent or above, either transferring from or retiring from the Southwest Region Conference, an amount of \$50 for each full year of service, up to a maximum of \$500, may be granted by the Conference.
2. For employees in wage scale categories of 99 percent or below, either transferring or retiring from the Southwest Region Confer-

ence, an amount of \$25 per full year of service, up to a maximum of \$100 may be granted.

3. In the case of employees retiring from the Southwest Region Conference, amounts will be based on service from all denominational organizations.
4. In the case of transferring employees, the amount will be based on service only at the Southwest Region Conference.
5. The amount granted will be based on the worker's wage category applicable at the time of transfer or retirement.

## **WORKERS' COMPENSATION**

The Southwest Region Conference follows the regulations of applicable state workers' compensation laws in all accident and injury cases occurring in the line of duty. All injuries, no matter how minor, must be promptly reported to (i) the Treasurer or Assistant Treasurer and (ii) the Executive Secretary.

All workers must notify the President and Executive Secretary before traveling outside their respective districts.

## **SICK PAY**

Sick Pay shall be accrued by non-exempt employees in (i) full-time, (ii) part-time high hours, and (iii) part-time low hours classifications. Salaried exempt employees and temporary employees are not eligible for sick pay except where required by applicable law.

### **Sick Pay Accrual**

Sick pay shall accrue based on 2.93 hours for a 76-hour (two-week) pay period (.03855 hour per hour worked). Part-time employees who are scheduled and work an average 20 hours per week will accrue sick pay on a prorated basis.

### **Division of Sick Pay**

Sixty percent (60%) of the accrued sick pay 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**

The first three (3) work days of any illness or time off for medical/dental appointments shall be charged to the short-term sick pay bank.

### **Carry-over of Short-term Sick Pay**

Accrued short-term sick pay may be carried over from one year to the next up to a maximum of 76 hours. Accrued short-term sick pay in excess of 76 hours may be transferred to the extended sick pay bank.

### **Extended Sick Pay**

Beginning with the fourth (4th) work day of an illness, an employee's regular pay shall be continued and charged to the extended sick pay bank until accumulated hours have been exhausted. In cases where an employee is hospitalized, the provision of this paragraph shall begin on the day of admittance to the hospital.

To qualify for this benefit, the employee must (i) be under the care of a physician, and (ii) submit a physician's statement to Human Resources which includes the nature of the illness, disability or incapacity and the employee's inability to perform his or her job duties.

### **Exclusions**

#### **Extended sick pay does not apply to:**

1. Any day during which an employee is entitled to cash benefits for a temporary disability under Workers' 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, or controlled substances.
3. Any period when incarceration is the cause of absence from work.

#### **Carry-over of Extended Sick Pay :**

Extended sick pay may be accrued up to a maximum of 1000 hours (26 weeks).

**Not Convertible to Paid Leave**

Extended sick pay can not be converted to paid vacation or other paid leave and will not be paid upon cessation of employment.

**Portability**

Accrued and unused short-term and extended sick pay will be transferred if an employee ceases employment with the Conference and becomes directly employed by another denominational organization. Accrued short-term and extended sick pay is otherwise not payable upon cessation of employment for any reason, whether voluntary or involuntary. There is no "cash out" of accrued short-term or extended sick pay.

**Part-time Work after Illness**

An employee who returns to work on a part-time basis after an illness or disability shall do so with authorization by the attending physician. The employee must submit a written statement from the physician regarding any work limitations or restrictions and the estimated length of such part-time work. The actual time worked shall be paid at the regular rate. The balance of the employee's scheduled, but missed work hours, shall be paid from the extended sick pay bank so long as accrued sick pay is available.

**EMPLOYEE SURVIVOR BENEFIT PLAN****Survivor Benefits**

An employee survivor benefit shall be paid to the survivor(s) of full-time denominational employees who die while in active service or who are still on the denominational payroll, and/or to the survivor(s) of the spouse thereof, a benefit, or a dependent as defined in the Health-Care Assistance Policy. This benefit shall also be available during a period of one year immediately following the beginning of retirement benefits provided the employee went directly into retirement from active service. Benefits provided on behalf of unmarried employees or surviving dependents shall be paid to the estate of the deceased unless there is a designated beneficiary who will be responsible for applying the benefit as needed to the final illness and funeral expenses.

## Benefit Provisions

The following benefit provisions shall be applied in administering this plan:

Benefit Scale:

To the surviving spouse/dependent of the employee or to the employee whose spouse is deceased:

<b>Employee</b>	\$100,000
<b>Spouse</b>	50,000
<b>Child</b>	10,000
<b>Stillborn</b>	750

**Medical Termination** – Employees who discontinue employment as a result of illness or injury but who do not have enough years of denominational service to qualify for retirement benefits, and who are not otherwise employed, shall be eligible for the benefits for a period of six months after they cease employment. Spouses of such employees, as well as their eligible dependents, are also covered under this Plan during the six-month period.

**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.

## LEAVES OF ABSENCE

The Leave of Absence Policy outlines the circumstances under which an employee may request leave of absence or be placed on leave of absence by the conference.

Leave will not be granted for the purpose of engaging in other employment or services for compensation. Employees who engage in other employment or work for remuneration during a leave of absence from the Conference will be subject to dismissal from employment. These limitations do not apply to employees engaged in military service while on approved military leave.

For further information regarding the Southwest Region Conference's Leave of Absence policy and the procedures relating to such leaves, please contact the Executive Secretary.

## **SECTION I. Family and Medical Leave**

**Eligibility** – To be eligible for leave under the Family and Medical Leave Policy, an employee must (i) have been employed with the Conference for at least 12 months (although the months do not have to be consecutive) and (ii) worked at least 1,250 hours during the previous 12 months. Southwest Region Conference employees who meet these eligibility requirements are eligible for family and medical leave under this policy.

**Family Medical-Related Leaves of Absence** – Eligible employees will be granted leaves of absence for up to 12 weeks within a “rolling” 12 month period for any of the following reasons:

- birth of an employee's son or daughter;
- bond with a newborn or newly placed (adoption or foster care) son or daughter;
- to care for a family member (the employee's spouse, son or daughter, or parent, but not a parent-in-law) with a serious health condition (subject to certification by a health care provider);
- for a serious health condition that causes the employee to be unable to perform the functions of his/her job (subject to certification by a health care provider).

For the purposes of this policy, whether an individual is a “spouse” (a husband or wife) will be determined in compliance with the applicable federal and state laws. Spouse, husband or wife, refers to the person with whom an employee has entered into marriage as defined or recognized in the state in which the marriage occurred, or if the marriage occurred outside of the state, if valid in that place and the marriage could have occurred in at least one state.

For the purposes of this policy, “son or daughter” is defined as a child under age 18. However, an adult child (age 18 or older) also qualifies as a “son or daughter” if he or she (i) has a mental or physical disability, as defined under the Americans With Disabilities Act, as amended; (ii) is in-

capable of self-care because of that disability; (iii) has a serious health condition; and (iv) is in need of care due to a serious health condition. FMLA military leaves have specific definitions of son or daughter that are unique to those provisions. (Please refer to Section regarding FMLA Service Member Leaves of Absence in this Policy.)

Eligible employees may take leave under the FMLA for any combination of these reasons, but the total of all combined leaves cannot exceed 12 weeks within the “rolling” 12-month period. Married persons who are both employed by the Conference are limited to a combined total of 12 weeks leave under the FMLA within the “rolling” 12-month period for the birth or placement of a child, or the care of a parent with a serious health condition.

Employees may take leave for their own serious health condition or of a family member (i) in a continuous time period, (ii) in intermittent time periods (for example, a period of working followed by a period of absence), or (iii) through a reduced work schedule (for example, cutting back on work hours). Leave for a serious health condition is permitted only for the period of the actual medically required absence.

A newborn leave (for birth, placement, adoption or foster care of a child, or to care for a child after birth) may not be taken in intermittent periods, but may be taken on a reduced work schedule if approved by the Conference Administrative Committee. A newborn leave must be completed within 12 months after the birth, adoption or placement of the child.

Married persons who are both employed by the Conference are limited to a combined total of 12 weeks FMLA leave within the rolling 12 month period for the birth or replacement of a child or the care of a parent or spouse with a serious health condition.

**Job-Related Injuries** – Absence for job-related injuries or illnesses under workers’ compensation programs will be considered leave under the FMLA, provided that the employee meets the eligibility requirements for FMLA and the injury or illness is a serious health condition. Employees on FMLA leave for a job related illness or injury who are receiving

workers' compensation lost wage benefits may request use of their accrued vacation, sick pay, Conference-sponsored Short-Term Disability Benefits (STD) benefits or other paid benefits to supplement their workers' compensation benefits, up to 100% of regular wages. Employees should contact the Conference Treasurer to request use of their accrued vacation, sick pay, STD or other paid leave benefits to supplement their workers' compensation lost wage benefits.

***Serious Health Condition*** – For the purpose of this policy, a “serious health condition” means an illness, injury, impairment or physical/mental condition that involves inpatient care in a hospital, hospice or residential medical care facility, or continuing treatment by a healthcare provider as defined in the FMLA. Ordinarily, unless complications arise, the common cold, flu, earaches, upset stomach, ulcers, headaches (other than migraines), and routine dental or orthodontia problems are examples of conditions that do not constitute a serious health condition and do not qualify for FMLA leave.

In the case of a member of the Armed Forces (including a member of the National Guard or Reserves), a “serious health condition” means an injury or illness that was incurred by the member in the line of duty on covered active duty in the Armed Forces (or existed before the beginning of the member’s covered active duty and was aggravated by service in the line of duty on covered active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member’s office, grade, rank, or rating.

***Procedures to Request Family and Medical Leave*** – A request for family and medical leave of absence form should be obtained from the Conference Executive Secretary and completed by the employee. This form should then be initialed by the Supervisor and returned to the Executive Secretary who will forward the request to Conference ADCOM for final approval.

After the Conference receives a request for a leave of absence from an employee, it will (i) notify the employee whether he or she meets the eligibility requirements for leave under the FMLA, (ii) provide the em-

employee with information regarding his or her FMLA rights and responsibilities; and (iii) identify and provide any medical certifications required to support the employee's request for leave. The employee is required to provide any required certification to the Conference within 15 days.

Once the Conference receives a complete and sufficient certification from the employee, the Conference will notify the employee whether his or her absence will be designated as FMLA leave. If the employee's absence is designated as FMLA leave, the Conference will inform the employee of the amount of leave, effective from the employee's first day of absence, that will be counted against his or her FMLA leave entitlement.

***Reporting Absences to the Conference*** – Employees must comply with the Conference's standard procedures for calling in absences and requesting leave. Employees who fail to follow established call-in procedures (absent unusual circumstances) and timely notify the Conference regarding their absence, may have their family and medical leave delayed or denied by the Conference. If an employee fails to follow the call-in procedures and leave is denied or delayed, the absence may be unprotected and treated as unexcused by the Conference.

***Notification of a Foreseeable Leave*** – Where the need for a family or medical absence (including intermittent or reduced work schedule absences) is foreseeable, employees are to provide the Conference with 30 days prior notice of their absence. If an employee gives less than 30 days advance notice of their need for foreseeable leave, the Conference may delay the leave until after it receives 30-days notice.

This 30-day notice requirement does not apply to qualifying exigency leave for caregivers of a military service member. However, when employees first seek FMLA military service member leave for a qualifying exigency, notice of the need for leave must be given to the Conference as soon as practicable.

***Notification of Unforeseeable Leave*** – If 30 days prior notice of a qualifying absence is not practicable because of unforeseen circumstances, then notice of the absence must be given to the Conference

as soon as practicable. This means that the employee must give the Conference notice (i) on the same day the employee learns of the need for leave or by the next work day and (ii) in accordance with the Conference's standard call-in procedures for reporting absences (absent unusual circumstances). The notice should include the reasons for the requested leave, the anticipated start date of the leave and, the anticipated duration of the leave.

***Reassignment of Employees During Family and Medical Leave*** – If leave is taken on an intermittent basis or reduced work schedule for foreseeable and planned medical treatment of the employee or a family member, the Conference may transfer the employee during the leave to an alternative position with equal pay and benefits which better accommodates the intermittent or recurring leave schedule.

***Scheduling of Employee Medical Appointments*** – If the leave is foreseeable and for planned medical treatment of an employee or a family member, the employee must make a reasonable effort to schedule the medical treatments so as not to disrupt Conference operations.

***Use of Paid Benefits During Family and Medical Leave*** – Family and medical leaves of absence are unpaid. However, eligible employees who have accrued vacation, salary continuation, sick pay, or other paid leave benefits under employment benefit plans or policies of the Conference or the NAD (such as vacation, sick pay, or the NAD Employee Income Disability Plan) must use those accrued benefits to provide remuneration during their family and medical leave. If the employee's paid benefits are exhausted, any remaining family and medical leave will be unpaid. The use of accrued benefits will not extend the duration of a family or medical leave.

### **Medical Certifications for Employees Seeking Family and Medical Leave**

***Initial Medical Certification*** – Employees who request or are placed on leave because of a family member's or their own serious health condition must provide Human Resources with medical certification from a health care provider on the Department of Labor form which will be

provided to the employee by the Conference. The Conference may also require that the employee's health care provider designate the essential job function which the employee cannot perform as a result of the employee's serious health condition.

- a. **Foreseeable Leave** – When the need for leave is foreseeable and 30-days notice has been provided to the Conference, the employee must return a complete and sufficient medical certification before the leave begins. If an employee fails to return a complete and sufficient medical certification in a timely manner, the Conference may delay foreseeable leave until the certification is submitted.
- b. **Unforeseeable Leave** – When the need for leave is unforeseeable, a complete and sufficient certification must be returned to the Conference within 15 days from the employee's receipt of the certification form. If an employee fails to return a complete and sufficient medical certification in a timely manner, the Conference may revoke an unforeseeable leave of absence.
- c. **Second and Third Opinions** – The Conference may require (at its expense) that the employee obtain a second opinion from a health care provider designated by the Conference. If there is a conflict between the first and second opinions, the Conference may also require (at its expense) a third opinion by a health care provider designated jointly by the Conference and the employee. The opinion provided by the third health care provider will be final.

If a certification is deemed incomplete or insufficient, employees will be advised of the deficiencies and provide seven days to submit a complete and sufficient certification. If the certification deficiencies are not corrected in the resubmitted certification, FMLA leave may be denied.

**Medical Recertifications During Family and Medical Leave** – Employees are also required to provide medical recertifications from their health care provider (at the employee's expense) every 30 days or the minimum period that their doctor sets for their incapacity or treatment, whichever is greater. However, if the period of incapacity is more than 6 months or for an indefinite period, the Conference will require re-

certification at least once every 6 months. The Conference may also require recertifications when (i) the employee requests an extension of leave, (ii) the circumstances set out in the original medical certification change significantly; or (iii) if the Conference receives information that casts doubt on the continuing validity of the medical certification.

If recertification is not provided within 15 days of the request, or as soon as practicable, the Conference may deny continuation of FMLA leave protections until the recertification is provided. If an employee fails to provide the required recertification, the leave will not be protected FMLA leave.

Employees on leave may be required to periodically report to the Conference every 30 days regarding their intent to return to work upon completion of the leave.

***Return to Work Medical Certification*** – Prior to reinstatement from leave, an employee must submit a written medical certification to Human Resources on the form provided by the Conference that indicates the employee is able to perform his/her essential job functions, with or without reasonable accommodations. Employees will not be reinstated until this certification is received by the Conference.

### **Employee HCAP Benefits During Leave of Absence**

While an employee who participates in the HCAP is on leave, the Conference 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.

If the employee pays for eligible dependent(s) and/or a spouse, then the Conference will continue to make payroll deductions while the employee is using paid benefits during the leave. While on unpaid leave, the employee must continue to make the premium payments, which must be received in the Accounting Office by the second pay period of each month (See pay day schedule in the Pay Day section of the Pay Procedure Policy).

Employees who fail to pay their portion of the plan premiums within thirty (30) days of the due date may be dropped from coverage for the remainder of their family and medical leave. If the Conference elects to pay an employee's portion of the plan premiums while the employee is on leave, the Conference shall be entitled to recover the cost of such premiums from the employee.

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.

### **Reinstatement from Family and Medical Leave**

Employees who are medically released (full or partial) by their health care provider must notify Human Resources by the next working day. Employees must provide a job-related release from their doctor stating their ability to perform their essential job duties, with or without reasonable accommodation, before returning to work. The Conference may also require the employee's health care provider(s) to designate the essential job functions, if any, which the employee cannot perform at the time the employee requests reinstatement. Employees who fail to report to the Conference after being released by their doctor will be subject to dismissal.

The Conference will reinstate an employee from family and medical leave to their existing former position, provided the employee seeks reinstatement before the expiration of 12 cumulative weeks of leave and can perform the essential duties of their position, with or without reasonable accommodation. If the employee's existing former position is not available, the employee will be reinstated to an equivalent position. The Conference may make an exception regarding reinstatement of certain highly compensated, salaried, "key employees." Employees whose positions have been eliminated due to reorganization, reduction in force or other operational reasons during their family and medical leave will be notified of this action and subject to dismissal.

Employees who neither request reinstatement nor return to work on or before the expiration of their family and medical leave will be dismissed from employment except where a reasonable extension of leave is re-

quested by the employee under Section IV of this policy and granted by the Conference as a reasonable accommodation under the Americans With Disabilities Act (ADA) or other applicable law.

Employees who do not qualify for a reasonable extension of leave under the ADA will be dismissed from employment. Dismissed employees may apply for future employment with the Conference.

## **SECTION II: Special Family and Medical Leave Provisions for Instructional Employees**

If an eligible instructional employee requests Family and Medical leave near the end of the academic term, the leave and reinstatement provisions of this policy will apply except under the following circumstances:

If an instructional employee begins Family and Medical leave more than five (5) weeks before the end of the academic term, the Conference may require that the employee continue the leave until the end of the term if the duration of leave will be at least three (3) weeks and the employee would return to work during the three (3) weeks preceding the end of the academic term.

If an eligible instructional employee begins Family and Medical leave for reasons other than the employee's own serious health condition during the five (5) week period before the end of the academic term, the Conference may require that the employee continue the leave until the end of the term if the duration of leave will be more than two (2) weeks and the employee would return to work during the two (2) weeks preceding the end of the academic term.

If an eligible instructional employee begins family and medical leave for reasons other than the employee's own serious health condition during the three (3) week period before the end of the academic term and will last more than five (5) working days, the Conference may require the employee to continue the leave until the end of the academic term.

If leave taken is a period that ends with the school year and begins the next semester, leave is considered taken consecutively rather than in-

termittently. The period during summer vacation when the employee would not be required to report for work will not be counted against the employee's leave entitlement.

Instructional employees seeking reinstatement from a family and medical leave will be returned to their former position with equivalent pay, benefits, and other terms and conditions of employment based upon the established written policies and practices of the Conference.

Instructional employees may be absent up to ten (10) days during a school year due to their illness, or the illness of an immediate family member, without reduction in pay. However, after ten cumulative days of absence due to illness, the teacher may be charged the expenses incurred for hiring a substitute teacher. Compassionate and jury duty leave are not counted as part of the ten sick days allowed. Personal leave days may be counted as part of the ten sick pay days allowed.

When an instructional employee must take leave because of illness, the following guidelines will be applied to the absence:

If an absence exceeds three (3) consecutive working days, the patient must be attended by a physician.

Requests for extended leave due to personal illness of the employee or members of the immediate family must be approved by the Superintendent of Schools or the Academy or School Principal where applicable.

The cumulative maximum time that a teacher may receive salary (minus any substitute expenses), is 20 working days.

Elective surgery shall be performed during the employee's personal vacation time.

### **SECTION III: Service Member Leaves of Absence**

Eligible employees may also request or be placed on military service member leave for any of the following:

1. A "qualifying exigency" which occurs in connection with a spouse, son, daughter, or parent of the employee who is "covered active duty;" or
2. To care for a spouse, son, daughter, parent, or next of kin who is a "covered service member" and has incurred an injury or illness in the line of duty while on covered active duty in the Armed Forces.

"Covered active duty" means (i) in the case of a service member in the regular Armed Forces, duty during the deployment of the Armed Forces member to a foreign country; or (ii) in the case of a service member in the reserve component of the Armed Forces (Army National Guard, Army Reserve, Navy Reserve, Marine Corps Reserve, Air National Guard, Air Force Reserve and Coast Guard Reserve), duty during deployment of the Armed Forces member to a foreign country under a call or order to covered active duty.

A "covered service member" means (i) a current member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness, or (ii) a covered veteran who is undergoing medical treatment, recuperation or therapy for a serious injury or illness.

A "covered veteran" means an individual who was a member of the Armed Forces (including a member of the National Guard or Reserves) and was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes leave to care for the covered veteran.

For the purposes of military-related leaves, "son or daughter on covered active duty status" means the employee's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the employee stood in loco parentis, who is on covered active duty, regardless of the individual's age.

For the purposes of caregiver leaves, "next of kin of a covered service member" means the nearest blood relative other than the covered servicemember's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the covered servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA.

For the purposes of caregiver leaves, "son or daughter of a covered servicemember" means the servicemember's biological, adopted, or foster child, stepchild, or legal ward, or a child (regardless of age) for whom the servicemember stood in loco parentis, who is on covered active duty or called to covered active duty status, regardless of age.

In the case of a member of the Armed Forces (including a member of the National Guard or Reserves), a "serious health condition" means an injury or illness that was incurred by the member in the line of duty on covered active duty in the Armed Forces (or existed before the beginning of the member's covered active duty and was aggravated by service in the line of duty on covered active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating.

In the case of a veteran who was a member of the Armed Forces (including a member of the National Guard or Reserves), a "serious health condition" means an injury or illness that was incurred or aggravated by the member in the line of duty on active duty in the Armed Forces and manifested itself before or after the member became a veteran, and is: (i) the continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and which rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank, or rating, (ii) A physical or mental condition for which the covered veteran has received a VA Service Related Disability Rating (VASRD) of 50 percent or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for caregiver leave, (iii) A physical or mental condition that

substantially impairs the veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service or would do so absent treatment, or (iv) An injury, including a psychological injury, for which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

A "qualifying exigency" means:

1. **Short-notice deployment** – Leave needed to address issues arising from a family member's notification of an impending call or order to covered active duty 7 or fewer calendar days prior to the date of deployment—leave taken for this purpose can be used for a period of seven (7) calendar days beginning on the date of the military member's notification.
2. **Military events and related activities** – Leave needed to attend official ceremonies, programs, or events sponsored by the military related to the covered active duty or call to covered active duty status of a family member or to attend family support or assistance programs and informational briefings sponsored or promoted by the military, military service organizations, or the American Red Cross that are related to the covered active duty or call to covered active duty status of a family member.
3. **Childcare and school activities** – Leave needed to arrange for alternative childcare; to provide childcare on an urgent, immediate need basis (but not on a routine, regular, or everyday basis); to enroll a child in or transfer a child to a new school or day care facility; and to attend meetings with staff at a school or a daycare facility when such meetings are necessary.
4. **Financial and legal arrangements** – Leave needed to make or update financial or legal arrangements to address a family member's absence and to act as a family member's representative before a federal, state, or local agency for purposes of obtaining, arranging, or appealing military service benefits while the military member is on covered active duty or call to covered active duty status, and for 90 days following the termination of the military member's active duty status.
5. **Counseling** – Leave needed to attend counseling provided by

someone other than a health care provider for the employee, the employee's family member and/or a family member's child, provided that the need for counseling arises from the covered active duty or call to covered active duty status.

6. **Rest and recuperation** – Leave needed to spend time with a family member who is on short-term, temporary, rest, and recuperation leave during the period of deployment—up to fifteen (15) days of leave may be taken for each instance.
7. **Post-deployment activities** – Leave needed to attend arrival ceremonies, reintegration briefings and events, and any other official ceremony or program sponsored by the military within ninety (90) days following the termination of a family member's covered active duty status, and to address issues arising from the death of a family member while on covered active duty status.
8. **Parental care** – Leave needed to care for a military member's parent who is incapable of self-care and when the care is needed as a result of the member's covered active duty (e.g., arranging for alternative care, providing care on an immediate need basis, admitting or transferring the parent to a care facility, or attending meetings with staff at a care facility).
9. **Additional activities** – Leave needed to address other events arising out of a family member's covered active duty or call to covered active duty status, provided that the employee and the Conference agree that the leave will qualify as an exigency, and agree to both the timing and duration of the leave.

Leave for a "qualifying exigency" may be taken for up to 12 workweeks within a "rolling" 12-month period in a continuous time period, or in intermittent time periods or through a reduced work schedule.

Leave to care for a "covered service member" who has incurred an injury or illness in the line of duty may be taken for up to 26 workweeks during a 12-month period in a continuous time period, or in intermittent time periods or through a reduced work schedule.

Leave to care for an injured or ill service member, when combined with

other types of FMLA-qualifying leave taken by the employee, may not exceed 26 workweeks in a “rolling” 12-month period.

***Military Family Leave Certifications*** – The same rules that apply to family and medical leave (please refer to Section I of this policy) generally also apply to military family and caregiver leaves. Employees will be required to complete the certification process for each type of leave, including providing a complete and sufficient certification form within 15 days. In addition, the first time an employee requests military family leave because of a qualifying exigency, the employee will be required to provide a copy of the military member's covered active duty orders or call to covered active duty status and the dates of the military member's covered active duty service.

#### **SECTION IV: Medical Leave of Absence**

Employees who do not qualify for family and medical leave under Section I of this policy may apply for or be placed on medical leave for treatment of their own serious health condition. Medical leave is limited to 12 weeks within a “rolling” 12-month period (calculated backward from commencement of leave) for an employee's own serious health condition. Employees may not take medical leave for the serious health condition of a family member. Employees must take medical leave in a continuous period, except only where an intermittent or reduced work schedule leave is required for absences due to a job-related injury or illness.

#### **Use of Paid Benefits During Medical Leave**

***Salaried exempt employees*** – These employees may be eligible for continual remuneration during their absence under NAD Employee Disability Income Plan (NAD Working Policy Y 33). If continued remuneration is not available under NAD Working Policy Y 33, exempt employees must use their accrued vacation or other paid benefits during their medical leave. If no accrued benefits are available, the medical leave will be unpaid.

***Non-exempt employees*** – These employees must use their accrued vacation, sick pay, disability benefits or other paid leave benefits during their medical leave. If no accrued benefits are available, the medical

leave would be unpaid. Employees may not receive more than their regular weekly remuneration through any combination of paid benefits.

The use of paid leave benefits will not extend the duration of a medical leave.

HCAP benefits will remain in effect during medical leave if the employee pays his or her portion of plan premiums and any opt-in charges and/or contributions. The HCAP premiums will be deducted from paid benefits. If paid benefits are not available, the employee must arrange for payment of his or her portion of HCAP plan premiums to the Treasurer by the first day of each month to continue coverage. Employees who fail to pay their portion of HCAP plan premiums may be dropped from coverage for the remainder of the medical leave and may be required to re-qualify for HCAP coverage if they are reinstated to employment. If the Conference elects to pay an employee's portion of the HCAP premiums while the employee is on medical leave, the Conference may be entitled to recover the cost of such premiums from the employee.

#### **Medical Certifications by Employees Seeking Medical Leave**

Employees must provide an initial medical certification from their health care provider under the procedures required for family and medical leave (please refer to Section I of this policy). The Conference may request second and third opinions (at its expense) following receipt of the initial medical certification. Employees must provide recertifications during their medical leave under the circumstances required for family and medical leave. Prior to reinstatement from medical leave, employees must provide the Conference with a written job-related release from their health care provider that they are able to perform their essential job functions, with or without reasonable accommodation.

#### **Reinstatement from Medical Leave**

An employee's reinstatement to work from medical leave is subject to the Southwest Region Conference's personnel needs at the time the employee seeks reinstatement and can resume work. Employees are not guaranteed reinstatement or placement in their former or alternate positions or work schedules.

Employees who are medically released (full or partial) must notify Human Resources on the next work day. They will be reinstated to their former position, if vacant, provided the employee submits a satisfactory return-to-work release and can perform the essential functions of the position, with or without reasonable accommodation.

If an employee's former position is not vacant or the employee cannot perform the essential job functions, the Conference will consider the employee, along with other qualified (internal and external) candidates, for vacant positions at the employee's work site for which, in the Conference's opinion, the employee is qualified. The most qualified candidate will be selected for the position. If an employee accepts an alternate position offered by the Conference, he/she will be subject to the remuneration, benefits and work schedule for that position.

If no positions are vacant at the employee's work site for which he/she is qualified or if the employee is not selected for an alternate position or refuses the first position offered by the Conference, he/she will be dismissed from employment. Employees dismissed under this policy may apply for future employment with the Conference. Employees whose positions are eliminated due to reorganization, reduction in force, or other business reasons during their leave will be notified of this action and are subject to dismissal.

### **SECTION V: Extension of Leave as a Reasonable Accommodation Under the ADA**

Employees who exhaust their family and medical leave or their medical leave but need additional time off in order to return to work may qualify for a reasonable extension of their leave under the Americans With Disabilities Act (ADA) or other applicable laws. To qualify for a reasonable extension of leave under the ADA, an employee must (i) request the extension prior to exhaustion of his or her pending leave, and (ii) provide Human Resources with a written statement from his or her treating physician(s) confirming that:

1. The employee has a physical or medical impairment that substantially limits a major life activity; and

2. A supplemental leave of specified duration will allow the employee to return to work and perform the essential function of his/her job in the near future.

In addition, there must be no reasonable accommodation that would allow the employee to return to work and perform the essential functions of his/her job before exhaustion of the extended leave.

The Conference will evaluate timely requests submitted by employees on an individualized basis and grant reasonable extensions of leave in compliance with the ADA and other applicable laws.

## **SECTION VI: Leaves Provided by State Laws**

The duration of medical-related leaves and reinstatement opportunities may be affected by state laws and local ordinances for certain medical conditions. The Conference will provide leaves of absence and reinstatement opportunities in compliance with applicable laws and local ordinances. Employees should check with Human Resources to determine if any special rules apply to his/her state and local jurisdiction or specific medical condition.

Employees may also be eligible for other types of leave provided by applicable state laws and local ordinances. For more information on the type of leave available in the state of employment, please contact Human Resources.

## **SECTION VII: Employee Military Leave**

The Conference will grant military leaves of absence without pay for duty in the U.S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act ("USERRA") and other applicable federal, state and local laws. Employees requesting military leave should provide the Conference with a copy of their military duty orders as soon as practicable. Employees should give the Conference advance notice of upcoming military service, unless military necessity prevents advance notice or it is otherwise impossible or unreasonable. The military leave will be unpaid. However, the employee may use accrued vacation, sick or other paid time off during the absence.

During military leave, an employee may have certain rights to continue participation in the HCAP as provided by law.

If an employee is on military leave for up to 30 days, he/she must return to work on the first regularly scheduled work period after service ends (following a reasonable travel time). If on military leave beyond 30 days, an employee must apply for reinstatement in accordance with USERRA and applicable state laws.

When an employee returns from military leave (depending on the length of military service under USERRA), he/she will be placed either in the position they would have attained if they had remained continuously employed or in a comparable position. For the purpose of determining benefits that are based on length of service, an employee will be treated as if they had been continuously employed.





**WORKING POLICY MANUAL**

# SECTION

**I**

## RELATIONSHIP POLICIES

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# RELATIONSHIP POLICIES

## STATEMENT OF ETHICAL FOUNDATIONS

### Our Mission

The Seventh-day Adventist Church's mission is to proclaim to all peoples the everlasting gospel, in the context of the three angels' messages of Revelation 14:6-12, leading them to accept Jesus as their personal Savior, and encouraging them to unite with His church and prepare for His soon return. Within the scope of this mission, the North American Division office exists to lead the Church in being a worldwide witness for God's kingdom and in making disciples of Jesus Christ.

### Our Responsibilities

Southwest Region 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 our Conference territory.*** Every individual deserves to be treated with dignity and respect; to have his or her role and contribution valued and affirmed; to function in a safe working environment; to experience an atmosphere of challenge, open communication, and contentment.

### Our Values

1. We value the Bible as the primary reference for life's direction and qualities.
2. We value excellence in all that we do.
3. We value ethical and moral conduct at all times and in all relationships.

4. We value creativity and innovation in the completion of our mission.
5. We value honesty, integrity, and courage as the foundation of all our actions.
6. We value the trust placed in us by colleagues and by the world church membership.
7. 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 Southwest Region 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 Southwest Region 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 non-discrimination.** The Southwest Region Conference will treat all individuals and groups with loving justice. It will not practice or condone discrimination with regard to race, national origin, sex, age, marital status, veteran or military status, disabilities that do not prohibit performance of essential job functions and other characteristics protected by state laws and local ordinances.
3. **Compliance with laws of the land.** The Southwest Region 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 Southwest Region Conference will fulfill the commitments it has entered into through authorized channels. Where misunderstandings arise regarding such commitments, the Southwest Region Conference shall participate, with the parties concerned, in conflict resolution procedures within the organizations before seeking the help of the wider community.

5. ***Atmosphere of safety and happiness.*** The Southwest Region 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 Southwest Region 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 Southwest Region 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 Southwest Region 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 a 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 Southwest Region 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 compensation for such use has been arranged.
3. ***Respect for colleagues.*** We will respect and uplift our fellow em-

ployees. 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 Southwest Region Conference'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 which impair our performance for the Southwest Region 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 incentives or rewards for a particular course of action is unacceptable. We will not offer gifts, favors, payments, or other forms of reward directly or indirectly in exchange for a specific gain or action.
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.

***The following policy was voted by the North American Division of the General Conference of Seventh-day Adventists Committee in Silver Spring, Maryland October 1999.***

## **SEXUAL MISCONDUCT IN CHURCH RELATIONSHIPS**

### **Introduction**

- 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**

- 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 these procedures will consult their attorneys, executive committees, and boards when an area of conflict arises that is not specifically addressed in these procedures.

## Definitions

1. **Accuser** – Any person, regardless of church membership, alleging Sexual Misconduct by a denominational employee, volunteer or endorsed chaplains 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 chaplains 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/Chief Financial Officer), 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 E 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 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**

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 be made available to the Accuser. Such Concerned Care Practi-

tioner shall have a limited role. The function of the Concerned Care Practitioner shall be to gather facts from the Accuser and present such facts to the Executive Officers/Administration. The Concerned Care Practitioner 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 shall not render advice on actions to be considered or conduct an investigation outside fact gathering from the Accuser. The Concerned Care Practitioner shall agree to keep the issues revealed through the role of Concerned Care Practitioner confidential to the extent permitted by law.

Usually, the Concerned Care Practitioner will personally meet with the Accuser and listen to the allegations. The Concerned Care Practitioner may ask for a written account of the allegations beyond the Submission. Once the Concerned Care Practitioner 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 shall advise the Accuser that while the Concerned Care Practitioner shall endeavor to respect the Accuser's privacy, the facts revealed shall be reported to the Executive Officers/Administration. The Concerned Care Practitioner shall advise the Accuser that copies of any documents prepared or submitted shall be shared with the Executive Officers/Administration.

The Concerned Care Practitioner shall advise the Accuser that the Concerned Care Practitioner 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 Execu-

tive Officers/Administration and that such facts gathered shall be reported to the Executive Officers/Administration.

Once the Concerned Care Practitioner has completed the fact gathering task, the Concerned Care Practitioner shall report to the Executive Officers/Administration in a timely fashion and consistent with this policy. The Concerned Care Practitioner 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)**

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)**

- 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 investi-

gation 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)**

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)**

1. **Activate the Process** – Upon receiving a report or learning of alleged Sexual Misconduct by a denominational employee or volunteer, the Accused's immediate supervisor or chief administrative officer of the institution or entity involved, in addition to any other duties or obligations he/she may have, 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:
    - i. Notify the Designated Officer of the report or knowledge; and
    - ii. 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 all applicable liability insurance carriers, and to Adventist Risk Management, Inc. and applicable liability insurance carriers.
    - iii. 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.
    - iv. Review NAD Working Policy E 87 50-4, Response in 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 Officer 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 Officer shall immediately convene a meeting with the Accuser to:
  - a. Hear the allegations; and
  - 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 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

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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:
    - i. 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
    - ii. For a Volunteer, to the Accused's appointing organization and the church board of the congregation of which the Volunteer is a member.
  - 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 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

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**

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

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 ,
  - 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 Disciplinary 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 that appointed him/her as a Volunteer and to the church board and local conference in which he/she holds membership.

- 6. *Endorsed Chaplain*** – 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 to the Chairperson of the North American Division Adventist Chaplaincy Ministries Committee.

## Responses

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 du-

ties. 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 any way 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:
  - i. Immediately report the suspicion of sexual abuse against a minor to the local law enforcement authority (i.e., district attorney, child protection services, etc.);
  - ii. 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**

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**

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.

## **SEX OFFENDERS ATTENDING CHURCH SERVICES AND ACTIVITIES**

It is the responsibility of the Southwest Region Conference and every congregation within the Conference to take reasonable steps to provide an environment that is physically and emotionally safe for its members, especially regarding inappropriate sexual advances from any individual during church activities.

To further the Conference's and each local church's commitment to the safety and wellbeing of its members, the Conference prohibits any person who is (or has been) a sex offender from engaging in any church activity until the individual has reviewed the sex offender policy and signed the Conference's Church Attendance/Participation Agreement for Sex Offenders. Local church pastors are responsible for reviewing the sex offender policy and implementing documents with their respective church boards and applying it within their respective church districts.

Church activities include regularly scheduled services and events as well as less formal social contacts. Under the sex offender policy, sex offenders who have committed to and signed the Conference's Church Attendance/Participation Agreement are limited to attending public worship services, adult Sabbath School, special events for adults which are open to members of the congregation, and potluck, while always accompanied by a chaperone. Sex offenders may only attend other church activities with the express prior approval of the local church pastor and when accompanied by a Chaperone.

While the Conference desires to afford a spiritual ministry to sex offenders, it is imperative that our Churches take reasonable steps to provide all members and guests with a safe and secure environment while on Church premises or while participating in Church activities on or off Church premises. In all cases, the Conference and local Church reserve the discretion to refuse or revoke attendance privileges to a sex offender.

If the person in question has not been convicted of sexual misconduct but is known to have offended, or has engaged in conduct deemed to

be sexual harassment or sexual misconduct, church leadership are to consult with the Conference Executive Secretary for guidance on appropriate levels of restriction and supervision. As a result of these communications, the Conference may amend the terms of the Church Attendance/Participation Agreement for sex offenders as needed. An individual's record and facts of the offense will be considered.

The Conference's Sex Offender program is outlined in the following documents: (i) Sex Offender Policy, (ii) Church Attendance/Participation Agreement for Sex Offenders (w/Chaperone exhibit), and (iii) the Child Protection Plan and attachments.

## **SYSTEM/CLEARING HOUSE—GUIDELINES**

The Seventh-day Adventist Church has a responsibility to make its work and worship environments free from sexual abuse, sexual harassment, and Sexual Misconduct. To achieve this goal, it is necessary to adopt guidelines relating to convicted offenders who are employees of denominational organizations within the NAD.

The Southwest Region Conference has adopted the Convicted Sexual Offender Tracking System/Clearing House Guidelines, which states the following:

### **Convicted Sexual Offender Tracking System/Clearing House**

**Employee Convicted of Criminal Charges** — If criminal charges are filed against an employee involving sexual acts against a minor or an adult, and the employee is convicted or a judgment or finding of guilt is entered by a court, the person shall be immediately terminated from Seventh-day Adventist employment. Likewise, if sexual abuse, sexual harassment, and/or Sexual Misconduct charges are filed with the Sexual Ethics Committee against an employee of the Church, and the Committee enters a finding against that person, the employee may be terminated as provided in the guidelines for Sexual Misconduct and Sexual Harassment in Church Relationships Involving Denominational Employees and Approved Volunteers for the North American Division.

**Employee Acquitted of Criminal Charges** — Acquittal of criminal charges shall not be understood to automatically terminate proceedings brought on any complaint before the Sexual Ethics Committee. The investigation and hearing by the said Committee may proceed until a determination is made on whether the employee has engaged in sexual abuse, sexual harassment, and/or Sexual Misconduct in violation of the guidelines for Sexual Misconduct and Sexual harassment In Church Relationships Involving Denominational Employees and Approved Volunteers for the North American Division.

**Employee Terminated after Conviction** — When an employee is terminated for conviction of sexual criminal acts, or a judgment or finding of guilt has

been entered by a court, a statement of such termination and the basis of the conviction as entered upon the court record shall be placed in the offender's personnel file. Additionally, the termination shall be reported immediately to the North American Division Data Management Services Director, to be placed on its computerized tracking system. This system shall serve as a clearinghouse for identifying convicted sexual offenders. Employing entities of the Seventh-day Adventist Church in North America are requested to carefully review the records of all potential employees to prevent employment of sexual offenders. Such organizations are also requested to review the Data Management Services tracking system before a commitment is made for employment.

## **DIVERSITY: A CHRIST-CENTERED MODEL IN CHRISTIAN UNITY FOR THE NORTH AMERICAN DIVISION—GUIDELINES**

The Southwest Region Conference has adopted the Guidelines entitled Diversity: A Christ-Centered Model in Christian Unity for the North American Division, which state as follows:

**Diversity:** A Christ-Centered Model In Christian Unity For the North American Division.

**The Challenge: A Response to Changing Times** — We live in dynamic, changing times. While the Church must be sensitive to the various forces influencing change, it must not allow these forces to be the main criteria for change. The need for restructuring the Church must not be driven by economic or political forces, but by the egalitarian factors of the Gospel.

**The Need: An Emerging Paradigm** — There is a need in the Church to reach a new level of unity in diversity—a new paradigm or way of thinking, valuing, and perceiving the world. This new paradigm exemplified in the phrase "unity in diversity in Christ" is an expression of the principle of inclusiveness. Since we are one with God, we are also one with each other, equal to each other.—(John 17:23; Acts 10; Galatians 3:28; Ephesians 2:14-22; COL 386; 7T 225)

### The Assumptions: Shared Values

1. **Basis of Authority** – The Church derives its authority from Christ who is the incarnate Word and from the Scriptures which are the written Word. The writings of Ellen G. White are a continuing source of truth and instruction.
2. **Unity in Diversity in Christ** – A genuine Christian experience demonstrates “unity in diversity in Christ.” This “unity” is an out-growth of the Gospel and is reflected in both belief and behavior.
3. **Reflection of the Godhead** – The church fellowship that most closely resembles the relationship of the Godhead is one where there is a unity of spirit, objectives, and beliefs.
4. **Diversity of Gifts** – “Unity in diversity in Christ” is God’s plan for the Church, through the utilization of the diverse gifts of its members.
5. **Unity Essential to Mission Accomplishment** – The full use of all the Church’s resources—physical, financial, and human—are essential for an effective communication of the Gospel. However, the close unity among the believers is even more essential in a greater accomplishment of the mission of the Church in the world today.
6. **An Unchanging God** – In our changing environment, the only constant is a God who does not change.

### The Model: The Christ-Centered Model of Diversity in Christian Unity

1. **Illustrates Inclusiveness** – The model illustrates the emerging paradigm of inclusiveness.
2. **Centers on Christ** – The model centers on the cross of Jesus Christ as that which not only draws all people (John 12:32), but is the foundation on which all find a oneness in Christ (Galatians 3:28).
3. **Supports a Bifocal Vision** – The inner graphic is an ellipse with two foci giving us a bifocal vision—love to God and love to humankind. “On these two commandments hang all the law and the prophets.” (Matthew 22:34-40). It is only as we love God supremely that we will be able to love each other impartially—(James 2:8-13; 1 John 4:19-21; COL 607).
4. **Clarifies Relationships** – The model illustrates God’s action of

breaking down the “dividing wall” of hostility between groups and creating “one new humanity” in Christ.— (Ephesians 2:11-22)

5. **Operates on Two Dimensions** — The model operates on two dimensions of change: The Horizontal—the individual interactional change dimension (embracing and valuing diversity); and The Vertical—the institutional structural change dimension (harnessing and empowering diversity).
6. **Illustrates Koinonia** — This vision or paradigm gives rise to a Christian fellowship (Koinonia) and oneness found in the early Church, resulting in the emergence of community, symbolized by the outer circle. It is here where our differences—racial, ethnic, cultural, biological, physical, and social—that normally divide people in society, find the level ground at the cross in a spirit and behavior of equality.
7. **Symbolizes Mission** — The arrows reaching out from the center and back again are symbolic of the Church’s mission to the world to bring people into the fold of fellowship.
8. **Reflects the Gospel** — The end result of this model is a reflection of the Gospel in a church fellowship that reflects the unity Jesus prayed for in the garden. This unity in diversity will reveal to the world a correct picture of God, as a loving, caring, compassionate Friend, the God of all nations (John 17).

**The Process: Creating an Inclusive Environment—In the process of restructuring, the church must take further steps to manage diversity by creating a humane, compassionate church environment that celebrates unity in diversity by:**

1. Encouraging members of diverse backgrounds and experiences to broaden their appreciation and respect of each other,
2. Unleashing the various talents and capabilities which its diverse membership brings to the Church, and
3. Creating a wholesome, inclusive system that is safe for differences that enables members to reject rejection, and maximizes the full potential of all.

**The Goal: The Modus Operandi of Unity in Diversity—This Christ-Centered Model of Diversity in Christian Unity has at its heart two basic goals:**

1. To create a church body that transcends all social barriers of age, class, culture, disabilities, ethnicity, gender, race, etc., and reflects the love and oneness of a new humanity in Christ, while respecting differences, thereby enabling the Church to begin living diversity. How is it measured? By whether or not the Five P's of the Church—its Perspectives, Policies, Programs, Personnel, and Practices—in all its entities implement four imperatives:
  - a. Reflect the heterogeneity of the Church.
  - b. Are sensitive to the needs of the various groups in the Church.
  - c. Incorporate their contributions to the overall mission of the Church, and
  - d. Create a cultural and social ambiance that is inclusive and empowers all groups.
2. To develop an inclusive mind set and culture within the Church that recognizes, respects, and values diversity in Christian unity as integral to the Gospel. How is it measured?
  - a. Through inclusive programs, sermons, and literature.
  - b. Through perspectives, comments, and suggestions that automatically enter the decision process without reminder from under-represented persons.
  - c. Through a comprehensive evaluation program of Christian practice.

## **A Christ Centered Model of Diversity in Christian Unity**

### **Unity in Diversity in Christ**

“Christ is the center to which all should be attracted; for the nearer we approach the center, the closer we shall come together.” Ellen G. White, Selected Messages Vol. 1:259

## **STRATEGIES FOR MODELING THE DIVERSITY INITIATIVE—GUIDELINES**

The Southwest Region Conference has adopted the Guidelines entitled Strategies for Modeling the Diversity Initiative, which state as follows:

### **Strategies for Modeling the Diversity Initiative**

***Diversity Definition*** – Diversity in the North American Division (NAD) is defined as the differences (e.g., race, ethnicity, culture, class, physical, biological, educational, and other abilities or qualities) found among its constituency that need attention in order to have continued success in harmoniously living and working together in the mission of the Church. Diversity has to do with appreciating, respecting, and valuing the gifts and talents of each member, and is most successful when it has both attitude and action components.

#### ***Guiding Imperatives*** –

1. Implement diversity in Christian unity initiative in a systematic manner that is Christ-centered and spiritual.
2. Be sensitive and inclusive of all the diverse groups in the North American Division.
3. Establish diversity in Christian unity initiatives as the basic premise of all restructuring plans of the Church.
4. Actively support diversity in Christian unity principles in the North American Division and its entities.

***Perspectives***—The first step in moving from the model to modeling diversity in Christian unity is the implementation of perspective: grasping the vision, the sense of direction, the new paradigm of where the Church is headed. This entails having an understanding of where society is headed, how our cities are changing, the demographic shifts in the neighborhood, and the membership shifts in the Seventh-day Adventist Church, both in the local and global dimension. The need for restructuring the Church must not be driven by economic or political forces, but by the egalitarian factors of the Gospel.

1. The leaders of all entities of the North American Division shall develop or revise vision statements to address the new paradigm of

diversity inclusion as reflected within these Guidelines.

2. The leadership and employees or members of all NAD entities shall develop Values Statements to address what we are becoming and the behaviors the Church needs to model.
3. The leadership and employees/members of the North American Division and its entities shall develop or revise mission statements to address the reason(s) why their organizations exist in view of the new direction of diversity inclusion and the needs of their target populations.
4. The guiding principle in all vision, values, and mission statements shall be diversity in Christian unity.

**Policies** – As an outgrowth of the vision, values, and mission statements, the NAD and all its entities shall develop operational policies that make a conscious and deliberate effort to be inclusive. Existing policies shall be reviewed to ensure that they are leading the Church in the direction of living diversity.

1. Leadership shall provide adequate resources (e.g., planned funding strategies) to initiate and maintain the diversity in Christian unity initiative.
2. Administrators shall prioritize diversity in Christian unity through organizational emphasis with clear goals and timelines.
3. Administrators shall develop guidelines that describe the position of the NAD on diversity in Christian unity and give useful ideas about how to value, manage, and live diversity.
4. Leaders shall take a deliberate stand against all racial and gender-biased jokes, negative storytelling, and any insensitive attitudes and actions.
5. Leaders shall build time into their regularly scheduled meetings to discuss diversity-related issues and to facilitate small group discussion and dialogue for personal growth, awareness, and feedback on unity in diversity.
6. The various church entities shall devise surveys and instruments to measure behavior and attitudes towards diversity in Christian unity.
7. Leaders shall intentionally structure a receptive community in the church that respects, values, and empowers all diverse

groups with specific emphasis given to those that are underrepresented.

8. The principle of diversity in Christian unity shall be given its rightful emphasis as one of the 28 Fundamental Beliefs of the Seventh-day Adventist Church and shall be taught in the public and personal areas of church life and evangelism. (This will necessitate the publication of additional Bible lessons in the various series used by evangelists, as well as the preparation of model sermons).
9. Study shall be given to the development of a theology of diversity in Christian unity.
10. The NAD Working Policy, including the Model Constitution and By-laws, shall be reviewed to assure sensitivity to language and diversity issues.
11. The various manuals and publications of the Church shall be reviewed to assure sensitivity to language and diversity issues.
12. The North American Division shall make recommendations to the Church Manual Committee to address misconduct in the areas of diversity and human relations where applicable in the Seventh-day Adventist Church Manual.
13. A process shall be put in place for the resolution of issues that arise as a result of the Division's implementation of diversity in Christian unity initiatives.

**Programs** – All programs of the Church shall be sensitive to its mission and shall reflect the heterogeneity of the body, across boundaries of gender, class, race, physical status, and age.

1. Leaders shall network synergistically between organizations and churches by sharing ideas and methods to strengthen their diversity in Christian unity programs.
2. The North American Division shall make training for diversity in Christian unity a priority throughout all its levels with special effort given to providing unique training and materials for laity and leadership.
3. The North American Division shall make deliberate efforts to assure that, in the design of all church projects, sensitivity is given to diversity in Christian unity.

4. Scholarship and internship programs shall be created that encourage the participation of under-represented constituents.
5. All forms of communication shall be gender inclusive and sensitive to diverse groups.
6. Innovative projects and diversity and cultural awareness activities shall be launched with churches (e.g., cross-cultural clusters of churches) and organizations for multi-cultural training and growth.
7. The kindergarten through graduate curricular and co-curricular activities shall be developed or revised to implement the diversity in Christian unity initiative.
8. The North American Division shall celebrate annually Diversity Week with programmatic helps that highlight the resulting spiritual and personal benefits of diversity in Christian unity.
9. The Office of Human Relations shall develop training teams and a referral list of available diversity trainers who can provide training resources (e.g., workshops, seminars) for NAD entities.
10. Training materials such as exist within the lending library of diversity-related audio and visual aids in the Office of Human Relations shall be expanded to include language diversities.

**Personnel** – Employees and volunteers at all levels of the Church must reflect the heterogeneity of the body across gender, class, race and age, in all the various departments and positions.

1. Periodic attention shall be given to employment statistics and personnel profiles in order that recruiting and training will include an increase in the employment of persons from under-represented groups.
2. Administrators shall establish mentoring programs that function across age, class, culture, gender, race, ethnicity, and physical abilities or qualities to increase the number of under-represented persons in church organizations.
3. The Church shall broaden its recruitment of diverse speakers, exhibitors, and participants for its various programs.
4. North American Division leaders shall establish incentives and recognition to supervisory personnel throughout its field that achieve excellence in managing diversity.

5. Employing bodies shall give study to workplace issues relevant to the needs of the changing family and shall be encouraged to be flexible and sensitive to needs in this area.

***Practices –***

Practices relate to the overall conduct of the Church. The Church may have the best perspectives, policies, programs, and personnel, but these are only cosmetic until practiced. Practice is action done many times over until living diversity is achieved.

1. Leaders shall give study to how the NAD can successfully incorporate diversity initiatives in a systemic manner through coordination and clearly defined communication and decision-making channels.
2. The North American Division shall give study to how best to coordinate the Office of Human Relations and the diversity initiatives.
3. Administrators shall establish a process of diversity modeling for all entities in the North American Division.

A process for evaluating the effective practices of diversity in Christian unity shall be developed in order to ensure the success of the Church in implementing its vision, values, and mission.

## **FRAUD POLICY**

### **Background**

The Southwest Region Conference has adopted a fraud policy to facilitate the development of controls that will assist in the detection of, prevention of, or if necessary corporate response to any fraudulent activity against the Conference or its affiliates. It is the intent of the Conference to promote consistent organizational behavior by providing guidelines and assigning responsibility for the development and management of these controls.

### **Scope of Fraud Policy**

This policy applies to any irregularity, or suspected irregularity, involving employees, board members, consultants, vendors, contractors, outside agencies doing business with employees of such agencies, and/or any other parties with a business relationship with the Conference.

### **Policy**

Conference Management is responsible for the detection and prevention of fraud, misappropriations, and other irregularities. Fraud is defined as the intentional, false representation, or concealment of a material fact for the purpose of inducing another to act upon it to his or her injury. Each member of the management team including Administration, Directors, and Associates will be familiar with the types of improprieties that might occur within his or her area of responsibility, and be alert for any indication of irregularity.

Any irregularity that is detected or suspected must be reported immediately to a Conference Officer. The Officer will arrange for any subsequent investigation of any affected area, whether internal or external, in consultation with legal counsel.

### **Actions Constituting Fraud**

The terms defalcation, misappropriation, and other fiscal irregularities refer to, but are not limited to:

1. Any dishonest or fraudulent act.
2. Misappropriation of funds, securities, supplies, or other assets.

3. Impropriety in the handling or reporting of money or financial transactions.
4. Profiteering as a result of insider knowledge of company activities.
5. Inappropriate use of company position or status to influence another into action that results in personal gain or benefit (conflict of interest).
6. Disclosing confidential and proprietary information to outside parties.
7. Accepting or seeking anything of material value from contractors, vendors, or persons providing services/materials to the Southwest Region Conference without prior authorization.
8. Destruction, removal, or inappropriate use of records, furniture, fixtures, and equipment; and/or any similar or related irregularity.

**Exceptions:** By virtue of board/committee memberships for organizations not directly affiliated with the Southwest Region Conference, employees may receive board gifts from time to time. Also, the Southwest Region Conference may receive generic gifts of marginal value from certain vendors that may be assigned for the benefit of one or more employees individually or collectively.

### **Specific Threats**

The following is a partial list of fraud threats to which the Conference may be exposed and what is in place to avoid such threats from occurring.

1. Outright theft of major equipment or money
  - Cash and other funds are kept in a locked location or vault. Only authorized personnel have access.
  - Separation of duties
  - Marking and logging of major equipment
  - Annual evaluation of registered equipment
  - Annual, formal, full, independent audits are performed
2. Improper, misleading, or intentional misstatement of accounting records
  - a. Annual, formal, full, independent audits are performed
  - b. All operating journal vouchers are independently checked and stamped by associate treasurer or treasurer

- Every effort is made to maintain a separation of duties where no single individual initiates, implements, and concludes transactions by him/herself. (i.e.: three separate individuals collect checks, receipt checks, and deposit checks)
- 3. Conflicts of Interest**
- All management, including employees and board members sign conflict of interest statements annually and identify, if applicable, any conflict. If one should arise, it is evaluated by management and the individual is asked to recuse him/herself from any decision making relating to that conflict.
  - It is made clear to all employees that they are prohibited from using their title, Conference employment, or influence due to Conference employment, as coercion or other improper influence to cause another individual(s) to act in any way for the personal benefit of the Conference employee. Doing so may result in discipline up to and including termination from employment
- 4. Access to or Disclosing confidential information**
- a.** Sensitive information is stored in locked files or vaults away from easy access.
  - b.** Employees are counseled that in most departments of the Conference confidentiality is an issue. Violation of confidentiality may result in discipline up to and including termination from employment.

### **Other Irregularities**

Irregularities concerning an employee's moral or ethical behavior may or may not relate to this fraud policy, but should nevertheless be reported to Conference Administration.

### **Employee Fraud Awareness**

It is the intent of the Conference to educate all employees in the awareness and prevention of fraud. In an effort to keep an ongoing culture of fraud prevention in the workplace, the Conference is involved in the following:

- 1.** Pre-employment Screening – All employees are subject to full background checks, reference checking, and personal interviews before hire is official.

2. Fraud awareness training – Conference Administration will arrange for a training opportunity for all employees at a minimum of once every 24 months. This may include inviting law enforcement officials, fraud or fraud audit experts, or similar fraud authorities to conduct training presentations to our employees.
3. Fraud Policy is included in the Conference Working Policy – Every employee is in possession of the fraud policy and every new employee receives the policy through the Working Policy Manual. These policies are reviewed annually and updated by the Conference Executive Committee as is required.
4. Consequences for confirmed Fraud – Employees are made aware that any confirmed instance of fraud may result in immediate termination and likely prosecution.

### **Investigation Unit**

Should a claim of fraudulent activity be such as to warrant further investigation, it is the responsibility of Conference Administration to appoint an Investigation Unit. This Unit will consist of no less than 5 and no more than 9 individuals. A majority of these individuals must come from current members in regular standing of the Conference Executive Committee. The remaining individuals may be called upon at the discretion of Conference Administration. Members of Conference Administration shall be non-voting invitees of the Unit.

### **Investigative Responsibilities**

It is the responsibility of Conference administration to manage any investigation of suspected fraudulent acts as defined in the policy and to appoint an Investigative Unit. If the investigation substantiates fraudulent activities have occurred, a report will be issued to the appropriate parties, employees, boards and/or committees.

Decisions to prosecute or refer the examination results to law enforcement and/or regulatory agencies for independent investigation will be made in conjunction with legal counsel and Conference Administration, as will final decisions on disposition of the case. Reports shall be made available for review by the Conference Executive Committee.

**Confidentiality**

Reported information relating to possible fraudulent activity is held in the highest confidence. Any employee who suspects dishonest or fraudulent activity will notify Conference Administration immediately, and should not attempt to personally conduct investigations or interviews/interrogations related to any suspected fraudulent act (see Reporting Procedure section below).

Investigation results will not be disclosed or discussed with anyone other than those who have a legitimate need to know. This is important in order to avoid damaging the reputations of persons suspected but subsequently found innocent of wrongful conduct and to protect the Conference from potential civil or other liability.

**Authorization for Investigating Suspected Fraud**

Members of the Investigation Unit will have: (i) free and unrestricted access to all Conference records and premises, whether owned or rented, and (ii) the authority to examine, copy, and/or remove all or any portion of the contents of files, computers, desks, cabinets, and other storage facilities on the premises without prior knowledge or consent of any individual who might use or have custody of any such items or facilities when it is within the scope of their investigation.

**Reporting Procedures**

Great care must be taken in the investigation of suspected improprieties or irregularities to avoid mistaken accusations or alerting suspected individuals that an investigation is under way.

An employee who discovers or suspects fraudulent activity will contact Conference Administration immediately. The employee or other complainant may remain anonymous. All inquiries concerning the activity under investigation from the suspected individual, his or her attorney or representative, or any other inquirer should be directed to the Investigation Unit or Conference Legal Counsel as appointed by Administration. No information concerning the status of an investigation will be given out. The proper response to any inquiry is, "I am not at liberty to discuss this matter." Under no circumstances should any reference be made to

“the allegation,” “the crime,” “the fraud,” “the misappropriation,” or any other specific reference.

The reporting individual should be informed of the following: (i) do not contact the suspected individual in an effort to determine facts or demand restitution, and (ii) do not discuss the case, facts, suspicions, or allegations with anyone unless specifically asked to do so by Conference Administration, the Investigation Unit, or Conference legal counsel.

### **Termination of Employment**

If the investigation results in a recommendation to terminate an individual, the recommendation will be reviewed for approval by designated representatives from Human Resources, legal counsel, personnel committee, or other designated individuals or committees before such action is taken. The Investigation Unit does not have the authority to terminate an employee. The decision to terminate an employee is made by Conference Administration. Should the Investigation Unit believe the decision by Conference Administration to be inappropriate based on the facts presented, the facts will be presented to the Conference Executive Committee for a final decision.

### **Administration of Fraud Policy**

The Conference Executive Secretary is responsible for the administration, revision, interpretation, and application of this policy. The policy is reviewed annually by the Executive Secretary in consultation with Conference Administration and presented to the Conference Executive Committee for revision as needed.

## **ACCESSING THE WORKING POLICY MANUAL AND RETURNING THE ACKNOWLEDGEMENT**

The Southwest Region Conference Working Policy Manual will be distributed to employees and may be accessed by employees on the secure section of the Conference website.

If an employee requires a modified format of the Manual as a reasonable accommodation for a disability, please notify Human Resources.

Employees are to electronically acknowledge their receipt of the Working Policy Manual by an Electronic signature of the Acknowledgement form located at the end of the Manual.

## **Conflict of Interest Statement of Acceptance**

(Modified in accordance with the 2020-2021 NAD WP E 85 40)

THIS DECLARATION applies, to the best of my knowledge, to all members of my immediate family (spouse, children, and parents) and its provisions shall protect any organization affiliated with or subsidiary to the North American Division of the General Conference of Seventh-day Adventists. In the event facts change in the future that may create a potential conflict of interest, I agree to notify the North American Division of the General Conference of Seventh-day Adventists in writing.

- 1.** I have read the Statement of Ethical Foundations and the policy on Conflict of Interest and/or Commitment.
- 2.** I am in compliance with my employer's policy on Conflict of Interest and/or Commitment as printed in the 2020-2021 North American Division Working Policy E 85.
- 3.** Except as disclosed below:
  - a.** Neither I nor my family have a financial interest or business relationship which competes with or conflicts with the interests of the North American Division of the General Conference of Seventh-day Adventists.
  - b.** Neither I nor my family have a financial interest in, nor am I now or have I been an employee, officer, director, or trustee of, nor receive/have received financial benefits either directly or indirectly from any enterprise (excluding less than five percent (5%) ownership in any entity with publicly traded securities) which is or has been doing business with or is a competitor of the North American Division of the General Conference of Seventh-day Adventists or the North American Division Corporation of Seventh-day Adventists.
  - c.** Neither I nor my family receive/received any payments or gifts, monetary or non-monetary (other than of nominal value) from other denominational entities, suppliers, or agencies doing business with the North American Division of the General Conference of Seventh-day Adventists.
  - d.** Neither I nor my family serve/have served as an officer, director, trustee, or agent of any organization affiliated with or subsidiary to the North American Division of the General

Conference of Seventh- day Adventists in any decision-making process involving financial or legal interests adverse to the North American Division of the General Conference of Seventh-day Adventists.

- e. I am not serving as a Board Member or Trustee of any Organization that is not listed in the Seventh-day Adventist Year-book.

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

Name: \_\_\_\_\_  
(Print Full Name)                      Position Title/Organization

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

- Please Confirm\*field type checkbox  
I have read and understand the Statement of Ethical Foundations beginning at page 89 of this Working Policy Manual.

I have read and understand the Conflict of Interest Statement of Acceptance

Signature: \_\_\_\_\_

## **Working Policy Acknowledgment**

I have been provided website access to and a copy of the Working Policy Manual (“Manual”) of the Southwest Region Conference (“Conference”). I acknowledge that it is my responsibility to access, read, understand and comply with all Conference policies, rules and procedures, including, but not limited to, those set out in the Manual.

I understand that a copy of the Manual is available for review or by request to Conference Human Resources. If I require a modified format of the Manual as a reasonable accommodation for a disability, I may request it from Human Resources.

I acknowledge that the Manual is not an employment contract between the Conference and me for any specific time period. The employment relationship between the Conference and employees is based on mutual consent and can be terminated at any time, either by myself or the Conference without notice or requirement of cause.

I further acknowledge that the Conference policies, rules and procedures, including, but not limited to, those set out in the Manual, are subject to change, modification and amendment by the Conference from time to time without advance notice.

I understand I must comply with all Conference policies, rules and procedures including but not limited to the equal opportunity and harassment policies and cooperate with their enforcement.

I acknowledge that I have no expectation of privacy with regard to data or communications transmitted to/from/through, stored on, or otherwise contained in Conference electronic systems. I consent to the Conference logging into and reading the entire content of any electronic communication, message or data transmitted to/from/through, stored on or otherwise contained in the Conference electronic systems to the full extent permitted by applicable federal and state laws.

This Manual is not intended to violate or restrict any rights protected under federal or state law or local ordinances. This Manual will not be

RELATIONSHIP POLICIES

construed or applied in any manner that violates or interferes with employees' rights under the law.

I understand that if at any time I have questions regarding any policy, rule, procedure or subject outlined in the Manual, I should ask Human Resources or the Executive Secretary for an explanation or assistance.

\_\_\_\_\_  
Name of Employee (print)                      Date

\_\_\_\_\_  
Employee Signature

