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GENERAL INFORMATION

200 EMPLOYEE HANDBOOK

The purpose of this handbook is to clarify working relationships, and provide information regarding policies and procedures with reference to employment at Rocky Mountain Conference. If questions arise, they should be discussed with the employee's immediate supervisor, department director, and/or conference administration.

Current Employee Handbook

This edition of the Employee Handbook supersedes all previous editions and shall be adhered to except as it shall be amended by subsequent actions of the Conference Executive Committee.

Changes In Employee Handbook

Circumstances will undoubtedly require that the policies, procedures, rules and benefits described in this handbook change from time to time as the North American Division, the Mid-America Union Conference or the Rocky Mountain Conference deems necessary or appropriate in its discretion, and that those changes will be valid when voted by the appropriate Committee. Employees will be notified of such changes by written communication before the effective date of change, and such changes will be incorporated in future editions of the Rocky Mountain Conference *Employee Handbook*.

Exceptions To Policies

Any exceptions to the policies, regulations, and procedures described herein are authorized only by the Administration in conjunction with the Conference Executive Committee.

201 BAPTISMAL REPORT

Reports of all baptisms and professions of faith are to be mailed to the president's office within seven days. These are in addition to the local clerk's report.

202 CHILD ABUSE

This policy is currently under review.

203 CONFERENCE FUNDS

Contributed Funds

All funds contributed by our members for tithes and offerings, including authorized special projects in response to appeals, shall be passed through the regular channels of the Church.

Expenditure Of Conference Funds

Expenditure of conference funds is by prior approval only. It is the employee's explicit responsibility to be a careful steward of the operating funds that have been contributed and paid to the conference by denominational organizations. In expending these funds for travel and other purposes, employees should exercise more care and a greater sense of accountability than might be exhibited in the handling of personal funds.

Solicitation Of Funds — Denominational Funding (NAD POLICY P 40)

1. Mission of the Church -- The Seventh-day Adventist Church has accepted the commission to "go into all the world and preach the gospel". This has resulted in the development of a network of schools, hospitals, churches, clinics, mission stations, publishing houses, and other institutions, and the involvement of thousands of workers. In developing and maintaining this worldwide outreach, a philosophy of church funding has been adopted that not only provides for local needs, but also encourages support by strong churches and conferences for development in weaker areas.
2. Funding of Plans – Stability for the Work is assured by coordinating church giving into a regular offering pattern which guarantees continuing income to the various church operations around the world. Certain funds are kept at the local church level, others are sent to the local Conference, and still others to the Union, Division, or General Conference. For example, the regular Sabbath School mission offering provides funds for the regular operation of missions around the world; while the local expense offering is kept in the local church to provide for Sabbath School supplies. Although there are never enough funds to meet every need, the Church Administration endeavors to provide balanced support for all the approved operations of the Church.
3. Direct Solicitation – Direct or indirect private solicitation of funds by workers serving outside their home divisions is considered to be in violation of denominational policy and not in the best interests of the long term support and development of the Church.

Solicitation By Organizations

No conference, church, institution, or self-supporting enterprise is to solicit funds from outside its own territory without written authorization from its' conference officers and of the conference administration of the area in which the solicitation is to take place.

Solicitation By Individuals

No individual representing special interests in one part of the field is to solicit help for that work in any other part of the field or in any other conference, without the written authorization from the conference officers of his own territory and of the area in which the solicitation takes place.

Solicitations and Presentations - UNAUTHORIZED

1. Use of Pulpit – Ministers and church officers should not grant the privilege of the pulpit to persons who have no written recommendation from the pastor.
2. Literature – Literature for solicitation purposes shall be provided only to responsible persons.
3. Unauthorized Solicitation – Conference and church officers shall take such steps as may be necessary to prevent unauthorized or illegal public solicitation.
4. Regular Channels – All funds contributed by our people in response to appeals for any cause, including authorized special projects, shall be passed through the regular channels of the local church or conference.
5. Appropriation Adjustment – The General Conference and/or Divisions reserve the right to make adjustments in the appropriations of organizations that, without proper authorization, solicit funds in

other territories.

204 EVANGELISM POLICY

Budgets

All requests for evangelistic funds should be submitted to the evangelism coordinator no later than October 15. This allows for proper budgeting as administration plans for the new year.

Release of Evangelism Funds

Funds for evangelism which have been approved may be advanced up to 6 months prior to the start of the evangelism effort when submitted in writing. Report of expenses should be submitted within 60 days after the close of an effort. **Funds for future evangelist efforts will not be released until all previous efforts have been accounted for and turned into the Treasury Department.**

Evangelism Expense and Reporting Guidelines

1. Each Evangelistic effort should have a separate checking account in the name of the effort rather than the evangelists, or the monies should be channeled through the local church treasurer.
2. Offerings taken at the meetings should be handled by persons other than the evangelist and deposited regularly in the effort account.
3. Recordation of documentation, such as deposit slips, expense vouchers, receipts, etc., should be organized and maintained in an orderly fashion.
4. All expenditures should be documented by invoices and/or paid checks.
5. Each effort expense report should be submitted and audited by the treasury department within 60 days of the closing of the effort.
6. All pastor/evangelists personal costs shall be reported through the monthly labor report.

Guest Evangelist Guidelines

1. If the evangelist owns a trailer and chooses to live in it during his series of meetings, the following benefits will be given: A nightly allowance equal to the prevailing single per diem rate, plus the trailer park rental expense. When the evangelist is at home or away from the trailer during the time it is parked in the trailer park, he is to report only the actual rental for the trailer space.
2. When it is necessary for the evangelist to live away from home, the current Rocky Mountain Conference per diem rate shall apply.
3. The cost of all books, sermons, records, and other materials sold at evangelistic meetings shall be charged to the evangelistic budget at cost and all income from the sale of same shall be credited to the evangelistic budget.
4. If the wife of the evangelist is not working at another job and she is engaged in spending most of her time helping her husband in doing secretarial work and helping in his meetings, a sum of up to 50% of the basic remuneration factor may be granted to her on a 12-month basis. She must be actively engaged in direct work for a minimum of 50 hours each month.

205 INGATHERING "HOPE FOR HUMANITY"

The North American Division Ingathering program has changed its name to "Hope For Humanity". 100% of the monies raised by churches is submitted to the conference, 50% of the money raised goes to Adventist Development and Relief Agency, 50% of the money is available as a reversion back to the local conference with 40% of the reversion money going back to the local churches that raised it and 10% being placed into the conference disaster/emergency fund.

In the Denver area, the Metro churches are part of a campaign called "Campaign For Community" and in that particular case 100% of the monies raised by the churches in the Denver-Metro area go directly to the Denver Adventist Community Service Center.

In the event that there are members in the churches of the Denver-Metro area who mark funds as "Ingathering" instead of Campaign for Community, those ingathering funds shall be sent to the conference and will be distributed in accordance with the North American Division Ingathering policy and not with the Campaign for Community program.

Use of Ingathering Funds

Ingathering funds are to be used in harmony with the purposes for which the funds were raised. This means that the funds will be used to meet humanitarian needs in the local communities in which they were raised and also around the world.

The focus of these initiatives should be to relieve human suffering and improve the quality of life in the general community, around the church and the funds should not be targeted toward Adventist members of the church. The key principle in use of Ingathering funds is to ask the question, "What is the best use of these funds to meet the humanitarian needs of the community and the world?"

206 INVITATIONS FROM OTHER ENTITIES

All invitations received by employees to speak or minister outside the Rocky Mountain Conference should be channeled through and approved by Administration, prior to accepting the invitation. Pastors are discouraged from accepting more than one appointment per quarter outside their conference/district.

Pastors wishing to participate in a pulpit exchange with another pastor in the conference should also clear the proposal with their regional Assistant to the President. (ATP)

207 LOCAL CHURCH

Church Remittances

The local church is expected to submit their receipts of tithe and offerings received on a monthly basis no later than the 10th of the month.

Church Records

Church Clerks should submit their quarterly membership report no later than the end of the first week after the quarter.

The Rocky Mountain Conference strongly recommends to each local church that appropriate and adequate storage facilities be made available for church treasurers and clerks records and supplies.

For churches owning their own buildings, it is recommended that storage facilities be provided for the treasurer and clerk that may be kept under lock and key, available only to the current treasurer/clerk and the pastor. For church organizations not owning their own property, the treasurer and clerk should be provided a cabinet, which can be kept locked at all times. It is recommended that the cabinet should be of fire resistive construction.

Conference Church

Isolated members may unite with the Conference Church, which is a body organized for the benefit of scattered believers who are otherwise without church privileges.

Aged and infirmed members who live adjacent to a local church organization should be members of the local church. It is the duty and responsibility of the local church to minister to such members. Such members should not be transferred to the Conference Church, which is not designed to function in place of the local church.

Although conference officers are the officers of the Conference Church, they hold their membership in the church in the locality in which they reside. The Conference Church is not intended to provide a church home

for any conference employee. Ministers and other employees should unite with the local church in the community in which they reside.

When a company of believers is organized, the membership of those individuals is kept in the Conference Church until such time as the company is organized into a church. In such cases, all membership changes are approved by the Conference Executive Committee. An organized company is provided with regular treasurer's records and supplies and moneys are transmitted to the Conference on the same basis as organized churches.

Local Church Building Policies

When a new church or school building project is to be undertaken, the pastor or building project chairman should request a copy of the Conference Church/School Building Application and Guidelines packet from the conference treasurer's office. All church or school building projects must follow these guidelines whether or not conference funding is required.

Church Building Assistance Policy

The Conference will appropriate an amount equal to 15% of the cost of the construction project less any funds received from the sale of previously owned property or insurance settlements. The maximum amount of assistance is \$45,000 on a \$300,000 project. Any project over \$300,000 will be considered on an individual basis.

Construction project is defined as an addition to an existing building, which increases the square footage of the building or a new building. Major repairs and remodels do not count as a construction project for purposes of receiving assistance under this policy.

Appropriations are given on a cash available basis-first-come-first-served after the appropriate application form has been completed.

Churches and schools applying for assistance shall submit drawings and an estimate of construction costs at the time of application for this assistance. Only after the Building Committee has approved the plans will the Executive Committee give consideration to the granting of an appropriation. Construction projects that are begun without the prior knowledge and approval of the Building Committee will not be eligible for assistance in accordance with this policy.

Local Church Name Change

While it is the privilege of each local church to choose the name by which they wish to be called, the following process should be followed:

1. Church Board, business meeting approval.
2. Letter to conference administration containing minutes of the above.
3. Conference Executive Committee approval.
4. Letter from conference to church board containing minutes of the Executive Committee decision.
5. Local church begins using their new name.
6. Update Conference Directory and treasury files.

208 NEWS RELEASE/COMMUNICATIONS/PUBLICATIONS

All public information is coordinated through the Director of Public Affairs, who works in collaboration with administration. No information about or on behalf of the Conference should be given to public media (newspapers, TV, radio, etc.) except as approved through the Director of Public Affairs or the President. Employees who have opportunity to interact with media representatives on an informal or casual basis are encouraged to do so, from the point of view of gospel witness and positive public relations; while at the same time being careful to defer any formal, particular, legal or sensitive points of information to the Director of Public Affairs. All formal publications, brochures and audio-visual productions that represent the Conference as a whole must be coordinated through and approved by the Director of Public Affairs whether or not they are produced within the Communication Ministries department. This applies whether the audience is internal (Adventist) or external (non-Adventist).

209 OVERSEAS TOUR SOLICITATION

Employees shall not promote any tours unless they have authorization by the Conference Executive Committee.

Due to insurance issues and potential conflicts of interest, employees should seek the permission of the Executive Committee for all trips, including Mission Trips, Holy Land excursions or group sponsored vacation cruises.

210 PERSONNEL RECORDS

The Conference Secretary maintains the employment records of each employee. These records are the property of the Rocky Mountain Conference and may include the pre/post hiring documentation, service records, written reports of periodic performance reviews, and other documents, all of which are assembled to form an accurate account of employment experience with RMC. In order to keep this record current, employees are asked to notify the Conference Secretary of any change in:

Name, Telephone Number, Martial Status, Address, Citizenship/Alien Visa Status Change, Number of Dependents.

Employees may examine their personnel file, excluding records of criminal investigations and letters of reference, in the presence of an office representative. Requests to do so should be made by the employee in writing, at least one full business day in advance. Inspection of the personnel file shall occur in the Secretary's office during regular business hours. Employees may provide a rebuttal statement to documents in their personnel file. Copies of materials in employee's personnel file (except those items specifically excluded above) are available upon a written request.

211 PUBLICATIONS

Adventist Review

The North American Division monthly edition of the *Adventist Review* is provided each month to the Rocky Mountain Conference members. Individuals wishing to subscribe to the remaining weekly issues should contact the Adventist Book Center. Anyone not receiving the monthly edition should contact the clerk at the office.

Ministry Magazine

It is the policy of the Rocky Mountain Conference to provide to all ministers and bible instructors a complimentary subscription to the *Ministry Magazine*. If you are not receiving it please contact the Conference Ministerial Department.

Mid-America Union Outlook

The *Mid-America Union Outlook* is the official publication of the Mid-America Union Conference of Seventh-day Adventists, a church organization which is listed as its publisher. Contact the Communication Department at the Conference office for detailed information regarding the editorial policies of the *Outlook*. If any church member is currently not receiving the *Outlook*, please send their name and address to the conference clerk.

Rocky Mountain Today

The *Rocky Mountain Today*, is a news publication of the Rocky Mountain Conference, and is published every other month to all members of the conference.

212 POLICY ON SAFETY AND BACKGROUND CHECKS

There has been a growing concern and effort on the part of the church to take appropriate measures to provide a safe environment for minors in the church. While no guarantee is ever possible, it is imperative the church take reasonable measures and speak clearly to the important value of intending to do everything reasonably possible. The following are encouraged, expected or required:

Background checks on:

All Employees

Required

All Adult Pathfinder Leaders

Required

All Children's Sabbath School Leaders

Required – Local Church Pays

Windows placed in the doors of all rooms in the church:

Children's Sabbath School Rooms	Required – Local Church Pays
School Rooms	Required

Supervision:

More than 1 adult in all class rooms	Strongly Recommended
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213 SAFETY AND SECURITY

The Rocky Mountain Conference believes an excellent health and safety record promotes improved productivity. Adherence to the following policies and procedures are recommended to protect the safety of all employees.

Conditions of Work - It is a condition of employment that each employee shall conduct his/her work in a safe manner.

OSHA Compliance - Rocky Mountain Conference complies with applicable OSHA rules and regulations, including "Employee Right To Know" regulations.

Workers' Compensation - Rocky Mountain Conference complies with applicable state Workers' Compensation laws.

Conference Property - Each employee is responsible for the proper care of conference property, equipment, and vehicles placed in his or her charge. Such property shall be used in a safe and proper manner. The employee shall notify administration of any malfunction of, or damage to, conference property. The conference reserves the right to hold an employee responsible for destruction or damage to conference property caused by an employee's negligent or willful acts or omissions.

214 SHARING OF OFFERINGS WITH DENOMINATIONAL EMPLOYEES

In view of the fact that denominational employees receive salary from and are under the direction of regular denominational boards and committees, employees are to refrain from and tactfully discourage the practice in which churches receive an offering to be shared with any full-time denominational employee.

It is definitely objectionable for employees to solicit donations or gifts for themselves or for personal equipment from churches or individuals.

Wedding and funeral fees may be retained at the discretion of the employee. However, it should be understood that members of the Seventh-day Adventist Church are not expected to pay the minister for his professional services.

215 SUGGESTIONS

Suggestions to improve conference operations and reduce expenses are welcomed and appreciated. Please pass along any suggestions to the conference administration.

216 TITHING PRINCIPLES AND PROCEDURES (NAD POLICY D 55 20)

Tithing is a basic Biblical principle, which speaks to a person's relationship with his Creator. This relationship is ordained of God for the benefit of His children. Only as we remember that we are stewards of God's creation and not owners can we find the peace and satisfaction God designed for us. Systematic and regular tithing reinforces and reminds us of our relationship with God. We do not pay our tithe, it is not ours to give; we return the Lord's tithe to Him. All that we have and are belongs to Him. Our Lord's promise of special blessings to the faithful tither can be received in no other way.

The tithe is to be held sacred for the work of the ministry and Bible teaching, including the carrying forward of conference administration in the care of the churches and of field missionary operations. The tithe is not to be expended upon other lines of work such as church or institutional debt-paying or building operations.

Seventh-day Adventist denominational employees who have been issued a credential/license are to be models in every facet of their lives. Because of its importance as a principle and the spiritual experience it represents, tithe, like other basic beliefs and practices of the Church, becomes a **CONDITION OF EMPLOYMENT**. (Receipt of this Employee Handbook constitutes employee notification of this condition of employment.)

The Conference will use the following process to deal with the auditing of employees' tithing practices:

- Treasury will perform the audit.
- Letters from the President asking for further information if reports indicate missing funds.
- If response from employee indicates resistance or refusal:
 - a. President will meet with employee one-on-one to appeal and listen.
 - b. If employee continues to resist or refuse:
 - 1. Meet again with one other (ie administrator or supervisor)
- If above meetings do not resolve issues—a letter with legal advice will be written to employee.
- If issue still not resolved—discussion taken to appropriate governing committee – recommending probation/dismissal.

217 VERIFICATION OF EMPLOYMENT - CURRENT & FORMER EMPLOYEES

The Conference is often requested by current and former employees to share verification of employment with prospective employers. All such requests are to be referred to the treasury department for appropriate follow-up and response.

The treasury department also receives requests from lending and other credit institutions to provide employee-related information. Despite any employment information that RMC 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.

In response to requests for information, the treasury department will confirm dates of employment, positions held, and related salary information. No information is provided regarding performance of employees. A signed waiver and release from liability is required from current and former employees prior to the release of any information. In the event telephone calls are received for employment verifications, the treasury department may only verify information the caller provides with an affirmative or negative response to specific questions for which the caller already has information supplied, and has verified the employee by name and social security number, as well as the reason for the call.

218 VIDEO/MOVIE POLICY

We recommend that the Executive Committee mandate all RMC churches, schools, and organizations dealing with minors formulate a policy which accommodates a parent's right to be informed regarding any media to which their minors will be exposed. Such policies should include a plan for informing parents of specific titles and ratings.

Any organization that does not submit a policy to the corresponding conference administrator (i.e. Education Superintendent, Youth Director, Secretary/Treasurer) shall be governed by the following policy:

Minors who attend conference, school or church functions where a movie will be shown must have a specific signed release from their parents before they will be allowed to watch the movie. The release statement that is to be signed must state the name of the movie and the rating (e.g., G, PG, PG-13, R, NC-17).

219 WILLS AND TRUSTS

All requests for wills and trust documents should be referred to the Planned Giving and Trust Services at the Conference office. **Under no circumstances should employees give legal counsel or endeavor to help church members draft legal documents of any kind.**

EMPLOYMENT POLICIES

300 SELECTION POLICY

The Rocky Mountain Conference, as a religious institution and employer, reserves constitutional and statutory rights, to give employment preference to Seventh-day Adventists. It is conference policy to recruit, hire, and promote all job classifications on the basis of merit, qualification, competence, and aptitude. This applies to all categories of employment. The Rocky Mountain Conference shall not unlawfully discriminate in employment due to race, color, national origin, gender, age or disability.

301 EMPLOYEE BEHAVIOR

All employees, in their job related activities and their personal lifestyles, are expected to maintain standards of behavior consistent with the moral vision implicit in the fundamental Beliefs of the Seventh-day Adventist Church.

302 EMPLOYMENT PROCEDURES

The employee recognizes that his/her position constitutes an employment at-will relationship, and the employee may terminate his/her position at any time for any reason subject to the notice requirements outlined under the "Termination of Employment" section of the *Employee Handbook*. The Conference has the same rights as the employee for terminating the employment of the employee. The provisions of the *Employee Handbook* do not constitute a contract of employment nor are they covenants. No representative of the employer has the authority to enter into any agreement with the employee for any specified period of time, or to make any agreement inconsistent with this policy. This policy supersedes all oral or written representations that are in any way inconsistent with it. The provisions of the *Employee Handbook* are guidelines only and may be changed or deleted by the employer as specified in "Changes in Employee Handbook".

1. Application - The Conference reserves the right to request a physical examination and, if it does so, is responsible for the expense. All applicants should be prepared to present documents providing proof of citizenship or permission to work in the United States. (U.S. Dept. of Justice/INS, Form I-9).

2. Interview Process

Office Staff: Applicants are referred to the proper department for interview. The final selection is made by the Department Director, in conjunction with Administration.

Pastors: Applicants meet with the Conference Personnel Committee and if approved, meet with the local church along with the ATP for the local church district. A vote by secret ballot confirms agreement or disagreement that the candidate would or would not mesh effectively with the church. The confirmation vote must be at least 75% in favor. No absentee votes are permitted.

Teachers: Interview with local school board. School board makes recommendation to Education Executive Committee. Conditional offer of employment is given subject to background checks, verification of credentials.

3. Pre-Employment Inquiry Release - The Pre-Employment Background Inquiry is required for all applicants who desire employment with the Rocky Mountain Conference. Successful completion of this screening process is necessary before employment is finalized.
4. Hiring - Employees are not considered officially hired, work may not begin, and paychecks cannot be issued, until the following forms have been completed to initiate payroll and personnel records. This includes but is not limited to:

5. Required Forms

- W-4 Federal and State Exemption Certificates
- I-9 with appropriate documentation
- Ministerial Credentials if claiming FICA exempt status
- Employee Background Inquiry Release
- Health Insurance
- Drivers' License Copy
- Social Security Card Copy
- Employee Information Sheet
- Accidental Death Insurance

Optional Forms

- Prepaid Legal
- Assist America – Worldwide Emergency Services
- Hartford Life Long-Term Care Insurance
- Unum Group Universal Life Insurance
- AFLAC Supplemental Insurance

The above forms may be completed in the treasury department.

5. Health Insurance Cards - Employees are issued insurance cards by the treasury department. Please see the Associate Treasurer for information on insurance.

6. Ongoing Review

Office Staff: Employees shall participate annually with the supervisor in an employee performance review.

Local Church Employees:

Pastors — Are reviewed annually by their Assistant to the President in conjunction with their church board. (See Appendix B for review process and documents)

Teachers — Are reviewed annually by their principal or by representatives of the Office of Education.

Officers, Assistants to the President, Director of Education — are reviewed annually by the Executive Committee.

303 EMPLOYMENT CLASSIFICATION

Regular Full-Time Employees - are considered as regular and full-time when assigned a regular position either as an hourly worker working a scheduled minimum of 38 hours a week (1976 hours annually), **or** working full-time on a salaried basis, **and** after successfully completing the introductory period for all new denominational employees. Employees must work full-time in order to be eligible for employer provided benefits as listed in the "Benefits" section of the *Employee Handbook*.

Regular Part-Time Employee - are considered as regular and part-time when assigned a regular position, working on a scheduled basis of less than 38 hours a week, **and** after successfully completing an introductory period for all new denominational employees. Employees classified as such may be eligible for the following benefits on a pro-rata basis* (see note below): vacation pay, short-term sick leave, long-term sick leave, holiday pay, bereavement leave pay, jury duty pay, Christmas bonus, etc.

Temporary Part-Time Employees - are considered temporary part-time, when filling in a temporary position, working on a scheduled basis of less than 38 hours per week **or** have a working schedule of more than 38 hours per week for less than three (3) months. Employees classified as such may be eligible for the following benefits on a pro-rata basis* (see note below) **if** their assignment is for more than three consecutive months: vacation/sick leave, holiday pay, bereavement leave pay, jury duty pay, Christmas bonus, etc. Pro-rata benefit eligibility will begin with the fourth month of consecutive employment.

Auxiliary Employees - are those individuals to whom the Conference has not issued the ministerial, teaching or employment credentials identified in North American Division Working Policy D 05. Auxiliary employees shall be eligible for mandatory federal and state statutory benefits, such as social security, Medicare and workers' compensation, but shall not be eligible for Conference employment benefits.

Independent Contractors - are not considered "employees" and are, therefore not subject to overtime, minimum wage and other protections of the wage and hour laws. The most significant factor in determining whether the worker is an Independent Contractor or an employee is whether the employer has the right to control the worker with respect to the work done and the manner in which it is performed. See APPENDIX E for Twenty Factors to Determine Existence of Employer/Employee Relationship.

**This list of benefits may be amended as deemed appropriate by Administration.*

304 RESIGNATION OF EMPLOYMENT

Voluntary - If an employee for any reason, finds it necessary to discontinue employment, the employee shall submit in writing a notification of intention at least two weeks prior to the planned date of departure. This notice will state the date of separation, give reason for the resignation, and should be addressed to the immediate supervisor with a copy to the administration.

The employee's final remuneration check will be taken off of direct deposit and the employee shall provide to the treasury department a forwarding address for the final paycheck and year-end W2 mailings.

Involuntary Resignation - See Discipline Procedures/Termination of Employment

305 REDUCTION IN FORCE POLICY

Economic slowdown, reduction of a department or program, or financial reversal may make it necessary to reduce the number of employees, reclassify position(s), or to reduce individual employee working hours. Should this happen, the conference may reduce employees and/or hours based on, but not limited to the following, in no order of preference:

- Employee's degree or skills and their performance evaluations.
- Employee's length of service in the department or program.
- Employee's length of service with Rocky Mountain Conference.
- Employee's total years of denominational service.

In the event that an entire department or program is eliminated, employees in that department may be terminated without regard to the above schedule of considerations. Reasonable effort will be made to place affected employees in another open position within the conference, if available.

306 BEHAVIOR CODE

The conference is an institution of the Seventh-day Adventist Church. All employees are expected to demonstrate good judgment, ethical personal behavior, common sense, honesty, and the high moral standards of conduct and life-style expected of employees of a Seventh-day Adventist institution at all times. Failure to meet these expectations may result in disciplinary action, including, but not limited to, censure, suspension with or without pay, or termination.

- A. The following conduct is illustrative of the type of behavior which is prohibited by RMC employees, and which is subject to disciplinary action. It is not an inclusive list, but is stated here for purposes of illustration. All employment is at-will and the following list of prohibited behavior does not alter that policy.
1. Violations of conditions of employment, including unsatisfactory job performance.
 2. Violation of published employment policies and regulations.
 3. Failure to practice the Fundamental Beliefs of the Seventh-day Adventist Church.
 4. Habitual tardiness or absenteeism.

5. Unauthorized possession, theft, misappropriation, or misuse of organizational funds, other assets, or property of another employee.
6. Misuse of administrative position, influence, or authority.
7. Unauthorized endorsement(s) that associate the name or prestige of RMC with product(s), service(s), or issue(s).
8. Committing, aiding, advocating, or being convicted of a felony.
9. Supporting or being involved with activities that are in conflict with the mission and objectives of Rocky Mountain Conference.
10. Persistent disregard or violation of sound principles of Christian interpersonal relationships or inability to maintain professional relationships with fellow employees.
11. Refusal to accept a transfer or a justified assignment.
12. Falsification of records, time reports or expense reports.
13. Insubordination.
14. Misuse of confidential information.
15. Unauthorized possession or use of firearms or other weapons on conference property.
16. Assault.
17. Premarital, extramarital, or homosexual intimacy.
18. Gambling.
19. Smoking.
20. Use of alcoholic beverages.
21. Use of profanity or other abusive language.
22. Harassment as defined in this *Employee Handbook*.
23. Violation of the Sexual Standards described in this *Employee Handbook*.
24. Other conduct described as grounds for discipline elsewhere in the *Employee Handbook*.

- B. Rocky Mountain Conference provides and maintains a drug-free workplace. The unauthorized possession, sale, distribution or use of a controlled substance is prohibited. Any employee violating this prohibition will be reported to the proper authorities and is subject to immediate termination.

307 DIVORCE AND REMARRIAGE

Employees are to model and abide by church guidelines as outlined in the Seventh-day Adventist Church Manual. (See Church Manual's complete chapter on Divorce and Remarriage in Appendix C)

308 SEXUAL STANDARDS

All employees, staff, and administration, are expected to uphold the sexual standards* of the Seventh-day Adventist Church in their teaching, influence, and example. God's ideal for sexuality is achieved when sexual expression is limited to a husband and wife committed in lifelong marriage. All expressions of premarital and extramarital friendship are to be chaste. All forms of sexual abuse, exploitation, and promiscuity are contrary to the ideals of the conference. Rocky Mountain Conference honors an ideal of sexual purity, which transcends mere legal enforcement.

* *"Under the standards of the Seventh-day Adventist Church, Adventists believe marriage was divinely established in Eden and affirmed by Jesus to be a lifelong union between a man and a woman in loving companionship. Mutual love, honor, respect, and responsibility are the fabric of this relationship, which is to reflect the love, sanctity, closeness, and permanence of the relationship between Christ and His church". (Seventh-day Adventists Believe, Hagerstown, MD: Review and Herald Pub. Assn., 1988:294.)*

As understood by the Seventh-day Adventist Church, *"Sexual practices that are contrary to God's expressed will are adultery and premarital sex, as well as obsessive sexual behavior. Sexual abuse of spouses, sexual abuse of children, incest, homosexual practices (gay and lesbian) and bestiality are among the obvious perversions of God's original plan". (Statement of Concern on Sexual Behavior, 1987 General Conference Committee, Annual Council Action #148-87GN)*

309 NON-FRATERNIZATION

In order to promote the efficient and ethical operation of conference business and academic enterprise, and to avoid misunderstandings, complaints of favoritism, other problems of supervision, security, and morale, and possible claims of sexual harassment, administrators and supervisors are to avoid dating or pursuing romantic relationships with employees whom they supervise, directly or indirectly. Additionally, all employees will avoid dating or pursuing romantic relationships with students. Employees, including teachers, office staff, pastors and administration, who violate this guideline will be referred to the Sexual Harassment Review Committee and are subject to discipline, up to and including termination of employment.

310 DISCIPLINE PROCEDURES/TERMINATION OF EMPLOYMENT

The purpose of discipline procedures is to provide a systematic and equitable means of dealing with employee violation of conditions of employment or other unacceptable practices and to assist employees in achieving optimum performance. Please refer to the section "Behavior Code" for a listing of the types of behavior, which may lead to discipline or termination of employment. The procedures herein are for guideline purposes only, and may be modified or not followed if the gravity of the behavior warrants major disciplinary action or termination without intervening steps. Should a serious violation of conditions of employment or a major infraction of policies and regulations occur, the action of the Administration to suspend and/or terminate the employee's services is final. In such cases an employee may not be given an opportunity to resign. Prior notice and warnings need not be given.

There are five steps that supervisors should follow when policies, regulations, and guidelines in this handbook are ignored or violated:

1. Verbal Warning: In an initial counseling session, a verbal warning by the immediate supervisor will be given to the involved employee. Successive verbal warnings shall be documented by the supervisor, and appended to the employee's personnel file.
2. Written Warning: A written warning by means of a letter which contains the following information: a) an outline of the problem areas, b) description of the corrective action to be taken within the proscribed time frame, c) further action which will occur if improvement is not noted within this time frame. A copy of this letter shall be given to the employee with notification that a copy is being sent to the employee's personnel file.
3. At the end of the noted time frame, an interview will be conducted between the supervisor and the employee to discuss results since the initial counseling session. The results of this session shall be documented in writing to the employee with a copy placed in the employee's personnel file. If the desired improvement has not been made, the employee may be referred to the appropriate administrator for probation.
4. The Administration, in conjunction with the departmental supervisor and appropriate administrator, shall review the case before placing the employee on probation. Another session with the employee will be held in which the employee is advised of the probationary action. A letter will follow from the administration confirming the probationary status, a copy of which will be placed in the employee's file.
5. The Administration may choose an appropriate level of discipline, based on the severity of an offense, including but not limited to, verbal warnings, written warnings stated above, administrative leaves with or without pay, and employment termination.

Any cause for discipline, which is not corrected, may lead to termination. If disciplinary or corrective measures have failed to remedy the situation and if termination for cause is deemed to be necessary, the employee may be given the opportunity to:

- a. Initiate resignation.
- b. If the employee believes that the written conditions of employment or published regulations, policies, or procedures have been inequitably applied in the impending dismissal, the employee may use the established grievance procedure. If the employee wishes to use this procedure, intention must be stated in writing to the administration office within five working days of receipt of notice of proposed dismissal. Notice shall be delivered in person or by registered mail with return receipt requested.
- c. If the employee does not resign or does not initiate grievance procedure, the employee will be terminated.

Should an employee be dismissed for cause, the employee will generally receive two-weeks notice of termination. However, Rocky Mountain Conference at its own discretion may choose to pay the dismissed employee in lieu of notice. The employee who is dismissed will receive the full remuneration that he/she has earned up to the time of discharge, **but may not be entitled to a termination settlement.**

311 TERMINATION SETTLEMENTS (NAD POLICY X 40)

Termination settlements are for the purpose of providing interim income during the period a person is seeking another job after the institution has terminated the employee. The following guidelines shall apply for the calculation of termination benefits. However, the Rocky Mountain Conference Executive Committee determines the conditions of actual settlement.

A. Eligibility Requirements

Termination settlements may be granted providing the employee meets at least one of the following conditions, signs a Settlement Agreement & Full Release of All Claims, and is not eliminated under the provisions of Section D:

1. The employee is terminated by Rocky Mountain Conference. (May not apply to employees dismissed for cause.)
2. The employee is counseled to resign by the Conference and has not been offered employment by another denominational organization in an area of service for which the person has acquired qualifications through training and/or experience.
3. Is an employee of the Conference who has been terminated due to financial exigency.
4. The employee is unable to continue employment because of medical disability as determined by appropriate medical certification and the controlling denominational committee, and is not eligible for disability retirement benefits or benefits from the Employee Disability Income Plan (X 33).

B. Eligible Recipient - Terminated

To be eligible, the terminated employee must be or have been a regular full time employee who:

- a. Has at least two years of denominational employment.
- b. Receives regular remuneration that does not exceed the denominational Remuneration Scale.
- c. Is not eliminated under the provisions "D" below-Ineligible Employee.

C. Eligible Recipient - Deceased

1. The surviving spouse or dependent children of a full-time employee who would have qualified under Section A above but who died while in active service.
2. The surviving dependent parent of an unmarried full-time employee who would have qualified under Section A above but who died while in active service.

D. Ineligible Employee -

An employee and/or the surviving spouse, dependent, or surviving dependent parent of:

1. An employee who was dismissed from employment for cause.
2. An employee who voluntarily terminates from employment or terminates while on a leave of absence or immediately following a leave of absence.
3. An employee, including one who is not reelected at the time of a session, who has to be terminated because he/she does not accept reassignment in the same organization or a call to another denominational organization in an area of service for which the person has acquired qualifications through training and/or experience.
4. An employee (and/or the surviving spouse, dependant, or surviving dependant parent of an employee) who refuses to sign a Settlement Agreement & Full Release of All Claims.

E. Service Record -

1. The termination settlement shall be noted on the employee's personal service record but does not cancel any part of the individual's service credit.
2. If an employee who has received a termination settlement re-enters denominational service at a later date, any further settlement will be based on service accrued since the date of the previous settlement.

F. Service Credit -

A termination settlement shall not add service credit to the employee's record.

G. Settlement -

1. The settlement shall be a payment equal to 25 percent of one month's remuneration excluding area travel and all other allowances for the years of full-time service and fractions thereof, or valid service credit whichever is less, plus unused earned vacation to which the employee is entitled up to maximum of six weeks or the balance of the vacation/sick leave bank. No more than 20 years of full-time service shall be counted.
2. The former-employee and dependents may be eligible for continued hospitalization and medical benefits provided that such assistance shall be granted only in case of illness or accident. Non-emergency medical, dental and optical care is specifically excluded. This assistance shall continue for a period of two months or until the former employee has obtained health assistance coverage, whichever comes first, or as required by law.
3. Employers are required to obtain a release from any future liability before making a termination settlement to an employee. If the release is not signed within 30 days of going off the payroll for regular remuneration, including accrued paid leave or accrued vacation the termination settlement shall be forfeited.

312 CONFLICT RESOLUTION

In spite of the best intentions of the individuals involved, there may still be an occasion where there is a perceived conflict or disagreement in the workplace. Most forms of conflict may be generally classified as either conflict between colleagues or co-workers, OR conflict between an employee and the employer.

Should an employee perceive a potential conflict between themselves and another colleague or co-worker, the process for resolution for these types of issues is covered under the section titled Interpersonal Conflict Resolution, Section A below.

Should an employee perceive a potential conflict between themselves and the employer, the process for resolution is covered under the section titled Grievance Policy, Section B below.

A. Interpersonal Conflict Resolution -

In recognition of established biblical principals, and in the Christian heritage and lifestyle, the Conference encourages employees to follow the steps listed below to resolve conflict or disagreements between co-workers or colleagues.

Employees are strongly urged to initiate personal discussion of the issue central to the conflict with the individual involved, in an effort to resolve the issue at stake as quickly and confidentially as possible. At all times, the employee who initiates discussion as well as the individual being approached is requested to consider how he/she would feel and respond should roles in the discussion process be reversed. It is explicitly understood that the person who is in disagreement over the actions or behavior of another employee has a responsibility to voice the concern directly to the person whose behavior may need improvement.

If after prayerful discussion and reflection the issue in question cannot be resolved one-to-one, the employee is encouraged to approach the supervisor or administration with the affected individual, and request assistance, input and mediation for a successful resolution of the central issue of conflict. Supervisors or administration are encouraged to keep such discussions confidential between the parties involved, and work positively to assist in resolution of the issue at stake.

B. Grievance Policy -

The Administration and Conference Executive Committee encourages employees to communicate problems or grievances arising from work situations in an open manner, without fear of recrimination. Such concerns are given careful and fair consideration in the manner described below.

Purpose - Good working relationships largely depend on the mutual understanding of organizational goals and objectives. To foster this concept, it is necessary to delineate informal and formal procedures to allow employees to communicate complaints, and to afford management the opportunity to explain, respond and take corrective action as appropriate.

Definitions - Within the scope of this policy, a grievance is the formal written protest by a regular full-time, or terminated employee, of the application of a policy directly affecting the employee, or a formal written protest of disciplinary action, termination or layoff. A Grievance excludes the protest by a present or terminated employee of such matters as the content of a RMC policy, North American Working Policy, or of a determination involving North American Division retirement plan.

Within the scope of this policy, the term employees means all regular full time hourly and salaried employees of the Conference. These policies do not apply to temporary, part-time, or prospective employees in their introductory period, who are not eligible to file a grievance.

Applicability -

1. Employees who perceive problems in the course of their work or who believe that a Conference policy or rule has been applied incorrectly as it relates to the employee shall discuss the subject with their supervisors. Employees are encouraged to discuss problems/complaints in an informal manner with their immediate supervisors, or the

Administration. However, if this proves unsatisfactory, the employee shall file a formal grievance.

2. A formal grievance shall be filed with the Administration, in writing, within fourteen days of the incident giving rise to the grievance; except that in the case of involuntary termination or permanent layoff due to reduction in force, the formal grievance shall be filed within thirty (30) calendar days of the date of notification of action. The employee shall contact the Administration for assistance in preparation of the grievance. The Administration shall monitor the grievance and shall be available to assist both the employee and management during the grievance procedure. Administration shall forward the grievance to the department supervisor as indicated below.
3. There shall be no retaliation against an employee who files a grievance, or arbitrates a grievance, under this policy.
4. This grievance procedure shall constitute an employee's sole remedy for all employee-related disputes (contract, statutory, including but not limited to violations of the law and public policies or other), including disputes arising out of involuntary termination or lay-off.
5. Neither the Employee or the Conference shall use legal counsel in the grievance procedures although either party may consult with counsel outside of the proceedings.
6. Grievance Procedures: The following chart outlines the chain of authority that should be followed in the grievance process:

<u>Employee</u>	<u>First Step</u>	<u>Second Step</u>	<u>Third Step</u>	<u>Fourth Step</u>	<u>Fifth Step</u>
Teachers	Head Tch/Principal	Superintendent	K-12 Board	NAD Process	-
Pastors	District ATP	Conf President	Exec Committee	NAD Process	-
Directors	Conf President	Exec Committee	NAD Process	-	-
Assoc/Assist	Depart Director	Conf President	Exec Committee	NAD Process	-
Support Staff	Supervisor	Office Manager	Conf President	Exec Committee	NAD Process

- a. First Step - The immediate supervisor shall discuss the grievance with the employee and furnish a written response to the employee within fourteen calendar days of receipt* of the grievance.
- b. Second Step - If the employee is not satisfied with the decision of the immediate supervisor, he/she shall submit a written appeal of the decision within fourteen calendar days of receipt of the immediate supervisor's response to the next level of administration. These individuals shall meet with the employee and review the grievance. The department/division head shall provide a written response within fourteen calendar days of the receipt* of the appeal, with a copy to the Office Manager for the employee file.
- d. Third – Fifth Step - If the employee is not satisfied with the decision, he/she shall submit a written appeal of the decision to the Conference President. If the employee is not satisfied with the decision of the Conference President, the employee in consultation with the Conference President may submit a written appeal to the Executive Committee. The Executive Committee may give approval to begin NAD Process. The President shall provide a written response of the appeal, with copies to the supervisor, office manager and employee, and a copy for the employee file.

*The employee is encouraged to submit his/her grievance by either certified mail with return receipt or to secure the signature and date of the individual to whom the grievance is addressed if hand delivered.

7. If, for some compelling reason, the employee believes the grievance cannot be discussed at one of the levels of management specified above, or if that level of management does not exist in that section of the Conference, he/she shall submit the grievance to the next level of management.
8. While a grievance is in process, the employee has the obligation to continue to perform his/her duties in a satisfactory manner.

An employee terminated or suspended without pay as the result of disciplinary action is not permitted to continue to work. After a thorough review of the facts in each case, if the employee prevails, he/she shall be reinstated with or without back pay.

9. Administration at each level is responsible for the fair and objective review of an employee's grievance, for the utilization of staff advice and counsel, and for any adjustment which the facts may indicate.
 - a. The employee is responsible for a factual and objective presentation of the facts and position, and for continued adherence to Conference employee standards of conduct during the time the grievance is in process.
 - b. Support Staff: At each step of the process, the Office Manager is responsible for providing a timely and objective evaluation of the circumstances and facts involved in the grievance to the appropriate administrator, and for recommending a position consistent with the facts.
10. Each grievance decision stands alone. Administrative decisions regarding grievances are not precedent-setting or binding on future grievances.

C. Arbitration Recourse (NAD Policy B 90) – Binding Arbitration is available for resolving disputes in ways that lead to reconciliation. It is a quasi-legal procedure in which the parties in dispute meet voluntarily in the presence of one or more arbitrators for a hearing and should normally consume one day or less.

1. The grievant(s) shall make a written request for an arbitration hearing to the conference secretary. Normally, within 15 working days of the receipt of the request, the conference secretary shall respond to the party making the request with a written acknowledgement and statement as to how and when the request will be processed. Arbitration forms shall be enclosed for the grievant(s) to complete and return to the conference secretary as soon as possible. These include the conciliation and dispute spiritual preparation study, the binding arbitration protocol statement, and the confidentiality agreement statement. After the arbitration initiation forms have been signed and returned, the following steps shall be taken by the local conference secretary:
 - a. Present the request and arbitration initiation forms to the Executive Committee for action.
 - b. Notify the grievant of the decision of the conference. If that decision is for binding arbitration, in communication with the grievant, set the date, time and place for the hearing; and select the arbitrator(s) and observer(s). The arbitrator(s) and observer(s) must be approved by the parties in dispute.
 - c. Furnish the arbitrator(s) and observer(s) a copy of the arbitration initiation agreement signed by the parties in dispute within ten (10) working days prior to the arbitration hearing date. The information contained in the agreement shall include time, place, and date of the hearing; complaints and charges of the defense; issues to be discussed; positions taken relative to the issues; documents of evidence, proof, or verification; names of invited witnesses; and nature of the settlement requested.

The Arbitration Panel should be perceived by the parties in dispute to be neutral, impartial, and independent and must be agreed upon by all parties in dispute, as well as the number of person(s) appointed to serve. The verdict of the arbitrator(s) is binding upon all parties.

Legal Representation is discouraged unless the attorneys are present to provide expert counsel on specific legal matters. Observers and Peer representation may be permitted, but all parties must agree on both the attendance and personnel involved.

Witnesses appear in an arbitration hearing at the call of the moderator. They are present in the hearing only to testify and must leave when they have completed their testimony.

Financial Arrangements for the cost of conducting arbitration hearing are to be allocated in the following manner unless otherwise agreed to by all parties involved:

- a. The parties in dispute are to pay on a 50-50 basis the travel expenses of any lay person or retired former church employee who serves as an arbitrator.
- b. The local conference is to pay the travel and lodging expenses for their employees who serve as arbitrators and observers.
- c. The North American Division pays the travel expenses for its employees who serve as arbitrators and observers.
- d. Incidental expenses incurred by private moderators and arbitrators such as secretarial help, telephone calls, postage, etc., are to be paid by the conference.

313 ALIEN/NON-CITIZEN EMPLOYEES

All applicants will be required to present proof of citizenship or eligibility to work in the United States as required by law. A person who is on an immigrant or permanent visa (a green card) is subject to the same legal work provisions, income tax, disability insurance, and Social Security withholding as United States citizens: "It is unlawful for a person or other entity—(A) to hire; or to recruit or refer for a fee, for employment in the United States an alien knowing the alien is an unauthorized alien (as defined in subsection (h)(3)) with respect to such employment..." (8 USC sec.1324a)

To be a volunteer rather than an employee under this law, the alien cannot receive any remuneration whether direct or in kind including reimbursement for mileage or expenses.

314 EMPLOYMENT OF RELATIVES

Rocky Mountain Conference policy discourages employment of immediate family members within the same department. Normally, employees will not be placed in a position of direct supervision over a relative, under the direct supervision of a relative, or in a position where a relative's progress could be affected by the relationship.

The definition of immediate family member includes: husband, wife, child, father, mother, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparents, and grandchildren.

315 HOLDING OTHER EMPLOYMENT

Employees are expected not to hold other employment or to engage in other activities, which may conflict with the full and proper discharge of the duties and responsibilities of the position held.

Office Staff: The immediate supervisor, in consultation with the Office Manager shall determine whether outside activities are interfering with the employee efficiency and contribution.

316 SDA TRANSFER EMPLOYEES

- DENOMINATIONAL TRANSFER EMPLOYEES

Employees who have worked at least six (6) full-time months and have earned service credit at an SDA institution, or who have worked a total of six (6) months at one or more SDA institutions with breaks of not more than thirty (30) days, and who begin employment at RMC within thirty (30) days of termination from the previous denominational employer, are considered SDA-transfer employees. SDA transfer status allows a new employee to utilize full time employee benefits immediately upon hire, without the three-month waiting period.

317 ENDORSEMENTS

No employee may endorse or imply endorsement of a product or service in the name of the Rocky Mountain Conference. This applies to the wording of contracts with organizations outside the Rocky Mountain Conference; to the use of RMC stationery in making statements regarding products, services, or issues; or to any communications or dealings which could imply endorsement by the Rocky Mountain Conference.

318 CONFLICT OF INTEREST (NAD POLICY P 35)

Rocky Mountain Conference, as an entity of the General Conference of Seventh-day Adventists has developed the Conflict of Interest Policy, as set forth below, to address and encompass the various law, policy, and regulation requirements of Rocky Mountain Conference and applicable governmental unit(s). The guidelines prohibit employees from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private financial gain for themselves or others, such as those with whom they have family, business or other ties.

P 35 05 Statement of Policy—1. *Individuals Included*—All trustees, officers, and employees of denominational organizations 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 dealings with third parties, and they are expected to deal 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.

2. *Definition of Conflict*—a. A conflict of interest arises when a trustee, an officer, or an employee of the organization has such a substantial personal interest in a transaction or in a party to a transaction that it reasonably might affect the judgment he/she exercises on behalf of the organization. He/She is to consider only the interests of the organization, always avoid sharp practices, and faithfully follow the established policies of the organization.

b. Because of the common objectives embraced by the various organizational units and institutions of the Seventh-day Adventist Church, membership held concurrently on more than one denominational committee or board does not of itself constitute a conflict of interest provided that all the other requirements of the policy are met.

3. *Conditions Constituting Conflict*—Although it is not feasible in a policy statement to describe all the circumstances and conditions that might have the potentiality of being considered as conflicts of interest, the following situations are considered to have the potentiality of being in conflict and therefore are to be avoided:

- a. Engaging in outside business or employment that permits encroachment on the denominational organization's call for the full services of its employees even though there may not be any other conflict.
- b. Engaging in business with or employment by an employer that is any way competitive or in conflict with any transaction, activity, or objective of the organization.
- c. Engaging in any business with or employment by a nondenominational employer who is a supplier of goods or services to the denominational organization.
- d. Making use of the fact of employment by the denominational organization to further outside business or employment, or associating the denominational organization or its prestige with an outside business or employment.
- e. Owning or leasing any property with knowledge that the denominational organization has an active or potential interest therein.

f. Lending money to or borrowing money from any third person who is a supplier of goods or services or a trustor or who is in any fiduciary relationship to the denominational organization or is otherwise regularly involved in business transactions with the denominational organization.

g. Accepting any gratuity, favor, benefit, or gift of 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 denominational organization other than the compensation agreed upon between the denominational organization and the employee.

h. Making use of or disseminating, including by electronic means, any confidential information acquired through employment by the denominational organization for personal profit or advantage, directly or indirectly.

4. *Statement of Acceptance*—The chief administrative officer of the organization concerned shall present a statement of acceptance of the policy on conflict of interest to denominational administrators and department directors, and to each member of the boards of trustees, and all employees of denominational associations and institutional corporations having responsibility in connection with the handling of trustee funds, and such statements shall be signed and made available to the responsible auditors. The boards of trustees of such organizations shall be apprised annually by denominational auditors of inherent exposures to denominational assets.

5. *Statement of Acceptance – North American Division Office*—The chief administrative officer of the North American Division shall present a statement of acceptance of the policy on conflict of interest to the division administrators, directors/associate directors of departments/services, and members of the Division Executive Committee who are exempt employees of the North American Division at or above the 154% remuneration level. Such statements shall be signed and made available to the responsible auditors. The North American Division Committee shall be apprised annually by denominational auditors of inherent exposures to denominational assets.

319 CONFERENCE OFFICE HOURS

Monday – Thursday 7:30 a.m. to 12:00 p.m. and 1:00 p.m. to 5:30 p.m.

Phone Hours 8:00 a.m. to 5:30 p.m. Monday – Thursday)

Closed on Fridays.

320 PASTORAL EXPECTATIONS DOCUMENT

See Appendix F for Pastoral Expectations.

321 PERSONAL APPEARANCE

Because Rocky Mountain Conference believes that personal appearance is an important aspect of an employee's overall effectiveness, the following guidelines for dress and personal appearance have been established. RMC, while not acting as conscience for others, requires all of its employees, from the first day of employment, to follow the personal appearance standards outlined below except as they may be in conflict with existing legal state statutes.

1. Hair (including mustaches, sideburns, and beards) is to be neat, clean and well-groomed. It must in no way interfere with the technical requirements of one's work assignment.
2. Proper body hygiene requires cleanliness and neatness in grooming.
3. Employees of the Conference community must not wear rings (except wedding/engagement rings), necklaces, chokers, earrings or bracelets (except medical), while representing the Conference in any setting.
4. Clothing and accessories are to be clean, modest, neat, and appropriate for professional wear and/or appropriate to the work performed.
5. Employees are expected to refrain from the conspicuous use of cosmetics.

Employees who, by virtue of the job performed, represent the Conference in an official capacity may be required to maintain a greater degree of professional dress.

322 FIDELITY INSURANCE

All RMC employees are covered under a blanket fidelity insurance program. By accepting employment, an employee becomes responsible to the insurance company for any losses, expense, counsel, or damages which it may sustain or cause to become liable because of dishonest, fraudulent, or criminal behavior.

323 AIDS AND HEPATITIS ANTIGEN POSITIVE POLICY

The Rocky Mountain Conference does not unlawfully discriminate against any individual regarding employment, admission, or access to facilities and housing because he/she is HIV positive or Hepatitis B or C Antigen positive or is known to have AIDS or Hepatitis B or C. Rocky Mountain Conference may take appropriate measures to protect its employees, students, members and the public when an individual's medical condition poses a threat to the health and safety of themselves or others.

324 HARASSMENT (NAD POLICY D 70)

A. Sexual Harassment

Sexual harassment is reprehensible and will not be tolerated by the Rocky Mountain Conference. It subverts the mission of the Conference and threatens the careers, educational experience and well-being of staff and employees. Relationships involving sexual harassment or discrimination have no place within the Conference. In both obvious and subtle ways, the very possibility of sexual harassment is destructive to the organization, employees and the community as a whole. When through fear of reprisal, an employee submits, or is pressured to submit, to inappropriate sexual attention, the Conference's ability to carry out its mission is undermined.

Sexual harassment is especially serious when it threatens relationships between teacher and student or supervisor and subordinate. In such situations, sexual harassment exploits unfairly the power inherent in a faculty, or supervisor's position. Through grades, wage increases, promotion, and the like, a person in a position of power can have a decisive influence on the future of the student, faculty, or staff member.

While sexual harassment most often takes place in situations of a power differential between the persons involved, the Conference also recognizes that sexual harassment may occur between peers. The Conference will not tolerate behavior between or among members of the Conference community, which creates an unacceptable educational, working, or clinical environment.

Prohibited Acts - No member of the organization shall engage in sexual harassment. For the purposes of this policy, sexual harassment is defined as inappropriate sexual advances, such as requests for sexual favors, or other verbal, visual, or physical conduct of a sexual nature. Harassment is considered to have occurred if:

- a. Submission to such conduct is made explicitly or implicitly a term or condition of an individual's employment or status in a course, program, or activity;
- b. Submission to or rejection of such conduct by an individual is used as a basis for an educational, employment, or clinical decisions affecting an individual;
- c. Such conduct has the purpose or effect of unreasonably interfering with an individual's academic, work, or clinical performance, or of creating an intimidating, hostile, or offensive environment for learning or work;
- d. There are inappropriate or unwanted sexual approaches.

Examples of Sexual Harassment - Sexual harassment encompasses any sexual attention that is unwanted or inappropriate. Examples of the verbal, visual, or physical conduct prohibited above include, but are not limited to:

- a. Any subtle or other pressure or request for sexual favors or activity, including any suggestion that an applicant's or employee's giving in to or rejecting sexual advances will have an effect on that person's employment or terms of employment.
- b. Unwelcomed sexual flirtation or propositions.
- c. Unnecessary or inappropriate touching of a sexual or abusive nature (e.g., patting, pinching, hugging, repeated brushing against another person's body, etc.)
- d. Displays of sexually suggestive pictures, drawings, cartoons, or objects,
- e. Threats or demands for sexual favors.
- f. Unwelcome or derogatory statements related to gender, race, color, national origin, age or disability (for example, kidding, teasing, degrading jokes or offensive comments or tricks).
- g. Demeaning or degrading comments about an individual's appearance.
- h. Denying an employee the opportunity to participate in training or education on account of gender, race, color, national origin, age or disability.
- i. Limiting opportunities for promotion, transfer or advancement on account of gender, race, color, national origin, age or disability.
- j. Requiring a protected employee to perform more difficult tasks or less desirable work assignments in order to force them to retire or resign from employment.

B. Harassment on Account of Age, Race, Ethnicity or Disability

Harassment on account of age, race, ethnicity or disability includes, but is not limited to, the following:

1. Subjecting employees to derogatory remarks, insults, slurs, jokes or tricks based on age, race, ethnicity or disability;
2. Denying employees opportunities to participate in training or education on account of their age, race, ethnicity or disability;
3. Limiting opportunities for promotion, transfer or advancement on account of age, race, ethnicity or disability;
4. Requiring employees to perform physically more difficult tasks or less desirable work assignments in order to force them to retire or resign from employment.

To maintain a work environment free of harassment and assist in preventing inappropriate workplace conduct, Rocky Mountain Conference shall endeavor to take the following actions:

- a. Each employee shall receive a copy of this harassment policy and complaint procedure;
- b. Each employee shall acknowledge receipt of this policy and complaint procedure, which will be maintained in the employee's personnel file;

- c. Rocky Mountain Conference has designated that complaints of harassment on account of age, race, ethnicity, gender or disability can be made to the administration, in addition to an employee's department director;
- d. Employees who file harassment complaints will not be subjected to retaliation by supervisors or co-workers.

C. Reporting Harassment

Rocky Mountain Conference will not tolerate harassment in any form on account of gender, age, race, ethnicity or disability. Employees who believe that they have been harassed by supervisors, co-workers, clients, or non-employees should immediately take the following steps:

- a. Make it clear that such conduct is offensive and should be stopped immediately;
- b. Report the incident to the immediate supervisor or to the Administration. The initial report shall be followed by a written statement describing the incident and identifying potential witnesses; and

Employees who are aware of incidents of potential workplace harassment toward others on account of their gender, age, race, ethnicity or disability are to report such incidents to their department head or the Administration for investigation.

Complaints of harassment on the basis of gender, age, race, ethnicity or disability shall be investigated promptly. The investigation shall be a genuine attempt to identify and remedy the problem. The Administration shall direct the investigation of all harassment complaints to the Harassment Review Committee, which is an ad hoc committee of the Administrative Committee. Adventist Risk Management will also be informed of an incident under investigation for insurance purposes. The investigation should include, at a minimum, confidential interviews with all involved persons and obtaining, whenever possible, written statements regarding the incident(s). The investigation and results shall be documented in writing.

The determination of whether or not a particular action constitutes harassment shall be made from the facts on a case-by-case basis. In determining whether alleged conduct constitutes harassment on the basis of gender, age, race, ethnicity or disability, Rocky Mountain Conference shall look at the record as a whole and the totality of the circumstances, including the nature of the conduct and the context in which it occurred. The Administration shall review the results of the investigation with the complainant and accused employee and explain any corrective action to be taken. Individuals involved should be cautioned to maintain the investigation and results in confidence.

D. Corrective Action

If the investigation indicates that harassment on account of gender, age, race, ethnicity or disability **has not** occurred, the complainant and accused employee should be notified of the results with copies of the determination placed in each employee's file, and cautioned regarding future compliance with Rocky Mountain Conference harassment policy.

If the investigation indicates that harassment **has** occurred, Rocky Mountain Conference shall take prompt corrective action. Depending on the severity of the conduct, the corrective action may range from a written warning, which will be placed in the employee's personnel file, to immediate dismissal.

If preliminary investigation of the complaint reveals sufficient cause for further investigation, either or both the complainant and accused party/ies may be placed on administrative leave with or without pay, until the matter can be fully investigated.

Rocky Mountain Conference prohibits supervisors and co-workers from retaliating, intimidating, or harassing employees who may make a complaint of harassment on the basis of gender, age, race, ethnicity, or disability.

For additional information on Harassment see NAD Policy D 70.

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325 SEXUAL MISCONDUCT

In the event that Harassment involved sexual misconduct, the process as described in NAD Policy D80 *Sexual Misconduct in Church Relationships Involving Denominational Employees and Approved Volunteers —Model Procedures* will be initiated. (See Appendix D for NAD Policy D80)

326 LEAVE OF ABSENCE

Leaves of absence may be granted for study programs or other extenuating circumstances. Requests must be submitted in writing to the supervisor or department head for consideration by Administration.

If a leave of absence is approved by Administration, conditions shall be clearly defined and communicated to the employee **in writing**, before the leave begins. The conditions shall include the length of the leave of absence, financial assistance (if any), and the responsibility (if any) of the Conference to re-employ the individual.

Leave of Absence Without Remuneration - Employees who desire time off without remuneration for personal reasons shall submit a request to their supervisor/department director. If the supervisor or department director approves, the request shall be forwarded to Administration for a decision.

While on an unpaid leave of absence, an employee **does not** receive pay, retirement service credit, and all employer provided benefits cease effective the last day of employment. Medical Care Assistance benefits will be terminated at the beginning of an unpaid leave of absence, unless the absence is part of a pre-approved Family Medical Leave Act request.

The Conference cannot guarantee employees on unpaid leave of absence that their positions or any position will be available upon termination of the leave. An employee who has been on military leave receives seniority benefits as prescribed by law upon immediate return to Conference employment, following the term of service.

327 THE FAMILY MEDICAL LEAVE ACT OF 1993 (FMLA)

The Family Medical Leave Act (FMLA) became effective August 5, 1993 and entitles eligible employees to take up to 12 weeks of unpaid, job-protected leave each year for specified family and medical reasons. An eligible employee's right to FMLA leave begins on August 5, 1993; any leave taken before that date does not count as FMLA leave.

FMLA law contains provisions relating to employer coverage; employee eligibility for the benefits of the law; entitlement to leave, maintenance of health benefits during leave, and job restoration after leave; notice and certification of the need for FMLA leave; and, protections for employees who request or take FMLA leave.

Eligibility - To be eligible for FMLA benefits, an employee must:

1. work for a covered employer;
2. have worked for the employer for at least 12 months;
3. have worked at least 1,250 hours over the previous 12 months; and,
4. work at a location where at least 50 employees are employed by the employer within 75 miles.

Leave Entitlement - A covered employer must grant an eligible employee up to a total of 12 work weeks of unpaid leave during any 12 month period for one or more of the following reasons:

- for the birth or placement of a child for adoption or foster care;

- to care for an immediate family member (spouse, child, or parent) with a serious health condition; or
- to take medical leave when the employee is unable to work because of a serious health condition.

The provisions of this policy shall apply to all family and medical leaves of absence except to the extent that such leaves are covered under other paid employment benefit plans or policies for any part of the twelve weeks of leave to which the employee may be entitled under this policy. **In other words, if an employee has accrued any of the following paid leaves, the employee must use paid leave first, and take the remainder, if any, of the twelve weeks as unpaid leave:**

- Paid Leave
- Extended Sick Leave (may not be used for other than employee medical absence)
- Workers' Compensation
- Disability Leave
- Leave of Absence

Spouses employed by the same employer are jointly entitled to a combined total of 12 work weeks of leave (rather than 12 weeks each) for the same qualifying event; i.e., birth or placement of a child for adoption or foster care, and to care for a child or parent (but not a parent "in law") who has a serious health condition. (See "Serious Health Condition" definition listed below.)

Leave for birth or adoption (including foster care placement) must conclude within 12 months of the birth or placement.

Under some circumstances, employees may take FMLA leave intermittently -- which means taking leave in blocks of time, or by reducing their normal weekly or daily work schedule. Where FMLA leave is for birth or placement for adoption or foster care, use of intermittent leave is subject to the employer's approval. FMLA leave may be taken intermittently whenever it is medically necessary to care for a seriously ill family member, or because the employee is seriously ill and unable to work. **If leave is requested on this basis, the employer may require the employee to transfer temporarily to an alternative, but equivalent in pay and benefits, position which better accommodates recurring periods of absence or a part-time schedule.**

"Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves:

- any period of incapacity or treatment connected with inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility;
- any period of incapacity requiring absence of more than three (3) calendar days from work, school, or other regular daily activities that also involves continuing treatment by (or under the supervision of) a health care provider; or,
- continuing treatment by (or under the supervision of) a health care provider for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three calendar days, and for parental care.

Maintenance of Health Benefits - Employees on FMLA leave are allowed continuing health care benefits whenever such insurance was provided before the leave was taken, and on the same terms as if the employee had continued to work. (Where appropriate, arrangements will need to be made for employees to pay their share of health insurance premiums while on leave. In some instances, the employer may recover premiums it paid to maintain health insurance coverage for an employee who fails to return to work from FMLA leave.)

Job Restoration - Upon return from FMLA leave, an employee must be restored to his/her original job, or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions. In addition, an

employee's use of FMLA leave cannot result in the loss of any employee benefit that the employee earned or was entitled to before using FMLA leave.

Under specified and limited circumstances, the employer may refuse to reinstate certain highly-paid "key" employees after using the FMLA leave. In order to do so, the employer must:

- notify the employee of his/her status as a "key" employee in response to the employee's notice of intent to take FMLA leave;
- notify the employee as soon as the employer decided to deny job restoration and explain the reasons for this decision; and,
- offer the employee a reasonable opportunity to return to work from FMLA leave after giving this notice.

A "key" employee is a salaried "eligible" employee who is among the highest paid ten percent (10%) of employees within 75 miles of the work site.

Notice and Certification - Employees seeking to use FMLA leave are required to provide:

- thirty (30) day advance notice of the need to take FMLA leave when the need is foreseeable; in unusual circumstances 30 days of notification may not be possible; in such cases, as much prior notice as possible must be given;
- medical certification supporting the need for leave due to the employee's own serious health condition or to care for a seriously ill child, spouse, or parent;
- The Conference may require a second medical opinion and periodic Re-certification at its own expense. If the first and second medical opinions differ, RMC, at its own expense, may require the binding opinion of a third health care provider, approved jointly by the Conference and the employee. The employee will need to provide periodic reports during FMLA leave regarding the employee's status and intent to return to work.

When FMLA leave is needed to care for an immediate family member or the employee's own illness, and is for planned medical treatment, the employee must schedule treatment so that it will not unduly disrupt the employer's operation.

If an employee fails to provide 30 days notice for foreseeable leave with no reasonable excuse for the delay, the leave request may be denied until at least 30 days from the date administration receives notice from the employee.

Unlawful Acts - FMLA makes it unlawful for any employer to interfere with, restrain, or deny the exercise of any right provided by this law. It is also unlawful for an employer to discharge or discriminate against any individual for opposing any practice, or because of involvement in any proceed, related to FMLA.

Other Provisions - Special rules apply to employees of educational agencies. Generally, these rules provide for FMLA leave to be taken in blocks of time when the leave is needed near the end of a school term.

Salaried executive, administrative, and professional employees of covered employers who meet the Fair Labor Standards Act (FLSA) criteria for exemption from minimum wage and over-time under Regulations, 29 CFR Part 541, do not lose their FLSA-exempt status by using any unpaid, FMLA leave. This special exception to the "salary basis" requirements for FLSA's exemption extends only to "Eligible" employees' use of leave required by FMLA.

Procedures -

1. A Request for Family and Medical Leave of Absence Form must be obtained from the Administration and completed by the employee. This form must be signed by the supervisor, and returned to the Administration for final approval.
2. All requests for family and medical leaves of absence due to illness will additionally require the completion of the Certification of Physician or Practitioner Form which must also be returned to Administration. The employee should return the form within 15 days of the request for family and medical leave or provide an acceptable explanation for the delay.
3. Administration will inform the employee of its' decision relative to the request for leave.

(See Appendix A for FMLA Forms)

328 PARENTAL LEAVE

Provisions -

1. Hourly Employees. Paid parental leave for hourly employees will be granted on the same basis as extended sick leave in accordance with the sick leave policy, and coordinated as FMLA leave time. Employees are encouraged to return to employment as soon as they are physically able to resume their duties. The beginning date and duration of the parental leave shall be in harmony with the advice of the attending physician. (See FMLA Policies).

Remuneration - Beginning with the first day of parental leave, regular remuneration will be continued, and shall be charged to the extended sick leave bank until the accrued available hours have been exhausted. Accrued time in the paid leave bank may also be used for parental leave. An employee may be remunerated on the foregoing basis whether or not she/he plans to return to work at RMC at the end of the parental leave. (See FMLA Leave Policies)

Adoptive Leave - Employees who adopt a baby, up to three (3) months of age, shall be eligible for up to a four (4) week leave from available accrued paid leave, available accrued extended sick leave, or as leave without pay. (See FMLA Leave Policies)

2. Salaried Employees. Paid parental leave for salaried employees will be granted on the same basis as extended sick leave of up to one week per year of full time denominational service, and coordinated as FMLA leave time. Employees are encouraged to return to employment as soon as they are physically able to resume their duties. The beginning date and duration of the parental leave shall be in harmony with the advice of the attending physician. (See FMLA Policies).

Remuneration - Beginning with the first day of parental leave, regular remuneration will be continued as extended sick leave accumulated based on one week per year of full time denominational service, and coordinated as FMLA leave time. Accrued unused vacation may also be used for parental leave. An employee may be remunerated on the foregoing basis whether or not she/he plans to return to work at RMC at the end of the parental leave. (See FMLA Leave Policies)

Adoptive Leave - Employees who adopt a baby, up to three (3) months of age, shall be eligible for up to a four (4) week leave from accumulated vacation, accumulated extended sick leave, or as leave without pay. (See FMLA Leave Policies)

3. **All Employees.** As a courtesy to the employer and co-workers, prior to the beginning of the parental leave, the employee should submit to the department head and the Administration a letter of intent as to plans for returning to RMC for continued employment following the parental leave.

Health Care Expenses - Assistance is provided on certain health care expenses that are incurred before, during, and after a parental leave. (See Health Care Assistance Plan.)

Post Leave Employment - An employee returning from parental leave will continue in her/his position or will be reassigned to another comparable position.

329 **EMERGENCY LEAVE**

If it is necessary for an employee for any reason to be absent from work even for a portion of a day for an unscheduled absence, the supervisor or department head should be notified as soon as possible of the reason for the absence and anticipated time of return.

Absence from work for personal reasons, other than for those provided by policy, will be deducted from short-term sick/vacation leave, if available; otherwise the time shall be taken without remuneration.

The non-supervisory employee may be considered absent without authorization if a message is left with anyone other than the supervisor or department head. Unauthorized or inadequately reported absences from the office will be recorded in the employee's personnel file for appropriate disciplinary action.

REMUNERATION POLICIES

400 REMUNERATION

Employees are remunerated by applying the employee's wage scale category percentage to the current wage factor as voted by North American Division Executive Committee.

In addition to the salary, employees may, under certain conditions described in the respective policy, receive the following:

1. Auto Insurance Assistance
2. Housing Allowance Assistance
3. Health Care Assistance
4. Scholarship Grants on Behalf of Dependent Children
5. Retirement Benefit

401 AUTOMOBILE COVERAGE (NAD POLICY X 30)

All full-time employees of the Rocky Mountain Conference who are eligible for automobile insurance assistance are **required** to carry the following automobile coverage:

Bodily Injury Liability	\$250,000/\$500,000
Property Damage	\$ 50,000
Medical	\$ 5,000
Comprehension	\$ 100 deductible
Collision	\$ 500 deductible

Proof of coverage must be filed with your request for automobile insurance assistance.

Education personnel who require 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. The Treasury Department will provide to all employees eligible for assistance an annual report form for the claiming of this assistance.

402 CAMP MEETING ALLOWANCES

The Rocky Mountain Conference will pay their employees who are required to be in attendance, 50% of the normal daily per diem, **OR** meals will be provided at **no charge to employee's immediate family eating in the cafeteria.**

403 CATEGORY A FACTOR

Throughout this book there are repeated references to the "Category A" remuneration factor. For information and possible computation see Appendix A.

404 COUNSELING SERVICES FOR EMPLOYEES

Professional counseling is sometimes beneficial for an employee and/or the immediate family. Financial assistance is provided through the Health Care Benefits Program managed for the Conference by Adventist Risk Management.

The conference provides free access to **MINISTRY CARELINE** (1-800) 767-8837, an employee assistance program for church workers. Ministry Careline operates Monday – Friday, 2:00 p.m. to 5:00 p.m. and Monday – Thursday from 8:00 p.m. to 11:00 p.m. (Eastern Time) Pastors, teachers and staff are eligible to participate.

405 HOLIDAY GIFTS (NAD POLICY X 12)

The Rocky Mountain Conference provides an annual holiday gift to each full-time employee. The current Christmas bonus is \$100.00

406 INCREMENTS

Cost of living increases are generally granted on July 1 as voted by the previous North American Division Executive Committee and as budgeted and voted by the Rocky Mountain Conference Executive Committee

407 INTERIM PASTOR POLICY

The following policy is to assist pastors with expenses incurred when asked to serve a district on an interim Basis.

a. Housing Assistance:

The conference will reimburse the pastor for the cost of temporary rental of a house or apartment. This reimbursement is considered taxable income to the pastor. Assistance with the payroll taxes will be granted. (See Section on Tax Assistance Below)

b. Telephone Expense:

The conference will reimburse the pastor for the cost of installation of a phone and the basic monthly charge for the phone line. The pastor will be responsible for all calls made. This assistance is not taxable if the pastor will submit a copy of the phone bill monthly along with his worker's report. (Note: This phone assistance will only be granted if the phone connection is also maintained at the pastor's permanent residence.)

c. Travel Assistance Back To Permanent Residence:

Where a pastor needs to make trips back to their permanent home to maintain the lawn, check on the home, and or visit family members; the conference will reimburse round trip mileage for up to two trips per month. This travel assistance is not taxable income.

d. Assistance With Increased Income and Social Security Taxes:

The conference will grant a "tax assistance" allowance of 25% of the amount of increased reportable income to you as a result of paying rent at your interim assignment. This 25% is designed to cover your increased social security tax expense and to grant a minimal assistance with your increased State and Federal income taxes. This tax assistance is also taxable income to you and will be included in your W-2 earnings at the end of the year.

408 MILEAGE AND PER DIEM RATE (NAD POLICY X 15)

For current rates of mileage and per diem see Salary and Reimbursement Rate Appendix A.

409 MONTHLY EXPENSE REPORTS

Salary and travel reimbursements are paid monthly. It is the responsibility of the worker to mail or turn in the monthly report no later than the 16th of the month. Extra budgetary items listed on reports reaching the office

too late for processing will be included in the following month's settlement. Travel expenses are reported from the 16th of the previous month to the 15th of the current month.

In the event that Treasury has not received a report, the check will be held until the employee submits the necessary report(s).

410 MOTOR HOME REIMBURSEMENT

A Worker wishing to use his/her own motor home for lodging when on official conference approved business will receive up to one and one-half (1-1/2) the single per diem rate. The mileage reimbursement will be the same as for an auto. See Appendix A for current rates.

411 PARSONAGE EXCLUSION AND FEDERAL TAXES

Ministers are permitted by Federal law to exclude from taxable income amounts paid by themselves to provide a parsonage in which to live. The maximum amount of this exclusion is reviewed annually. See Appendix A for current Parsonage Exclusion.

Upon the completion of the hiring process, the Conference Treasurer will provide to each minister an envelope on which he/she is to list by category the totals of the actual amounts spent. The Parsonage Expense Report form is to be returned by December 15th completely filled in and the income reported to IRS will be reduced by the amount the minister has reported, up to the ceiling as voted.

The exclusion will be pro-rated during the year that the minister moves in or out of the Rocky Mountain Conference. In the year that an ordained/licensed commissioned minister is moved to another location, the maximum parsonage allowance may be increased by \$3,000 for that year. The minister must, however, add the parsonage exclusion to his self-employment income to determine the amount of Social Security tax he must pay to IRS.

The following are the items that can be excluded from income under the Parsonage Exclusion Policy:

1. Down payment, closing costs for purchase or refinance of home
2. Rent or mortgage payments
3. Utilities expenses
4. Furniture purchases
5. Insurance
6. Maintenance & repairs
7. Taxes
8. Pest control and lawn care
9. Property Taxes
10. Home Owners/Renter's Insurance

It is a condition of employment for employees to pay their federal and state income taxes in a timely manner.

Ministers may choose to have their estimated taxes deducted from their payroll on a monthly basis by the conference to be deposited with Federal and State Government.

412 PAY DAYS/PAYCHECKS/DIRECT DEPOSIT

Rocky Mountain Conference employees are paid on a once-per-month basis, on the 28th day of the month. Rocky Mountain Conference utilizes Direct Deposit where paychecks are electronically deposited into employee bank account by the 28th. If the 28th falls on a Sunday or holiday, funds will be deposited on the next business day. New employees are asked to complete the direct deposit form, attaching a voided personal check. Employees not receiving a paycheck or receiving an incorrect paycheck should contact the treasury office.

413 PAYROLL ADVANCES

Payroll advances are made only in cases of emergency. If an advance is necessary, the employee must make arrangements with the accountant in the treasury department. Payroll advances will be given only for time already worked, unless there are special or extenuating circumstances specifically authorized by the Treasurer. Advances will be deducted in full from the next paycheck issued to the employee. Employees are discouraged from asking for payroll advances on a monthly basis.

414 PAYROLL DEDUCTIONS

1. Legislated - These deductions are made until the maximum year-to-date amount required by law has been reached. The paycheck stub indicates current and year-to-date legislated deductions and includes (but is not limited to):

Social Security & Medicare Tax (FICA)
Federal Income Tax (FIT)
State Income Tax (SIT)

2. Garnishments - Such deductions are made as required by law when the Conference is served with a garnishment or writ of execution.
3. Voluntary - Approved voluntary deductions can be made by the Conference as a courtesy to the employee. Voluntary deductions are made only at the written request of the employee and include but are not limited to such items as life insurance, share and loan payments to Lincoln Federal Credit Union and Tax Sheltered Annuities (TSA's) and Retirement contributions.

(Please contact treasury for additional information on existing payroll deduction options.)

415 PROFESSIONAL ENRICHMENT POLICY

Pastors and Departmental personnel (directors, associates, directors and assistants, directors and treasurers) will receive \$250 per year. Conference office secretaries will receive \$125 per year. If the funds are not all utilized in one year, they may carry over until such time as the accumulated total reaches a maximum of \$1,000/\$500. These funds may be used for approved trips, seminars, books and computer hardware and software programs. All travel must be approved in advance. Receipts should be presented before funds will be released. If the funds are released without receipts, it will be treated as taxable income to you.

416 SOCIAL SECURITY NOTIFICATION FORM (SSNF)

Every ministerial employee should sign the SSNF. In the event of a transfer to another denominational institution or retirement, your service record cannot be sent unless a properly signed SSNF is included.

The form does not attempt to legislate or coerce a ministerial employee into opting out of or into Social Security. It merely serves to reinforce an understanding of the General Conference Retirement policy.

Retirement medical benefits are paid after Medicare and Medicaid have already contributed, and on the percentage of medical assistance you qualify for, which is based on years of service. (For further information contact the Conference Secretary.)

Individuals choosing to opt out of Social Security should be fundamentally against receiving any government aid of any kind, i.e. student loans, FHA loans, etc. **MINISTERS ARE STRONGLY DISCOURAGED FROM OPTING OUT.**

417 TRAVEL BUDGETS

Pastors are given a monthly flat allowance to cover the expenses of travel within the district or assigned territory at the current mileage rate.

The flat allowance, which is for the expenses of travel within the district or assigned territory, varies depending on the number of churches in a district.

Out-of-field travel is defined as any travel outside of your assigned district. Districts are defined during the orientation of the employee. Reimbursement for out-of-field travel must first receive approval from Administration. The following is reimbursed when out-of-district travel is approved:

- Mileage at the current rate
- Lodging (original itemized receipt required)
- Meals, per diem rate
- Tolls, parking, taxi (original itemized receipt required)
- Airfare (original itemized receipt required)

Automatic out-of-field travel reimbursement is:

- Ministerial Meetings
- Camp Meetings
- Tips
- Other meetings as called by the President, Secretary-Treasurer, Assistant to the President or Executive Committee

See Appendix A for current reimbursement policy.

EMPLOYEE BENEFITS

500 EMPLOYEE BENEFITS

The availability of employment benefits may depend upon the classification of an employee as regular or part-time, hourly or salaried, or auxiliary. Auxiliary Employees are not entitled to employee benefits unless expressly required by law or expressly stated in the policies for Auxiliary Employees appended to this Handbook or by special express arrangement with the congregation that employs them, in which case these benefits shall not be the responsibility of the Conference.

501 TUITION BENEFITS FOR EMPLOYEE CHILDREN (NAD POLICY X 24)

Academy/Other Seventh-day Adventist Colleges

Academy and College students are encouraged to attend an education facility within the conference/Union, however attendance is not limited to Mid-America Union Conference.

For regular full-time employees, RMC provides tuition assistance for academies and colleges of up to seventy percent of the tuition and required fees for dormitory students. (This includes College Students eligible to live in off-campus housing providing they are not living with relatives. This assistance is only provided for those students attending accredited Seventh-day Adventist schools, and who are:

- a. An unmarried dependant of the employee.
- b. Less than 24 years of age, unless the student has given compulsory military service and having been honor-ably discharged, or spent 1 or more years serving as student missionary for the Church. Said student shall have tuition assistance provided as aforementioned on a one for one matching year of tuition subsidy for each year of compulsory military or student missionary service.
- c. Is eligible to be claimed as a dependent on the employee's income tax return.
- d. College Students enrolled in an undergraduate course of study for a maximum of nine semesters or thirteen quarters. An additional two semesters or three quarters may be granted only to complete work necessary to secure teaching credentials, or for valid undergraduate programs that require a fifth year of study for graduation.

Tuition assistance is calculated on the gross charges for required fees and tuition according to the current school bulletin, which is before any applicable discounts. This assistance shall not include charges for private music or aviation lessons. If the employee spouse works for another denominational organization that provides tuition assistance, the tuition assistance paid by RMC will be limited to one-half of the applicable assistance rate.

When both employee and spouse are denominationally employed by separate organizations, and both employers provide tuition assistance, each employing organization shall be responsible for one half of the total educational assistance benefits. Only one (1) tuition assistance shall be provided per student.

Denominational Pre-School/Grade School (8th grade)

For regular full-time employees, RMC provides assistance for thirty-five percent of tuition and required fees for employee's children attending accredited denominational pre or grade schools. Tuition assistance is calculated on the gross charges for required fees and tuition according to the current school bulletin, which is before any applicable discounts. This assistance shall not include charges for private music lessons. If the employee's

spouse works for another denominational organization that provides tuition assistance, the tuition assistance paid by RMC will be limited to one-half of the thirty-five percent assistance rate.

When both employee and spouse are denominationally employed by separate organizations, and both employers provide tuition assistance, each employing organization shall be responsible for one half of the total educational assistance benefits.

Children of Divorced Parents

Assistance for children of divorce and remarriage situations shall be as follows:

- a. Children under the custody of a divorced employee are eligible for assistance if the children are eligible to be claimed as dependents on the employee's tax return.
- b. Children under the custody of the ex-spouse of the employee are eligible for assistance if the children are eligible to be claimed as dependents on the employee's tax return.
- c. Children not under the custody of the employee and not eligible to be claimed as dependents on the employee's tax return are not eligible for assistance.
- d. An exception to paragraph c. above if the employee has assumed full responsibility for the children's educational expenses in a denominational school.

Students Not Eligible For Assistance - An unmarried child not under the custody of the employee and not eligible to be claimed as a dependent on the employee's tax return is not eligible for assistance.

Summer Sessions - Students who attend summer sessions shall be eligible for tuition assistance under the previously described terms and conditions.

Method of Payment - Assistance for academy, college, grade, or pre-school students shall be sent directly to the school.

Attending Schools Outside of NAD - Children independently attending denominationally owned and operated schools located outside of North America may be granted assistance amounting to 70 percent of the actual tuition, provided the amount of the assistance shall not be greater than the amount they would receive if attending Union College.

Adventist Colleges Abroad (ACA) Program - Adventist Colleges Abroad students receive tuition assistance based on the cost of tuition at Union College or the college where they are registered.

Special Studies - Tuition assistance for studies through Home Study International is given after the course has been completed. Tuition assistance is also provided on credits that are earned through the College Level Examination Program (CLEP). The assistance on each is 35 percent whether or not the student is residing in a school dormitory.

Refund of Assistance - If an employee terminates before a school term ends or if an employee's child drops out of school during a school term, a pro-rata portion of the tuition assistance that has been granted for that term shall be returned to Rocky Mountain Conference.

502 ADOPTION EXPENSE ASSISTANCE (NAD POLICY X 25)

Full-time employees may be granted assistance of 75 percent of the medical and legal expense incurred in the adoption of children if the adoption is completed. The maximum expense on which assistance is granted is the equivalent of up to three times the current monthly Category A remuneration factor (determined yearly) and shall be limited to one allowance per child. Please see the Conference Secretary for additional information.

503 VACATION (NAD POLICY D 50)

1. **Hourly Employees:** All regular part-time and full-time employees are eligible for accrual of paid leave, which is recorded in the Vacation Leave bank and summarized on the employee paycheck.

Service for vacation accrual purposes shall include days worked, approved sick time, holidays and vacation days. Service given in other denominational/non-denominational organizations, may be used for the basis for computing vacation entitlement. (Service credit for retirement purposes will be calculated in harmony with NAD retirement policy.)

Vacation is accrued based on number of hours/days worked each pay period (up to a maximum total of 38 hours per week) each pay period. It accrues at the following rates up to the maximum:

<u>Vacation Accrual</u>	<u>Accrual per hour worked</u>	<u>Annual accrual: 38 hours per week</u>	<u>Maximum Accumulation</u>
0 through 7 Years	.03846	76 Hours (2 Weeks)	3 weeks/120 Hours
8 through 15 Years	.05769	114 Hours (3 Weeks)	4.5 weeks/180 Hours
16 Plus Years	.07692	152 Hours (4 Weeks)	6 weeks/240 Hours

Regular part-time employees shall receive vacation time on a pro-rata basis. The rate of vacation time accrual shall be on the basis of years of full-time equivalency.

Employees are granted vacation time for the purpose of enhancing their health and efficiency. Neglecting to take vacations harms both the employee and Rocky Mountain Conference. To support this philosophy, RMC will only allow vacation to be earned and accumulated from year to year up to the maximum amounts listed above.

Employees shall schedule vacation requests with the department supervisor. Vacation used must be reported on the employee time card for payment and processing on the next paycheck.

Vacation time begins to accrue from date of hire for regular part-time and full time employees. However, vacation time may not be taken before it is accrued. Vacation may not be used during the 90-day introductory period. The minimum amount of vacation that may be taken by hourly employees at any one time is 15 minutes.

In order to maintain continuity of service, vacation time should be pre-arranged with the department supervisor. At time of termination, settlement will be made based on the amount of time available in the paid leave bank.

2. **Salaried Employees:** Full time salaried employees, are eligible for vacation according to years of full time denominational service equivalency on the following basis:

	<u>Vacation Time per Year of Full Time Service</u>
During first seven year period	2 Weeks
During next eight Year period	3 Weeks
After fifteen years of service	4 Weeks

Employees are granted vacation time for the purpose of enhancing the health and efficiency of employees. Neglecting to take vacations harms both the employee and the Rocky Mountain Conference. After maximum accumulation is reached in accordance with above tables, accumulation stops and unused vacation time shall be lost.

Salaried employees are asked to submit vacation requests in advance prior to using vacation time.

Vacation begins to accrue from date of hire. However, vacation time may not be taken before it is accrued unless prior approval is obtained. Vacation time may not be used during the 90-day introductory period.

Employees may no longer transfer vacation between organizations. Employees transferring to a new organization will have unused vacation time cashed out at the time that the final pay check is issued.

504 EXTENDED SICK LEAVE

1. **Short-term Sick Leave** may be used for illness up to 3 days in length.
2. **Extended Sick Leave** time for hourly employees accrues at a rate of .019275 per hour for each hour worked up to 38 hours per week, for the maximum accrual of 4 days of extended sick time per year. **Extended sick leave time may be accrued up to a maximum of 1000 hours or 26 weeks.**

Use of Extended Sick Leave

1. **Hourly Employees** beginning with the fourth work day of short-term sick leave for an illness or injury, regular hourly pay shall be continued and charged to the extended sick leave time bank until those accumulated hours have been exhausted, pending presentation of appropriate medical certification from the attending physician. Time off of work which exceeds available accrued extended sick leave shall be charged to the vacation leave plan until that bank is exhausted. Additional time off of work after the vacation is exhausted shall be without pay. See FMLA benefit section for additional information and reporting responsibilities.
2. **All Employees** to qualify for use of this benefit, the employee must:
 1. Be under the care of a physician and submit a physician's certificate stating the nature of the illness, disability or incapacity necessitating the absence; **or**
 2. Be hospitalized under the care of a physician and submit a physician's certificate stating the nature of the illness, disability or incapacity necessitating the absence.

In cases where an employee is hospitalized, available extended sick leave shall begin on the day of admittance to the hospital.

FMLA Coordination - Any leave under this policy must be coordinated to the extent applicable with FMLA and Disability leave policies.

Extended sick leave does not apply to:

- a. Any day during which an employee is entitled to cash benefits for temporary disability under Worker's Compensation. Administration must be notified if any such benefits are received by the employee.
- b. Any period of confinement in a public or private institution as a result of an emotional or psychopathic illness arising from voluntary addictions, such as alcohol and drugs.
- c. Any period when incarceration is the cause of absence from work.

Extended sick leave shall not be convertible to vacation or considered as credit payable at the termination of employment.

Unused extended sick leave time shall be transferred if an employee transfers directly to another denominational employer, but there is no transfer of funds.

Extended sick leave remaining unused at the time of employment separation, when not transferring to another denominational employer, will be amortized at the rate of 20% per year, up to five years. If an employee is re-

employed within five years, the unamortized portion of extended sick leave will be restored to the returning employee.

Part-Time Work After Illness -

- a. An employee who returns to work on a part-time basis after an illness or disability shall do so with the permission of the attending physician involved and must submit a written recommendation from the physician regarding the estimated length of such part-time work.
- b. The actual time worked shall be paid at the regular rate.
- c. The balance shall be paid from the extended sick leave bank as long as accrued extended sick leave time is available. NAD WP D 65

505 HOLIDAYS WITH PAY

Rocky Mountain Conference recognizes the following as paid holidays:

- | | |
|--|---|
| • New Year's Day | • Martin Luther King Jr. Day (3 rd Monday in Jan.) |
| • Presidents' Day (3 rd Monday in Feb.) | • Memorial Day (Last Monday in May) |
| • Independence Day | • Labor Day (1 st Monday in September) |
| • Thanksgiving Day | • Christmas Day |

When a holiday falls on a Sunday, the following Monday is recognized as a holiday. When a holiday falls on a Friday, the Thursday before the holiday is recognized.

Pastors: For Thanksgiving, the holiday is Thursday.

Office Staff: Because of the 4 day work week, Thanksgiving holiday will be observed from noon Wednesday through Friday.

For Christmas, the holiday is one full day Christmas day. When Christmas day falls on Friday, Thursday is recognized as a paid holiday. When a holiday falls on Saturday or Sunday, the following Monday is recognized as a holiday.

Hourly Employees - Hourly employees are eligible for holiday pay for the number of hours they normally would have worked on that day. Exceptions to this policy as a result of work schedules will require approval of the Treasurer.

Employees on FMLA - Holidays which occur while employees are on paid FMLA leave will be paid. Holidays which occur while employees are on unpaid FMLA leave will not be paid.

506 BEREAVEMENT LEAVE

Regular full-time employees of the Rocky Mountain Conference who lose a member of the family in death may be granted a leave with pay of up to three days according to distances and circumstances. Up to five days will be allowed when travel to the funeral requires travel more than 500 miles each way.

Family members include husband, wife, child, father, mother, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparents, and grandchildren.

Request for bereavement leave is made through the department head, who will notify Administration.

Hourly Employees: Time for bereavement leave shall be recorded on the employee time card, and paid as regular hours pending the department head's approval and submission for payment.

Salaried Employees: Shall continue on the aforementioned basis.

507 WORKERS' COMPENSATION

Accidents & Reporting - Rocky Mountain Conference provides Workers Compensation (WC) for all employees. All work related injuries should be immediately reported to the treasury department. WC injury report forms are available from the treasury office. **A written report of the injury should be submitted to the treasury department within 5 days.**

Emergency Care - If you are in need of medical care and treatment of the injury, please notify the doctor/hospital/health care provider that this is a possible workers compensation injury and that all bills should be sent to the WC Insurance provider. Please contact RMC treasury department for billing and additional information.

Time Off - If an employee is off work due to a possible compensable injury or illness, the first three full days (or 28.5 hours for full time hourly employees) may be taken as sick leave. Should the time off be 14 days or longer then the employee will be compensated back to day one by Workers Compensation for this time off. Should the time off be less than 14 days, but more than three days, WC will pay from the fourth to the thirteenth day, but not back to day one, at 66 2/3 percent of gross salary. If no paid leave time is available, the first three days will be without pay.

Non-Emergency Medical Care - Call the Rocky Mountain Conference Treasury Department for information and lists of approved WC physicians.

DO NOT provide your attending emergency room, physician, or hospital with Adventist Risk Management information as the health care provider for billing.

Rocky Mountain Conference provides specific insurance for WC injuries through another carrier, to whom items must be submitted by the conference treasury department for payment processing.

Time off for medical appointments for hourly employees will be charged to paid leave. A letter from the doctor is required stating that the visit was related to the Workers Compensation injury, and must be submitted to the conference treasury department during the same payroll period for authorization. Once the physician's letter is received 66-2/3 percent of the time charged to paid leave will be reimbursed to the paid leave bank **after** Workers Compensation has honored the appointment and issued a reimbursement check to Rocky Mountain Conference.

Workers Compensation (WC) Payment - An employee who is off work more than three full days because of a work related injury or occupational illness can either take that time out of their paid leave (for hourly employees) or as vacation time (for salaried employees) **or** take time without pay pending payment from the adjusting company for the first 14 days. If time has been taken as paid leave/vacation time, the amount of compensation received from the workers compensation claims adjustor must be returned to the conference treasury department and credited back to the employee's available paid leave/vacation. If the employee opts to take time without pay, the employee retains the check as reimbursement for the time missed from work.

However, this process applies only to the first 14 days of a WC absence. From day 15 forward, the employee will receive their remuneration from the workers compensation adjusting company, not from Rocky Mountain Conference funded paid leave/vacation banks. Workers compensation reimburses 66 2/3 percent of time away due to the injury or occupational illness. Time off due to WC illness or injury may be coordinated with the leave provisions under the FMLA. Employees should be aware that workers' compensation regulations state:

"Your employer or his insurance carrier may not be liable for the payment of workers' compensation benefits for any injury which arises out of an employee's participation in any off-duty recreational, social, or athletic activity which is not a part of the employee's work-related duties."

Workers Compensation Injury During Travel

January 1, 2002

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If an employee is physically injured while on a business trip or contracts an occupational disease, and incurs medical expenses, contact the treasury department by phone, or immediately upon return from the trip. **Do not submit bills to Adventist Risk Management for medical benefits claims processing.**

508 EMPLOYEE SURVIVOR'S BENEFIT PLAN (Group Term Life Insurance)

1. Eligibility – An employer-provided life insurance policy shall be provided for full-time denominational employees, the spouse thereof, and for the employee's dependent(s) as defined in the Health Care Assistance Policy.
2. Unmarried Employees – Survivor's assistance benefits provided on behalf of unmarried employees without surviving dependents or named beneficiary shall be paid to the estate of the deceased.
3. Survivor's Assistance Plan Benefit Provisions - The following benefit provisions shall be applied in administering this plan:
 - a. To the surviving spouse, dependent, or designated beneficiary of the deceased, or to the employee whose spouse is deceased:

Employee	\$50,000.00
Spouse	\$50,000.00
 - b. To the employee whose dependent child is deceased:

Stillborn	\$ 750.00
Others	\$ 5,000.00
4. 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 survivor assistance benefit for a period of six months after they go off the payroll. Spouses of such employees, as well as their eligible dependents, are also covered under this plan during the six-month period.
5. One Benefit Per Death - If the spouse or dependents are also serving as employees of the denomination, only one survivor assistance benefit per death will be paid.

To claim the survivors benefit assistance, please contact the treasury department for information and the Survivors Benefit/SAFE Claim form.

509 HEALTH PLAN/HEALTH CARE ASSISTANCE PLAN (NAD POLICY X 22)

Please see separate Health Care Plan booklet for all available coverage.

510 EMPLOYEE DISABILITY INCOME PLAN – LONG TERM DISABILITY (NAD POLICY X 33)

Rocky Mountain Conference provides disability income coverage against loss of income due to prolonged absence from work for all employees who average at least 35 hours per week. Disability income coverage will be available at an equivalent to 66% of pre-disability basic remuneration, integrated with workers compensation and other group and government assistance program benefits related to employment, subject to a minimum monthly benefit of \$300.00. Basic monthly earnings does not include tuition assistance, area travel, or other allowances.

The elimination period before benefits are paid shall be no longer than 180 days (6 months) with no waiting period for eligibility.

The definition of disability shall refer to the employees' own occupation during the first two years of disability, and any occupation after that.

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Employees who become disabled will be granted full service credit for the elimination period of the Employee Disability Income Plan and up to one year immediately following the elimination period while the employee remains eligible for Employee Disability Income Plan benefits.

Employees who become eligible for Employee Disability Income Plan benefits will be eligible for continuation of other employee benefits for which they would otherwise be eligible for as long as they are granted denominational service credit. Extension of eligibility for other employee benefits may be specifically provided for in the related section of NAD Working Policy.

During the elimination period, remuneration shall be continued as follows:

Hourly Employees -

The disabled hourly employee shall receive continued remuneration from Rocky Mountain Conference for the duration of the elimination period before receipt of Employee Disability Income Plan benefits. However, all accrued unused vacation-short term sick leave time shall be used first before any extended time is granted.

Salaried Employees -

a. When a salaried employee becomes disabled, Rocky Mountain Conference shall continue the employees' basic salary for the duration of the elimination period before receipt of Employee Disability Income Plan benefits. However, all unused vacation shall be used first before any extended time is granted.

b. When a salaried employee who has returned from interdivision service because of a health problem, or a salaried employee who permanently returned from interdivision service at age 55 or over, is employed by a North American Division employing organization such as Rocky Mountain Conference, but within three years immediately preceding the beginning of a disability becomes disabled from the same cause as that which resulted in the return from service, the employing organization shall receive reimbursement from the General Conference of Seventh-day Adventists for any remuneration continuance during the elimination period beyond the first three months.

Should you have questions regarding this policy, please contact the Treasury Department at Rocky Mountain Conference for assistance.

511 RETIREMENT PLAN

The North American Division operates a Defined Benefit Plan. This Plan was frozen as of December 31, 1999 and no additional service credit is currently being earned in this retirement plan.

For complete detail and description of benefits of this retirement plan, please refer to the Seventh-day Adventist Retirement Plan of the North American Division booklet which is available from the treasury department or feel free to contact the treasury department for an explanation of benefits for which you might be eligible under this frozen retirement plan.

512 DEFINED CONTRIBUTION PLAN – JANUARY 1, 2000

Age

Employees must be at least 20 years of age and be employed 20 hours per week or more to participate. Employee jobs designated as "student labor" are not eligible for participation.

Plan Basics

As of July 1, 2002, 5% of salary at the category A remuneration factor will be contributed to employee's individual retirement account will be made by the employer. In addition, employer will match 50% of employee contributions up to a maximum of 2.5% of employee earnings (employee contributes 2% — employer 1.25% match). A total of up to 8.75% can be placed into employee retirement accounts if employee takes advantage of the above option. (This is a 5% maximum contribution from the employer, plus employee's 2% contribution) Note: Employees may contribute more than 2% to their retirement accounts, but the maximum match from the employer is 1% of the first 2% contributed.

Investment Options

The retirement account is managed by VALIC working with the NAD Retirement Plan Office. Investments from conservative to high risk are divided into two broad categories of "screened" and "unscreened". "Screened" investments are stocks and mutual funds which have been screened for "sin" stocks such as tobacco and alcohol. It will be left up to each employee to make their personal choices as to how they invest their contributions in mutual funds that have these "sin" stocks included in the portfolio.

Vesting

New employees vest in the DC plan after three years of service. Existing employees who already have three years of service under the old plan will be fully vested in the new retirement plan on January 1, 2000.

See the Retirement Plan booklet for full details on your retirement benefits.

513 RETIRING EMPLOYEE MOVING ALLOWANCE (NAD POLICY X 23 10)

A retiring employee who has at some time during his/her denominational employment been moved at denominational expense, may be granted assistance in the form of reimbursement for actual moving expenses. Retiring employees who move themselves may be granted a cash settlement of 75 percent of the amount estimated by the commercial mover normally used by the Rocky Mountain Conference would charge for moving up to 20,000 pounds of household goods.

The following provisions apply:

1. Over Thirty Years of Service - A retiring employee with thirty or more years of denominational service receives the full benefit for a final move within the North American Division.
2. Under Thirty Years Service - A retiring employee who has served less than thirty years may be paid a proportionately less amount. The amount of the moving expense assistance shall be determined by the Treasurer.
3. Arrangement - This move should normally be made within five years of retirement and is limited to one move only. Requests for an extension of time should be sent to the Treasurer. If approved, the allowance will not be granted until the time of the actual move.
4. Division of Expense - In cases where both spouses are denominationally employed at the time of retirement but by different organizations, the moving assistance to the place of retirement shall be shared equally by the employers if both spouses are vested for retirement benefits. If one spouse is not vested, the moving assistance shall be paid by the employer of the spouse who is vested. NAD WP X 2310
5. Tax Obligation - The retiring employee shall be responsible for the tax obligation of the moving benefit.

514 HOME CONSTRUCTION

Prior to building a home, the worker is requested to counsel with and receive consent from the Conference Administration. When a worker desires to purchase land and construct a home, the actual construction of the home must be done:

- by a building contractor,
- on vacation time,
- unpaid leave of absence

515 HOUSING ASSISTANCE (NAD POLICY X 20)

This policy is currently under revision by the North American Division and we encourage you to check with the treasury department as to housing assistance which you may be eligible for.

516 MOVING ALLOWANCES AND ARRANGEMENTS (NAD POLICY X 23)

Rocky Mountain Conference provides assistance for full-time employees whose call to serve the Conference requires a physical relocation of the employee's household and family within the conference, either by a

professional moving company or by providing assistance at 90% of the cost the conference would pay a professional mover for a self-move. (See Self-Move)

The treasury office will make arrangements for the move, including insurance coverage.

Authorization for moving expense assistance must be obtained from the treasury Department before making your actual move.

- a. The Conference pays for employees for professional moves up to a maximum of 20,000 lbs. for personal household effects. The following items cannot be transported on the moving van: boats, recreational vehicles, firewood, cars, snowmobiles, motorcycles, etc. The van will pick up at current address and deliver to your new address. Rental of storage units is not reimbursed.
- c. Employees traveling during a move are eligible for a per diem allowance on meals for the employee and spouse, and for each accompanying child, according to the current rate schedule. The per diem is available for each day of travel that covers at least 500 miles, plus one day at beginning and end of travel. (Per diem during move is taxable income.)
- d. Moving allowance (Taxable Income) is granted to assist you with the cost of items such as boxes, packaging materials, etc. Employees receive 25% of the category A remuneration and another 25% for spouse. A single parent with dependent children may be granted 50% of the monthly Category A remuneration factor.
- e. Travel by automobile during a move that covers at least 500 miles per day, is reimbursable at the current mileage rate per mile. If the employee has a spouse, mileage on a second automobile may be reported at 100 percent of the normal mileage rate.
- f. Employees who desire to move themselves, rather than have professional transportation move them, will receive assistance from the conference at 90% of what it would have cost the conference to move you by a professional. See SELF-MOVE.
- f. Rocky Mountain Conference covers the cost of moving items that are normally a part of an employee's household effects. Employees are responsible for packing their own dishes, glassware, books, etc. The inclusion of items other than the usual household effects of significant weight and volume, such as cars, boats, firewood, bricks and rock collections, must be specifically authorized prior to the move and an agreement reached as to whether RMC or the employee is going to be responsible for the moving expenses.

517 DUPLICATE HOUSING EXPENSE ASSISTANCE (NAD POLICY X 20 06)

When an employee is moved from one location to another because of the conditions of his/her lease or failure to sell or rent his/her home, he/she is required to pay housing expenses both at the new and former locations, an allowance may be granted to assist with these duplicate expenses.

Step 1 Initial Assistance (one – three months)

1. Make a written request to Treasurer.
2. Submit copy of itemized house or rent payment at old and new location.
3. Submit copy of listing contract as proof that house is listed for sale.
4. Notify the Treasury Department monthly the status of the sale of your home.

Step 2 Unusual Circumstances (four – six months) If after three months the employee has not been able to sell the home at his/her former location, the employee will be asked to provide evidence that the asking price for said home is currently listed at no more than 100 percent of an appraisal. You will be asked to procure an independent appraiser, *(an independent appraiser shall be understood to be a qualified appraiser such as may be contacted through banks and home loan associations. Real estate agents shall specifically be excluded from this group.)* The reasonable cost of such appraisal will be reimbursed by the employing organization. If after 3

months the house has not sold and if you have not already listed the house with a real estate agent who is part of the local Multiple Listing Service (MLS) then this assistance will discontinue.

Step 3

Extreme Circumstances (seven – twelve months) If you have not been able to sell the home after having received an assistance for six months, you will be asked to provide paper work showing that the asking price for the said home is not more than 95 percent of the appraisal value.

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 plus 100 percent of any cost-of-housing assistance for which the employee was eligible at the former location. Fifty percent of any rental income shall be deducted from the allowance.

Utility Expenses - In addition to the monthly allowance provided for in the above paragraph, employees may be reimbursed for the cost of utilities to provide security lighting and minimum heating.

The employee is to take the responsibility in providing the conference with the paper work at each step.

518 SELF-MOVE

Those employees who desire to move themselves, rather than have the conference move them, will receive assistance from the conference at 90% of what it would have cost the conference to move you by a professional moving company. In order to qualify for this, you need to provide to the conference, an official report from the truck scales, having the truck weighed empty and then the truck weighed after you've filled it, so that we will know the exact pounds that are being moved. Also, if you decide to tow a vehicle behind the truck and you are going to load household effects into that towed vehicle, you would need to have the towed vehicle weighed empty and then weighed full, so that we could include those pounds in the total pounds of your move.

For those doing a self-move, you will receive mileage reimbursement for the car you drive. Families will be reimbursed a maximum of two vehicles. If you choose to tow one of the vehicles, you will receive reimbursement in the same amount as if driving the second vehicle. No mileage will be paid for additional vehicles.

You are responsible for all costs related to the self-move. That means the rental of the truck, gas, oil, blankets, packing materials, etc.

Once the conference receives your self-move report with the pounds involved, we will get the quote of what it would have cost to move that same number of pounds from your former location, here to Rocky Mountain Conference.

If you do a self-move, you are advised to make sure that you have adequate insurance coverage to cover all of your personal household effects that are being moved, in the event of an accident or items being damaged as a part of this move.

519 SHORT SALE

In view of the importance of pricing a home correctly before it is placed on the market and due to the critical importance of the first 30 days in the sale of the property, both the employee and the new employer may agree at any time during the selling process that in lieu of spending all duplicate housing allowance provided in NAD Policy X 20 06, the property may be placed for sale at less than one hundred percent (100%) of market value as determined by current appraisal. The cost of the reduction may be shared between the new employer and the employee at an agreed upon ration on an individual basis.

The employer cost is not to exceed the maximum duplicate housing allowance provision. RMC will pay 85% of loss up to maximum of assistance due under NAD Policy X20 06, 4, the employee will be responsible for 15%. The amount of assistance with the loss on sale of home will be reduced by the amount of any duplicate housing assistance employee has received on a monthly basis while waiting for the sale of their home.

520 MOVING EXPENSE AMORTIZATION

If an employee transfers from RMC within the first three years, the calling organization will reimburse the Conference for the unamortized portion of the moving expense and related travel expenses. If termination from RMC occurs within the first four years of employment because of an inter-denominational transfer, RMC will recover a portion of the expenses of the previous move according to the following schedule:

- a. Less than two years of employment: 100% reimbursement
- b. More than two years but less than three years of employment:
50% reimbursement
- c. More than three years but less than four years of employment:
25% reimbursement
- d. More than four years of employment: 0% reimbursement

521 SECOND MOVES

There is no assistance on storage costs or second moves for employees who make temporary housing arrangements while having a residence built or while seeking a place to rent or purchase.

522 PER DIEM AND LODGING FOR NEW ARRIVALS

Whenever a pastor/teacher moves into Rocky Mountain Conference and they cannot move into their house for several days and must live in a motel, that the Conference will use the following guidelines to assist with motel expenses while waiting to get into their home:

- a. Motel Costs: The Conference will grant up to 10 days of assistance for the motel cost at the current rate of per diem for employee and spouse.
- b. Meal Costs: The conference will grant up to 10 days of per diem of assistance at the current Per Diem Rate in affect at the time of their move for the employee and his/her family members who move with them.
- c. When the Conference calls both the husband and wife to be full-time pastors, teachers, or pastor/teacher combination then each full-time employee will receive the above assistance on the basis of a single employee.

523 JURY DUTY

When required by law to serve on a jury, full-time employees will be granted paid leave.

524 VOTING TIME

Voting polls are usually open so that voters are able to vote outside working hours. However, when it is impossible to do this, employees who are registered voters may request from their supervisor the needed time off as vacation or sick time.

525 PAYROLL DEDUCTIONS

Payroll Deductions Available: Employees may enjoy the convenience of several types of payroll deductions listed below:

- Lincoln Federal Credit Union
- Term Life Insurance
- Cancer/Intensive Care
- Charitable contributions (selected)
- Retirement Plan
- Accidental Death
- Prepaid Legal

For additional information on any of these items, please contact the treasury office.

526 SABBATICAL POLICY

Professional ministry has become increasingly demanding and complex. It is possible following seminary training for the constant demands of pastoring to pre-empt the pastor's ability to find the quality time necessary for personal and professional growth. Rapidly the years can fly by with little opportunity to "come apart and rest awhile."

In line with the Rocky Mountain Conference's commitment to the ongoing development of quality pastors, we desire to enable pastors to experience quantitative as well as qualitative time away from the site of their ministry assignment. Therefore, the following Sabbatical policy guidelines are developed to assist those who apply, qualify and are approved. This provision is not meant to be a vacation and should not be confused with vacation time. Rather, it is a time for renewal and spiritual regeneration leading to professional and personal growth.

Definition and Length of Sabbaticals

A Sabbatical is understood as a stated period of time away from the normal post of pastoral duty in order to obtain refreshment and revitalization for the pastor's return to duty.

An annual week of spiritual renewal associated with planning and preparation for the duties of district ministry is encouraged but should not be confused with the Sabbatical.

The focal purpose of the Sabbatical is established in the application process and may include writing, research, foreign language development, travel or other pursuits leading to professional growth not normally possible during the regular routine of pastoral ministry.

The Sabbatical is a continuous eight-week retreat separate from any accrued vacation. Up to four weeks of accrued vacation time may be added to the Sabbatical resulting in a maximum absence from district pastoral responsibilities of three months.

Eligibility

1. The pastor must have completed a minimum of seven years of continuous, full-time service as an ordained minister in the Rocky Mountain Conference and have served in his/her present assignment for at least three years.
2. A Sabbatical cannot be taken for at least three months following the conclusion of an evangelistic series in the district.
3. Two Sabbaticals slots will be offered each quarter of each year. Priority will normally be given to church pastors with the most continuous years of service in the Rocky Mountain Conference.
4. Arrangements for Sabbath worship hour speakers during the Sabbatical are the responsibility of the applying pastor.
5. The pastor shall agree to return to his/her present assignment at the conclusion of the Sabbatical and continue in that position for at least one year except in the case of reassignment to a new district.
6. During the period of the Sabbatical, the pastor shall receive all pay and allowances, all accumulated time for retirement purposes, and credentials shall be maintained.
7. The Conference strongly recommends that this time be used for significant spiritual, emotional and professional enrichment. Should the pastor elect to continue some formal educational training, any additional accumulated allowances may be used.
8. The pastor is expected to keep the Conference advised of his whereabouts and contact information in case of an emergency.

Application Procedure

1. Pastors desiring a Sabbatical should consult with the regional Assistant to the President before formally making his/her proposal. The written proposal should include:
 - The specific details of the Sabbatical program including date and duration
 - How this time might provide renewal and professional growth

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- What subsequent benefits the congregation might receive
 - How this Sabbatical might impact the pastor's family
2. Pastors desiring a Sabbatical shall submit their request in writing to the President who will process it through the conference administrative committee. When a Sabbatical is approved, the Conference Executive Secretary shall notify the pastor.
 3. Within thirty (30) days of completing the Sabbatical, the pastor shall submit a two to three page evaluation paper to the regional Assistant to the President. This paper should define the professional growth and personal benefits experienced during the Sabbatical.

Interim Provisions

1. Following approval by conference administration the regional Assistant to the President will meet with the church board to work out details regarding how pastoral responsibilities will be met during the Sabbatical period.
2. Rocky Mountain Conference provides the Sabbatical experience in recognition of the pastor's need. The pastor shall be relieved of all district pastoral responsibilities during the Sabbatical.

POLICIES FOR OFFICE WORKERS

600 CONFERENCE OFFICE HOURS

Monday – Thursday 8:00 a.m. to 12:00 p.m. and 1:00 p.m. to 5:00 p.m.

Phone Hours 8:00 a.m. to 5:30 p.m. Monday – Thursday)

Closed on Fridays.

Conference Office Worship

Monday 8:00 a.m. to 8:30 a.m.

Tuesday – Thursday 8:00 a.m. to 8:15 a.m.

During these hours, employees will be expected to be at work attending worship, answering the phone and serving those who visit the office. The front doors will open at the close of worship and the phone will be answered.

Work Hours

1. Rocky Mountain Conference has a 38-hour work week. This 38 hours is divided into four 9.5 hour workdays. Thirty-two of those hours are to be worked during the office hour's schedule listed above. The other six hours per week may be worked as flextime. Flextime allows an employee to customize their start time, lunch hour break, and ending time. Employees may not schedule their lunch break to exceed one hour nor make it shorter than 30 minutes.
2. Employees are expected to work with their departmental director in setting their work hours. Once an employee had decided on what will be their regular start and stop times, they should then provide their schedule in writing to the treasurer. Employees are discouraged from making frequent changes in their work schedule.

Break Time

Employees are entitled to a ten-minute break each morning and afternoon. It is not mandatory that you take this ten-minute break, however, you may not skip a break time, and then add the time to your lunch break. If you do not use the break, it is "lost time" and may not be taken at another time.

601 KEYS

Conference keys are issued ONLY through the Association to conference employees who need a key in order to maintain normal work schedules or engage in authorized activities. At the time of termination or cessation of employment, employees are responsible to return any keys assigned to them to the association office. All file cabinet keys are to be returned to the treasury department. No termination benefits or final payroll check will be cleared for release until all keys issued, are returned.

602 TIME SHEETS

Hourly employees are required to fill out a daily Time Sheet of hours worked. Time Sheets may be picked up in the treasury department once the appropriate hiring process has been completed. Each employee time sheet will be clearly labeled showing the employee name, the pay period ending date, and department.

To record use of accrued available leave time, holidays with pay, weather related leave time, etc., the time sheet should indicate the number of hours being used, and what type of leave is being used. If the employee is requesting use of extended sick leave, the request must be accompanied by a copy of a physician's

recommendation letter, as well as a copy of said letter to be submitted to the administration office, prior to the end of the payroll period.

Time sheets are to be available for review by, and at the discretion of, the departmental supervisor. Please check with the department supervisor for specific directions.

At the end of the pay period, the employee must submit the time sheet to the department supervisor for authorization and submission to the accounting office for processing. Deadline for submission of time sheets by the department head to accounting services is the 16th of the month.

All employee time sheets are the express property of Rocky Mountain Conference, and are to be considered legal documents. Fraudulent use or falsification of time cards or time card information may subject the employee to immediate termination.

603 OVERTIME PAY

Hourly employees may work overtime only with explicit prior authorization by the department supervisor. Overtime pay is based on hours **worked** in excess of forty (40) hours per week in accordance with the requirements of state and federal law. Overtime is paid according to the following:

Overtime is paid for hours worked in excess of forty (40) hours in a work week. Employees are compensated at 1-1/2 times their regular rate of pay for hours **worked** in excess of forty (40) in any work week. Should the week include hours paid to the employee as a benefit provided by the employer such as vacation, sick, or holiday pay, etc., overtime would only be paid on those hours in excess of 40 that the employee actually worked during the week.

For example: If an employee had an 8.5 hour holiday, plus 35.0 hours worked during the same work week, the employee would receive **no overtime** for the week since the employee did not actually work more than 40.0 hours.

604 TIME OFF

Requests for time off from work must be approved by the department head, in advance. This includes, but is not limited to: paid-leave time, Family Medical Leave (FMLA), bereavement leave, etc. Please see the appropriate section for specific leave guidelines.

605 SNOW POLICY (Inclement Weather)

In the event that a severe snow storm occurs overnight employees will be encouraged to check their voice mail before leaving for the office to see if the office will have a delayed start or closed. In the event that the weather is so bad that the safety of the employees is endangered, the office will declare a "snow day" and employees may leave the office early to go home. Employees will be notified by voice mail and announcements over the PA system of the time that the office is officially closing for the day.

Once a snow day has been declared, employees are free to leave work at the announced time. Hourly paid employees will be allowed to report the remaining hours as "snow pay" so that they will not lose any earnings as a result of the bad weather. This "snow pay" will not count against the unused vacation pay of the employee, but will be treated just like regular time worked, except that it will not be counted toward determining overtime hours worked. "Snow pay" is only awarded to employees who were present in the office at the time that the decision was made to close the office.

If you are already off of work for vacation/sick time or unpaid leave during a weather-related closing or delay, you are not eligible to be paid for weather-related time off of work.

606 CARE OF CHILDREN

Child care facilities are not provided at RMC. Employees are to refrain from bringing their children into work areas. An employee's failure to provide reliable child care on a routine basis, may be considered sufficient cause for an employee's dismissal. Child care emergencies should be arranged with the immediate supervisor.

Should a minor child be visiting on the Conference grounds, offices, or lobbies, etc., they are to be adequately supervised at all times. Children behaving in a disruptive, destructive, rowdy, or unruly manner will be required to leave the premises.

607 SELF- SUPERVISION

Since Rocky Mountain Conference officers and department heads are frequently called upon to be out of the office for the performance of their duties, many employees whose functions are primarily in the office, or who perform tasks away from direct supervision, work much of the time without close supervision. Employees are expected to conscientiously observe the appropriate office hours and apply themselves diligently to their work. They should refrain from visiting with fellow employees or visitors for extended periods, and from spending time in other non-productive activities such as surfing the net, computer games, etc.

Employees shall not do personal work such as writing checks to pay bills, prepare personal correspondence, perform secondary work commitments, address personal Christmas cards, or do personal shopping or pick-ups while at work. Supervisors are expressly prohibited from requesting an employee to perform personal services, such as those listed previously, or any other personal task while the employee is on the job.

608 CONFIDENTIAL INFORMATION

Frequently within the Conference, personal and organizational disclosures are made which are strictly confidential. Employees are expected to handle this information in a professional manner.

1. Examine records pertaining to friends or acquaintances only as necessary for work related assignments.
2. Disseminate information only to such persons or organizations, inside or outside of the organization, as are authorized by the appropriate authority.
3. Properly dispose of confidential records, including computer printouts.

Professional handling of confidential information is explicitly a term and condition of every person's employment by Rocky Mountain Conference. An employee's failure to act in a professional manner with regard to confidential records or information shall be considered sufficient cause for discipline or termination.

609 TRANSFERS WITHIN ROCKY MOUNTAIN CONFERENCE

Requests for an internal transfer may be initiated by an employee, department head, or administrator. Employees desiring a transfer are expected to remain in the department of hire for at least one year before requesting a transfer. If employees wish to transfer from one department to another position, they should discuss the situation with the current departmental supervisor and provide adequate notice. However, if an employee feels that their position could be jeopardized by notifying the current department supervisor, they may contact the Office Manager directly to request and facilitate a transfer.

610 TELEPHONE USE

Telephone usage is a major conference expense. Employees are urged to plan their business calls, make calls station-to-station rather than person-to-person in most cases, and limit the length of conversations.

International or overseas phone calls should be kept to a minimum and be limited to situations where FAX communication is inadequate.

Personal telephone calls should be kept to a minimum and of limited time duration; calls should be made during an employee's lunch hour or break time. *Personal long distance calls shall not be made from any conference phone and charged to the conference.* Employees shall not publish the toll-free number to acquaintances or relatives. The conference telephone numbers should not be given in connection with secondary jobs or non-related office activities.

611 TELEPHONE COURTESY

Care and courtesy in using the telephone not only creates a good impression for the conference, but also makes the contact more pleasant for those who are calling. In using the telephone:

1. Answer promptly and pleasantly.
2. Identify your office and your name.
3. Give accurate and careful answers.
4. Display a helpful attitude.
5. Maintain a pleasant tone of voice at all times.
6. Take careful notes (include spelling of names) and pass on information to persons concerned.
7. Transfer calls tactfully; wait for connection before completing transfer. Give the individual the number to whom you are connecting them in case they need to call back, including area code, and complete phone number.
8. Hang up gently.
9. Be sure to arrange for: a) telephone coverage, or b) call forwarding, or c) accurate voice-mail coverage, when away from office or work station.
10. Ensure that your audio message is regularly updated and briefly shares helpful information to the caller.

612 PERSONAL PROPERTY

Rocky Mountain Conference assumes no responsibility for loss or damage to personal autos and/or property when brought to work unless authorized by Administration and specifically endorsed to the conference's property insurance policy.

613 EQUIPMENT

Employees are responsible for the proper use and care of the equipment used in the performance of their work assignments. Any loss or damage to equipment is to be reported to the employee's supervisor immediately.

Conference equipment and supplies are to be kept in their designated places and shall not be removed from the conference premises nor should ownership be transferred to other offices or departments without proper authorization from the administration. This includes, but is not limited to personal computers, typewriters, grounds or lawn equipment, office supplies, etc.

614 COMPUTER/INFORMATION SYSTEMS POLICY

A. Confidential Information - Frequently within the organization, personal and organizational disclosures are made which are strictly confidential. Employees are expected to handle this information professionally.

RMC reserves the right to control, evaluate and monitor all employee computer and electronic telecommunications, work output and data input, except as may be prohibited by Federal or State Laws.

B. Information and Data Security -

1. To help prevent unauthorized access to computer information, please follow these precautions:
 - a. Keep passwords confidential.
 - b. Log off your terminal before leaving it.
 - c. Lock terminal areas that are unattended.
 - d. Use only the computer accounts for which you are authorized.
 - e. Use the computer only for official business.

Appropriate disciplinary action will be taken for intentional misuse of confidential information.

2. Each user is responsible for the safety and security of data and equipment by observing the following:
 - a. Keep diskettes in a confined area when not in use.
 - b. Not leaving data on screen or diskettes in machine when away from work station.
 - c. Make frequent back-ups of all data.
 - d. Do not attempt to circumvent computer security and report attempts to do this to the supervisor.
3. Software -
 - a. It is the policy of Rocky Mountain Conference to conform to all copyright laws relating to computer software. The use of unlicensed or pirated software is prohibited on Conference owned computers.
 - b. The loss or damage to software manuals and templates is the responsibility of the user's department and any replacement cost will be charged to the department concerned. Contact the Office Manager for replacement of damaged or lost software.
4. Moving of Computers - Computing equipment will not be moved from its designated location without approval of the Administration.

C. Guidelines for Personal Use of Information Systems Services -

1. Requests for Personal Use - Personal use of computing resources is generally not permissible. Use of computing resources for commercial purposes is absolutely prohibited. Personal use of computer resources is defined as use of services or equipment for other than Conference purposes. Personal use would occur only during the employee's own time, and requires approval as provided below.
2. Procedure - Requests for personal use of computer resources will be directed to the Office Manager. The request will generally be looked on with favor only if it represents work that is somehow job related, improves the operating situation for the employee, or in some manner benefits the Conference. The request for use of computing resources must be accompanied by an endorsement and positive recommendation by the department head.
3. Understanding - If the request for personal use of computing resources is approved, it will be clearly understood that:
 - a. The work must be accomplished in accordance with any special instruction given by the Office Manager.
 - b. Employees shall use their own supplies, such as floppy diskettes, paper, and ribbons.
 - c. Employees may not use Conference equipment during scheduled work hours.
 - d. Rocky Mountain Conference assumes no liability for loss or loss of use of the employee's personal property, papers, electronic data, etc., due to theft, damage, natural causes, malicious or negligent acts, as a result of fellow employees performing their duties, or for any other reason.
 - e. Rocky Mountain Conference will hold the individual employees responsible for any loss or damage to equipment, loss of value of electronic data, or legal action against RMC sustained as the result of:

- (1) The employee's malicious or negligent actions.

- (2) The employee acting to infringe upon any copyright or to violate any licensing agreement made by the organization with any other party. Such actions shall include, but are not limited to, unauthorized use or reproduction of any program, document, or data, which is owned or used by Rocky Mountain Conference or protected by any copyright.

D. Authorized Use of Computer Equipment -

1. Consent - RMC employees are prohibited from using computing equipment (personal computers, printers, desktop publishers, word processors, image scanners, etc.) without the consent of the employee to whom the equipment has been assigned.
2. Software - The use, however infrequent, of unauthorized software on RMC equipment is prohibited. Prohibited use constitutes misuse of RMC resources and is subject to disciplinary action. Authorized software is defined as software purchased, licensed, endorsed, installed, and compatible with existing Conference resources. To apply for software authorization, please contact the Office Manager.
3. Liability - Rocky Mountain Conference assumes no liability and will hold the offending employee(s) responsible for the consequences of any prohibited use of computer equipment or of any unauthorized use of software in the same manner as other requests for RMC equipment resulting in any loss, cost, expense, legal action or liability including, but not limited to, any claim of or liability for any infringement upon or any violation of any patent, copyright, trade secret or any other proprietary right of any third party.

E. Guidelines for RMC Use of Employee's Personal Computing Equipment -

1. Definition - Rocky Mountain Conference use of employee's personal computing equipment shall be defined as the employee working at RMC using his/her own computing equipment.
2. Criteria - Access to RMC computing equipment through personally owned equipment may be allowed if:
 - a. The use is approved and supervised by the Office Manager.
 - b. Computer Services can establish adequate security procedures.
 - c. Adequate computer ports are available (where applicable).
3. No Financial Consideration - No financial consideration shall be made for the use of personal equipment at work or at home.

Any Conference employee who intentionally accesses or causes to be accessed RMC computer systems to devise or execute any scheme to falsely alter, add, delete, damage or destroy data contained therein may be subject to criminal prosecution and/or immediate dismissal from RMC employment.

This policy shall be enforced by a task force chaired by the Conference Administration.

For purposes of this policy, "access" means to instruct, program, communicate with, store data in, or retrieve data from the computer system or operate the systems.

615 POLITICAL AND CIVIC ACTIVITIES

Rocky Mountain Conference encourages active interest in civic affairs on the local, state, and national levels. However, political activities within the conference in connection with such affairs are prohibited. Any

expression of interest in political or civic activities by the employee must not commit the Rocky Mountain Conference in any way.

616 ANIMALS IN CONFERENCE FACILITIES

Employees are not permitted to bring animals or pets of any kind into the conference office whenever the office is open for business or meetings. An exception is provided for certified service dogs.

617 FAREWELL/RETIREMENT/OR TRANSFER GIFTS

Employees who transfer to another denominational organization, resign, or retire may be granted a farewell gift, calculated as a percentage of the monthly Category A wage factor, rounded off to the nearest \$5.00, according to the following schedule of service:

<u>Remuneration Percentage</u>	<u>Amount/Year of Service</u>	<u>Maximum Gift %</u>
150% and above	6.0% per year of service	24%
145% to 149%	4.5% per year of service	18%
Below 145%	3.0% per year of service	12%

The amount for regular part-time employees will be prorated based on the number of hours worked during the 12 months prior to the last day of employment.

For employees who are retiring from the conference, all amounts are based on cumulative service from any denominational organization. For employees who are transferring or terminating, the amount will be based on service earned only at Rocky Mountain Conference.

The amount granted is based on the employee's remuneration category at the time of transfer or retirement.

Employees who receive a termination settlement are excluded from this provision.

This gift shall be considered taxable income, and included on the employee W-2.

618 RESIGNATION OF EMPLOYMENT

Voluntary - If an employee for any reason, finds it necessary to discontinue employment, the employee shall submit in writing a notification of intention at least two weeks prior to the planned date of departure. This notice will state the date of separation, give reason for the resignation, and should be addressed to the immediate supervisor with a copy to the administration.

The employee is expected to make arrangements with the treasury office to surrender all keys, burglar alarm ID cards, health care ID cards, and any conference-owned equipment they have been granted permission to remove from the conference office for work at home, etc.

The employee's final remuneration check will be taken off of direct deposit and the employee shall provide to the treasury department a forwarding address for the final paycheck and year-end W2 mailings.

Involuntary Resignation - See Discipline Procedures/Termination of Employment

APPENDIX A

FINANCIAL FACTS

Christmas Bonus: (Taxable income)

- \$100.00 per year

Housing Allowance: (Taxable income) See Conference Treasurer

Life Insurance:	\$50,000	Employee
	\$50,000	Spouse
	\$ 5,000	Child
	\$ 750	Stillborn

Mileage: (Taxable income)

- \$0.29 per mile

Mobile Home: (Taxable income)

- 1 ½ per diem per day (\$43.50)

Moving Allowance: (Taxable Income)

- Through June 30, 2002 \$560.00 Employee, \$560.00 Spouse
- July 1, 2002 \$578.00 Employee, \$578.00 Spouse

Parsonage Exclusion 2002: \$42,000

Per Diem: (Taxable Income) \$29.00 per day Single
\$43.00 per day Couple
\$12.00 per day Child, Accompanied
\$14.00 per day Child, Unaccompanied

Per Diem Campmeeting: (Taxable Income)

- Employee \$14.50 per day
- Spouse \$ 7.25 per day
- Child \$ 5.25 per day - each

Per Diem Travel: (Taxable Income)

Day trip away from home 1 meal - Report ½ day per diem (\$14.50)
Day trip 2 or more meals away from home – Report 1 day per diem (\$29.00)
The above is taxable income to you because no overnight stay was involved.

Pastors/Directors/Administrators

Professional Enrichment: \$250.00 per year up to a maximum of \$1,000.00
(Taxable Income)

Support Staff

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\$150.00 per year up to a maximum of \$500.00

Rent Assistance: (Taxable Income) See Conference Treasurer

Travel Budget - District Effective July 1, 2000 (Taxable Income)

District Size	7/1/00 Policy	Adjusted Budget if 50+ Miles
Single Church District	\$ 400.00	\$ -
Two Church District	\$430.00	\$460.00
Three Church District	\$460.00	\$490.00
Four Church District	\$490.00	\$520.00
Five Church District	\$520.00	\$550.00
Additional if 50 Miles or More	\$ 30.00	
Office Administrative Staff	\$290.00	

Policy would be a basic \$400 for the first church and \$30 per additional church. An additional \$30 added to the district budget if any one or more churches is located 50 miles or more from the pastor's home or next closest church.

In the event that a pastor does not chose to live in a city or town which has one of the churches assigned to his/her district, then the 50 miles or more will be determined based upon the mileage to the next closest church in the district.

**Tuition Assistance (Taxable Income) 70% Academy/College Dorm or Apartment
35% Elementary**

Wage Factor, Category "A" 2001 \$2240

World Wide Travel Assistance Services, Inc. Free

APPENDIX B

Pastoral Assessment Process

General Instructions and Guidelines

There shall be an annual assessment of all pastors. The timing may vary throughout the year depending on the anniversary date of the pastor at his/her current church assignment. (Note: In cases where a pastor may be leaving a district and it has been almost one year since their last assessment, it is suggested that there be an exit assessment conducted before the pastor leaves. In cases where a pastor has moved to a new district, the assessment will not take place until the calendar year after the pastor has moved.)

Thirty days prior to the assessment date, administration will invite the pastor to select his/her assessment option from the options listed below:

Pastor's Regional ATP*

Pastor's Regional ATP* & 1 Pastor

Pastor's Regional ATP* & either Head Elder or Chair of Church Board

*Chair of the assessment process.

Another ATP or the Secretary of the Conference may be substituted in place of the pastor's regional ATP if there are some major issues between the regional ATP and the pastor. There must be approval from the President before one of these substituted options will be considered.

If the pastor makes no selection of an assessment option, then the default will be his/her regional ATP.

The pastor who has selected the option of having a fellow pastor from the Rocky Mountain Conference as part of his/her assessment team may choose from pastors living within their region who have at least 10 or more years of pastoral experience.

Also, at this time administration shall provide the pastor with copies of the Member Survey-Input for Pastor's Assessment packet (Member Survey instrument, addressed & stamped envelope, Assessment & Professional Growth Goals document, and sample letter for pastor), and the Pastor's Self-Assessment Parts A & B. Administration will also provide the ATP or assessment team, as selected by the pastor, with Part C of the Pastoral Assessment instrument and the Guidelines for Administering the Pastoral Assessment document.

The Member Survey instrument is to be distributed to the church three weeks prior to the assessment by the pastor. Those receiving a copy of the assessment instrument shall include all members of the Church Board and Board of Elders of each church in the pastor's district. (Note: The conference will pay the return postage on all assessment instruments if the ATP is not present to collect them at the time of the Board Meeting(s).)

Prior to the assessment interview, the pastor and the ATP or assessment team shall prepare their respective Pastor's Self Assessment instruments Parts A, B or C.

The ATP or assessment team shall meet with the pastor and review the following:

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- Results of the Member Survey
- Review the pastor's responses to the Pastor's Self Assessment Part B
- The ATP's responses to the Pastor's Self Assessment Part C

At the conclusion of the meeting, the pastor and the ATP shall prepare the Pastoral Assessment Summary Report, sign the report and distribute copies to the following:

- Original to the President's Office
- Copy to the Pastor
- Copy to the ATP

If, after the assessment interview has been concluded, the pastor desires to add additional information to the assessment summary report, he /she may write a letter to the president within 30 days and provide copies to the ATP.

In addition, the pastor may appeal to the President if he/she feels that their mentoring and assessment process has not been objective or fair. This appeal must be made in writing to the President within 30 days of the signing of the Pastoral Assessment Summary Report.

The supporting documents (Pastor's Self Assessment Part B & C, Members Survey Part A) will be retained by the ATP until after the next year's assessment, at which time they will be shredded.

In the event that a pastor moves from one region of the conference to another, the copy of the Pastoral Assessment Summary Report will be retained by their former ATP, unless the pastor consents in writing to have this report forwarded to their new ATP. (Note: the advantage to consenting to this transfer of Summary Report to the new ATP is that the pastoral mentoring process continues without interruption.)

In the event that a pastor moves out of the conference, then the ATP will shred all copies of the assessment documents (Pastor's Self Assessment Part B & C, Members Survey Part A, and the Pastoral Assessment Summary Reports) which the ATP may have in their files. The original Pastoral Assessment Summary Report which is on file in the President's office shall remain a part of the employee's permanent personnel file at RMC and will not be forwarded to the new calling conference.

Guidelines for Administering the Pastoral Assessment

The following guidelines are meant to help those who are involved in assessing pastors:

1. The pastor and the ATP are reminded that this process is designed to be a mentoring and professional growth experience that points to the future, not a time when the faults of the pastor are dwelt upon.
2. The ATP shall prepare his/her copies of the Pastor's Assessment Part C prior to the scheduled meeting with the pastor. The ATP shall share a copy of this Part C with the pastor during the interview.
3. The ATP should affirm the pastor by sharing a number of compliments with him/her.
4. The ATP shall review the Member Survey results prior to meeting with the pastor, and select only the one or two most frequently mentioned areas for needed improvement to discuss in more detail with the pastor. Don't focus on all the negatives. While it is true that the pastor will receive a copy of all Member Survey Part B, your role is to help the pastor focus on the most needed areas of improvement.
5. The ATP shall review with the pastor last year's goals and achievements and discuss how these have been met.
6. The ATP shall review with the pastor his/her goals for the next year. Note: It is not good to develop a long list of goals for each year, but to focus on a select few that are achievable and will not discourage the pastor.
7. In the event that issues of a serious legal or boundary-crossing nature should be discovered during the assessment process, the ATP must document this in writing and immediately notify the President and Secretary of the conference so that appropriate legal counsel can be obtained by administration per NAD policy.
8. The assessment process is not primarily to create undue documentation. Both the pastor and ATP will receive a copy of the Member Survey Part B forms for their files. The president will not be privy to these supporting documents.
9. At the assessment interview the Pastor and the ATP shall together complete a Pastoral Assessment Summary Report.
10. Both the pastor and the ATP shall sign the Pastoral Assessment Summary Report. (Note: Signing means that the pastor acknowledges the content of the report.) In the event there is a disagreement, notations should be made directly on the summary report and initialed by both pastor and ATP. The original copy of this Summary Report is to be filed with the President of the conference, with the pastor and the ATP retaining a copy for their files.

11. If, after the assessment interview has been concluded, the pastor desires to add additional information to the assessment summary report, he/she may write a letter to the president within 30 days and provide copies to the ATP.
12. The pastor may appeal to the President if he/she feels that their mentoring and assessment process has not been objective or fair. This appeal must be made in writing to the President within 30 days of the signing of the Pastoral Assessment Summary Report.
13. The ATP shall maintain confidentiality at all times and not share with the President information placed on the Pastor's Self-Assessment Parts B & C nor disclose any discussions that may occur concerning Part A. The only information to be shared with the President is the Pastoral Assessment Summary Report.
14. The ATP is encouraged to open and close the assessment meeting with prayer.

Sample Letter for Pastor

Dear _____ (Church Board Member, Elder, Leader, etc.)

From time to time it is important for me to pause and reflect on how well I am doing my job. The accompanying form is my invitation to you to help me in that process. I would appreciate your candid response to the survey.

My goal is to enhance my ministry to our church. Feedback from you will provide important insights that could help me direct my energy more effectively.

To ensure confidentiality and your personal comfort level in answering the questions of this survey, please place your response in the attached self-addressed envelope and mail or hand to the ATP at the church board meeting on _____. The ATP will actually give only Part B of the survey to me.

The ATP will NOT give me a copy of Part A and will not identify the source of the comments you have made on Part A. The ATP will summarize the responses to Part A of the survey and discuss them with me.

Thank you very much for helping me look at myself and improving my ministry to you.

In His Service,

JANUARY 1, 2002

APPENDIX B

Pastoral Assessment & Professional Growth Goals

The Rocky Mountain Conference desires to assist our pastors in their professional growth and ministry to their churches. The assessment process has the following goals to assist your pastor in his/her professional growth and to serve the needs of your church:

1. Help the pastor gain insight into his/her own areas of strength and challenges.
2. Help the pastor gain insight into congregation's assessment of his/her ministry.
3. Affirm the pastor in his/her ministry.
4. Provide mentoring and support in ministry.
5. Provide assistance in goal setting if needed.
6. Accountability – measuring progress in achieving goals.

Your pastor has been called to a position that embraces many aspects: shepherd, mentor, equipper, servant-leader. Each facet is demanding at least, overwhelming at most, but vital and possible because of God's power.

God has given your pastor his/her own special spiritual gift mix - a mixture that is dedicated to the glory of God and to the service of others. This assessment process is to help reaffirm your pastor's gifts, and help your pastor identify under-developed areas of his/her ministry, while viewing your pastor's ministry in the environment in which he/she works.

God has, indeed, called each of us to grow not only in our own personal relationship with Him, but in our work on His behalf. The information and perspective you give will provide your pastor valuable insight that will enhance his/her ministry.

Attached is a questionnaire designed to assist your pastor in professional growth and service to your church. Please take the time to prayerfully and honestly answer the questions and then place the questionnaire in the mail using the addressed envelope provided. As you answer each of the questions, we encourage you to keep in mind Ephesians 4:29 "Do not let any unwholesome talk come out of your mouths, but only what is helpful for building others up according to their needs, that it may benefit those who listen."

All responses to Part A will be summarized along with the responses of others and the summary will be shared with your pastor. All responses to Part B will be given to your pastor so that he/she may know how you have responded and of your desire to assist in his/her ministry. While you are not required to sign the survey, your signature on Part B will help your pastor take advantage of your offer to help.

Member Survey – Input for Pastor's Assessment

Pastor _____

Date _____

Church _____

PART A — Your Responses to Part A will be summarized along with the responses of others, and the summary will be shared with your pastor. If you have a serious question or concern with your pastor's professional conduct, ethics or a moral issue, you should send a signed letter directly to the conference President.

1. What are your pastor's **strengths**?

2. In what area(s) can your pastor **improve**?

3. In what way(s) does your pastor help your **church** reach its **goals**?

4. What is your perception of your **pastor's goals** for your church?

5. **Other comments** (things you would like the ATP to share with your pastor):

Signature (optional but preferred) _____

Pastor _____ Church _____

Part B — Will be given to your pastor so that he/she may know how you have responded to the following questions and of your desire to assist in your pastor's ministry.

1. What **compliment(s)** would you like to share with your pastor?

2. How are you **willing to help** your pastor?

3. **Other comments** (things I would like to say to my pastor):

Signature (optional but preferred) _____

While you are not required to sign the survey, your signature will help your pastor take advantage of your offer to help.

Pastoral Self-Assessment – Part A

As a pastor, you have been called to a leadership position in God's church ... a position that embraces many aspects: shepherd, mentor, equipper, servant-leader. Each facet is demanding at least, overwhelming at most, but vital and possible because of God's power.

God has given you your own special, spiritual *gift mix*. As a pastor, you do many things well. This assessment guide and process is to help affirm your gifts, and to help you identify the underdeveloped areas of your ministry, while viewing your ministry in the environment in which you work. God has, indeed, called each of us to grow not only in our own personal relationship with Him, but in our work on His behalf. May this be a valuable tool to help accomplish that calling.

This self-assessment guide is primarily for your personal benefit. It is to help you identify and evaluate your "strengths" and areas of needed "stretches." While **Part A is not a part of your assessment interview**, you may choose to share your responses with the assessor during your assessment meeting. You will provide a copy of Part B for the assessor's file at the time of the assessment meeting.

The pastoral tasks reviewed in this questionnaire cover most of the areas of your ministry. **Following each statement, assign a number between 1 and 5 with "1" indicating "very weak" and "5" indicating "outstanding." An "x" can be used to indicate "not in my present job description."** Please thoughtfully and prayerfully assign the number that reflects where you honestly feel you are now.

Pastor's Self-Assessment Guide – Part A

A. Spiritual life ... "Grow in the grace and knowledge of our Lord and Savior Jesus Christ Set an example for the believers in speech, in life, in love, in faith and in purity." (2 Peter 3:18 and 1 Tim 4:12)

1. Quality time devoted daily to God in personal bible study and prayer. _____
2. Effectiveness of the time devoted to God in Bible study and prayer. _____
3. Incorporation of E.G.White's writings in spiritual growth. _____
4. Incorporation of other study materials for spiritual growth. _____
5. Growth in personal friendship with Christ over the last 12 months. _____
6. Enthusiasm about ministry. _____
7. Comments: _____

B. Spiritual gifts ... "When he ascended on high, He ... gave gifts.... There are different kinds of gifts, but the same Spirit. There are different kinds of service, but the same Lord. There are different kinds of working, but the same God works all of them in all men." (Eph 4:8 and 1Cor 12:4-5)

1. Progress in expressing your gifts over the last 12 months. _____
2. Openness toward new gifts that might be granted by the Spirit. _____
3. Sensitivity to daily direction by the Spirit in the use of your gifts. _____
4. Comments: _____

C. Discipleship ... "Go and make disciples of all nations, baptizing them in the name of the Father and of the Son and of the Holy Spirit, and teaching them to obey everything I have commanded you." (Matt 28:19-20)

1. Willingness to practice the discipleship of Christ in your own life. _____
2. Effectiveness in leading church members toward holy living. _____
3. Attention to training members in personal prayer and prayer ministry. _____
4. Effectiveness in training church members for Christian witness. _____
5. Comments: _____

D. Preaching and teaching ... "Preach the Word, be prepared in season and out of season; correct, rebuke, and encourage – with great patience and careful instruction." (2 Tim 4:2)

1. Effectiveness in biblical preaching. _____
2. Effectiveness in uplifting Christ in every sermon and program. _____
3. Willingness to teach distinctive SDA truths and all the counsel of scripture. _____
4. Effectiveness in sermon planning, while staying open to the Spirit. _____
5. Planning general sermon content, in timely fashion, so as to coordinate with church supporting ministries. _____
6. Willingness to appeal to members for commitment to Christ. _____
7. Seeking to preach to members' needs. _____
8. Employ a variety of sermon types. _____
9. Effectively uses illustrations. _____
10. Selection of topics to cover the broad scope of the Bible. _____
11. Comments: _____

E. Nurturing ... "Warn those who are idle, encourage the timid, help the weak, be patient with everyone Be joyful always; pray continually; give thanks in all circumstances Do not put out the Spirit's fire; do not treat prophecies with contempt. Test everything. Hold on to the good. Avoid every kind of evil." (1 Thess 5:14-22)

1. Visit the members regularly. _____
2. Demonstrate care for shut-ins, singles, elderly and the poor. _____
3. Provide timely response in crisis and sick calls. _____
4. Available to congregation. _____
5. Provide mentoring to newly baptized. _____
6. Know the names of members. _____
7. Communicate love to all. _____
8. Have an intentional plan for reclaiming inactive members. _____
9. Incorporate members and their gifts into personal ministry. _____
10. Show responsiveness to members, welcoming their gifts into personal ministry. _____
11. Give attention to children's, youth, young adult and family ministries. _____
12. Demonstrate warmth and friendliness. _____
13. Comments: _____

F. Public ministry ... "Keep your head in all situations, endure hardship, do the work of an evangelist, discharge all the duties of your ministry." (2 Tim 4:5)

1. Prayerfulness surrounding outreach plans and efforts. _____
2. Implementation of public awareness activities. _____
3. Implementation of public entry events. _____
4. Implementation of frequent evangelistic events. _____
5. Visit evangelistic interests. _____
6. Ensure that worship service is evangelistic. _____
7. Make decision appeals often. _____
8. Incorporate members and their gifts into public ministry. _____
9. Effectiveness of Bible studies and/or Bible study training programs. _____
10. Effective use of interest list. _____
11. Level of community involvement and attention to community needs during times of crises. _____
12. Comments: _____

G. Stewardship ... "From everyone who has been given much, much will be demanded, and from the one who has been entrusted with much, much will be asked." (Luke 12:48)

1. Willingness to consecrate personal time, talent, possessions to God. _____
2. Effectiveness in educating and leading members in stewardship (time, talent, possessions) _____
3. Financial stability and progress in your church(es). _____
4. How effective is your personal financial planning and stewardship? _____
5. My tithing is a reflection of my love relationship with God. _____
6. Comments: _____

H. Administration and organization ... "Be shepherds of God's flock that is under your care, serving as overseers – not because you must, but because you are willing, as God wants you to be; not greedy for money, but eager to serve, not lording it over those entrusted to you, but being examples to the flocks." (1 Peter 5:203)

1. Overall effectiveness of responsibilities. _____
2. Ability to motivate members. _____
3. Delegating responsibilities. _____
4. Openness to advice and member ideas. _____
5. Working well with church officers (degree to which you are a team player). _____
6. Implement member leadership training classes. _____
7. Communicate personal schedule effectively to church leaders. _____
8. Communicate church program well (newsletters, bulletins, etc.). _____
9. Effectiveness of congregational strategy and visioning. _____
10. Effectiveness of board, elder and other administrative groups. _____
11. Level of your personal reliability, promptness and follow-through. _____
12. Leadership and support for church school (if applicable). _____
13. Ensure well-planned church budget. _____
14. Support for maintenance and improvement of physical plant. _____
15. Ability to be flexible. _____
16. Comfort level with conference administration. _____
17. Comments: _____

I. Professional habits ... "Do your best to present yourself to God as one approved, a workman who does not need to be ashamed and who correctly handles the word of truth." (2 Tim 2:15)

1. Work ethics.
2. Protecting confidentiality.
3. Integrity in personal interaction – respect, purity, and honesty.
4. Appropriateness of dress and grooming.
5. Management of time.
6. Support for church organization.
7. Commitment to personal continuing education, formal and/or informal.
8. Development and utilization of a personal professional network.
9. Comments:

J. Personal habits ... "I pray that you may enjoy good health and that all may go well with you, even as your soul is getting along well." (3John2)

1. Regular practice of an effective physical fitness regimen.
2. Personal diligence in overall health – diet, sleep, recreation.
3. Do you take a minimum of one day per week away from pastoral work?
4. Taking genuine vacation time as provided by policy.
5. Spending quality time with spouse, children or friends.
6. Emotional health of family.
7. Spiritual health of family.
8. Family support of your ministry.
9. Pursuing personal growth and interest.
10. Comments:

K. Overall effectiveness ... "You (church members) show that you are a letter from Christ, the result of our ministry, written not with ink but with the Spirit of the living god, not on tablets of stone but on tablets of human hearts." (2 Cor 3:3)

1. Overall effectiveness in ministry for the last 12 months.
2. Effectiveness in reaching goals established at last evaluation.
3. Feeling of personal reward and satisfaction in your work.
4. Comments:

Pastoral Self-Assessment - Part B

The following questions and their answers are for discussion with your ATP.

1. What spiritual gifts have you received from God for ministry?
2. What adjective(s) would best describe your leadership style?
3. On a scale of 1 to 5 rate the effectiveness of your leadership style. ("1" is very weak, "5" is outstanding)

4. A. In your duties, what has worked well during the last 12 months, and why?

B. What has not worked well, and why?
5. In what ways have you mentored, developed, disciplined or equipped local leadership in your church(es)?
6. Name up to 3 projects or areas of your ministry over the last 12 months in which you feel God has particularly blessed.
 - a.
 - b.
 - c.
7. What were the goals for your church(es) that you were working toward last year?

8. What circumstances have positively or negatively affected your accomplishment of these goals?
9. What do you see as your church's greatest assets to effective ministry?
10. What do you see as your church's greatest obstacles to effective ministry?
11. List 2-5 specific goals for your church(es) during the next 12 months.
 - a.
 - b.
 - c.
 - d.
 - e.
12. Review "A" through "K" of the Pastor's Self-Assessment Guide Part A, and then list 2-5 specific items in your life and ministry for specific development over the next 12 months.
 - a.
 - b.
 - c.
 - d.
 - e.
13. How can the conference help you achieve items listed in 11 and 12 above?

Pastoral Assessment – Part C

The following questions and their answers are to be prepared by the ATP prior to the assessment visit with the pastor.

1. The following compliments and strengths were most frequently mentioned in the Members Survey.
 - a.
 - b.
 - c.
 - d.
 - e.

2. The following compliments and strengths are from the ATP's personal observation of your ministry during the past year.
 - a.
 - b.
 - c.
 - d.
 - e.

3. Review last year's personal and professional goals of the pastor and how they were achieved.
 - a.
 - b.
 - c.
 - d.
 - e.

4. Review last year's goals for the pastor's church(es) and how they were achieved.
 - a.
 - b.
 - c.
 - d.
 - e.
5. Review member's perceptions of pastor's goals for the church.
 - a.
 - b.
 - c.
 - d.
 - e.
6. The following two suggestions for your improvements were the most significant mentioned in the Members Survey Part A.
 - a.
 - b.
7. The following two suggestions for improvement are from the ATP's personal observation of your ministry during the past year.
 - a.
 - b.

Pastoral Assessment Summary Report

This summary report is to be completed by the pastor and the ATP at the conclusion of the confidential interview. If needed, use additional paper to complete this report. Both parties are to sign and date the report. Copies of this report are to be retained by the pastor and the ATP. The original copy of this report will be kept in the President's office.

1. Areas of **strength**:

2. Achievement of previous **goals**:

3. Pastor's **goals for the church(es)** during the next 12 months:

4. Areas for **improvement**:

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5. Agreed upon goals for pastor's personal **professional growth** during the next 12 months:

6. Resources or **support requested** from the conference:

7. **Pastor's comments:**

Pastor's Signature

Date

ATP's Signature

Date

JANUARY 1, 2002

APPENDIX B



APPENDIX C

Divorce and Re-Marriage



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Marriage, Divorce, and Remarriage

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Biblical Teachings on Marriage

The Origin of Marriage—Marriage is a divine institution established by God Himself before the fall when everything, including marriage, was "very good." (Gen. 1:31). "Therefore shall a man leave his father and his mother, and shall cleave unto his wife: and they shall be one flesh" (Gen. 2:24). "God celebrated the first marriage. Thus the institution has for its originator the Creator of the universe. 'Marriage is honourable'; it was one of the first gifts of God to man, and it is one of the two institutions that, after the fall, Adam brought with him beyond the gates of Paradise."—*The Adventist Home*, pp. 25, 26.

The Oneness of Marriage—God intended the marriage of Adam and Eve to be the pattern for all future marriages, and Christ endorsed this original concept saying: "Have ye not read that he which made them at the beginning made them male and female, and said, For this cause shall a man leave father and mother, and shall cleave to his wife: and they twain shall be one flesh? Wherefore they are no more twain, but one flesh. What therefore God hath joined together, let not man put asunder" (Matt. 19:4-6).

The Permanence of Marriage—Marriage is a lifelong commitment of husband and wife to each other and between the couple and God (Mark 10:2-9; Rom. 7:2). Paul indicates that the commitment which Christ has for the church is a model of the relationship between husband and wife (Eph. 5:31, 32). God intended the marriage relationship to be as permanent as Christ's relationship with the church.

Sexual Intimacy in Marriage—Sexual intimacy within marriage is a sacred gift from God to the human family. It is an integral part of marriage, reserved for marriage only (Gen. 2:24; Prov. 5:5-20). Such intimacy, designed to be shared exclusively between husband and wife,

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promotes ever-increasing closeness, happiness, and security, and provides for the perpetuation of the human race. In addition to being monogamous, marriage, as instituted by God, is a heterosexual relationship (Matt. 19:4, 5).

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Partnership in Marriage—Unity in marriage is achieved by mutual respect and love. No one is superior (Eph. 5:21-28). "Marriage, a union for life, is a symbol of the union between Christ and His church. The spirit that Christ manifests toward the church is the spirit that husband and wife are to manifest toward each other."—*Testimonies*, vol. 7, p. 46. God's Word condemns violence in personal relationships (Gen. 6:11, 13; Ps. 11:5; Isa. 58:4, 5; Rom. 13:10; Gal. 5:19-21). It is the spirit of Christ to love and accept, to seek to affirm and build others up, rather than to abuse or demean them (Rom. 12:10; 14:19; Eph. 4:26; 5:28, 29; Col. 3:8-14; 1 Thess. 5:11). There is no room among Christ's followers for tyrannical control and the abuse of power (Matt. 20:25-28; Eph. 6:4). Violence in the setting of marriage and family is abhorrent (See *Adventist Home*, p. 343).

"Neither husband nor wife is to make a plea for rulership. The Lord has laid down the principle that is to guide in this matter. The husband is to cherish his wife as Christ cherishes the church. And the wife is to respect and love her husband. Both are to cultivate the spirit of kindness, being determined never to grieve or injure the other."—*Testimonies*, vol. 7, p. 47.

The Effects of the Fall on Marriage—The entrance of sin adversely affected marriage. When Adam and Eve sinned, they lost the oneness which they had known with God and with one another (Gen. 3:6-24). Their relationship became marked with guilt, shame, blame, and pain. Wherever sin reigns, its sad effects on marriage include alienation, desertion, unfaithfulness, neglect, abuse, violence, separation, divorce, domination of one partner by the other, and sexual perversion. Marriages involving more than one spouse are also an expression of the effects of sin on the institution of marriage. Such marriages, although practiced in Old Testament times, are not in harmony with the divine design. God's plan for marriage requires His people to transcend the mores of popular culture which are in conflict with the biblical view.

Restoration and Healing—1. *Divine Ideal to be Restored in Christ* — In redeeming the world from sin and its consequences, God also seeks to restore marriage to its original ideal. This is envisioned for the lives of those who have been born again into the kingdom of Christ, those whose hearts are being sanctified by the Holy Spirit and who have as their primary purpose in life the exaltation of the Lord Jesus Christ. (See also 1 Peter 3:7; *Thoughts From the Mount of Blessing*, p. 64.)

2. *Oneness and Equality to be Restored in Christ*—The gospel emphasizes the love and submission of husband and wife to one another (1 Cor. 7:3, 4; Eph. 5:21). The model for the husband's leadership is the

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self-sacrificial love and service that Christ gives to the church (Eph. 5:24, 25). Both Peter and Paul speak about the need for respect in the marriage relationship (1 Peter 3:7; Eph. 5:22, 23).

3. *Grace Available for All*—God seeks to restore to wholeness and reconcile to Himself all who have failed to attain the divine standard (2 Cor. 5:19). This includes those who have experienced broken marriage relationships.

4. *The Role of the Church*—Moses in the Old Testament and Paul in the New Testament dealt with the problems caused by broken marriages (Deut. 24:1-5; 1 Cor. 7:11). Both, while upholding and affirming the ideal, worked constructively and redemptively with those who had fallen short of the divine standard. Similarly, the church today is called to uphold and affirm God's ideal for marriage and, at the same time, to be a reconciling, forgiving, healing community, showing understanding and compassion when brokenness occurs.

Biblical Teachings on Divorce

God's Original Purpose—Divorce is contrary to God's original purpose in creating marriage (Matt. 19:3-8; Mark 10:2-9), but the Bible is not silent about it. Because divorce occurred as part of the fallen human experience, biblical legislation was given to limit the damage it caused (Deut. 24:1-4). The Bible consistently seeks to elevate marriage and to discourage divorce by describing the joys of married love and faithfulness (Prov. 5:18-20; Song of Sol. 2:16; 4:9-5:1), by referring to the marriage-like relationship of God with His people (Isa. 54:5; Jer. 3:1), by focusing on the possibilities of forgiveness and marital renewal (Hosea 3:1-3), and by indicating God's abhorrence of divorce and the misery it causes (Mal. 2:15, 16). Jesus restored the creation view of marriage as a lifelong commitment between a man and a woman and between the couple and God (Matt. 19:4-6; Mark 10:6-9). Much biblical instruction affirms marriage and seeks to correct problems which tend to weaken or destroy the foundation of marriage (Eph. 5:21-33; Heb. 13:4; 1 Peter 3:7).

Marriages can be Destroyed—Marriage rests on principles of love, loyalty, exclusiveness, trust, and support upheld by both partners in obedience to God (Gen. 2:24; Matt. 19:6; 1 Cor. 13; Eph. 5:21-29; 1 Thess. 4:1-7). When these principles are violated, the marriage is endangered. Scripture acknowledges that tragic circumstances can destroy marriage.

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Divine Grace—Divine grace is the only remedy for the brokenness of divorce. When marriage fails, former partners should be encouraged to examine their experience and to seek God's will for their lives. God provides comfort to those who have been wounded. God also accepts the repentance of individuals who commit the most destructive sins, even those that carry with them irreparable consequences (2 Sam. 11; 12; Ps. 34:18; 86:5; Joel 2:12, 13; John 8:2-11; 1 John 1:9).

Grounds for Divorce—Scripture recognizes adultery and/or fornication (Matt. 5:32) as well as abandonment by an unbelieving partner (1 Cor. 7:10-15) as grounds for divorce.

Biblical Teachings on Remarriage

There is no direct teaching in Scripture regarding remarriage after divorce. However, there is a strong implication in Jesus' words in Matthew 19:9 that would allow the remarriage of one who has remained faithful, but whose spouse has been unfaithful to the marriage vow.

The Church's Position on Divorce and Remarriage

Acknowledging the teachings of the Bible on marriage, the church is aware that marriage relationships are less than ideal in many cases. The problem of divorce and remarriage can be seen in its true light only as it is viewed from Heaven's viewpoint and against the background of the Garden of Eden. Central to God's holy plan for our world was the creation of beings made in His image who would multiply and replenish the earth and live together in purity, harmony, and happiness. He brought forth Eve from the side of Adam and gave her to Adam as his wife. Thus was marriage instituted—God the author of the institution, God the officiator at the first marriage. After the Lord had revealed to Adam that Eve was verily bone of his bone and flesh of his flesh, there could never arise a doubt in his mind that they twain were one flesh. Nor could ever a doubt arise in the mind of either of the holy pair that God intended that their home should endure forever.

The church adheres to this view of marriage and home without reservation, believing that any lowering of this high view is to that extent a lowering of the heavenly ideal. The belief that marriage is a divine institution rests upon the Holy Scriptures. Accordingly, all thinking and reasoning in the perplexing field of divorce and remarriage must constantly be harmonized with that holy ideal revealed in Eden.

The church believes in the law of God; it also believes in the forgiving

mercy of God. It believes that victory and salvation can as surely be found by those who have transgressed in the matter of divorce and remarriage as by those who have failed in any other of God's holy standards. Nothing presented here is intended to minimize the

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mercy of God or the forgiveness of God. In the fear of the Lord, the church here sets forth the principles and practices that should apply in this matter of marriage, divorce, and remarriage.

Though marriage was first performed by God alone, it is recognized that people now live under civil governments on this earth; therefore, marriage has both a divine and a civil aspect. The divine aspect is governed by the laws of God, the civil by the laws of the state.

In harmony with these teachings, the following statements set forth the position of the Seventh-day Adventist Church:

1. When Jesus said, "Let not man put asunder," He established a rule of conduct for the church under the dispensation of grace which must transcend all civil enactments which would go beyond His interpretation of the divine law governing the marriage relation. Here He gives a rule to His followers who should adhere to it whether or not the state or prevailing custom allows larger liberty. "In the Sermon on the Mount Jesus declared plainly that there could be no dissolution of the marriage tie, except for unfaithfulness to the marriage vow."—*Thoughts From the Mount of Blessing*, p. 63. (Matt. 5:32; 19:9.)

2. Unfaithfulness to the marriage vow has generally been seen to mean adultery and/or fornication. However, the New Testament word for fornication includes certain other sexual irregularities. (1 Cor. 6:9; 1 Tim. 1:9, 10; Rom. 1:24-27.) Therefore, sexual perversions, including incest, child sexual abuse, and homosexual practices, are also recognized as a misuse of sexual powers and a violation of the divine intention in marriage. As such they are just cause for separation or divorce.

Even though the Scriptures allow divorce for the reasons mentioned above, as well as for abandonment by an unbelieving spouse (1 Cor. 7:10-15), earnest endeavors should be made by the church and those concerned to effect a reconciliation, urging the spouses to manifest toward each other a Christ-like spirit of forgiveness and restoration. The church is urged to relate lovingly and redemptively toward the couple in order to assist in the reconciliation process.

3. In the event that reconciliation is not effected, the spouse who has remained faithful to the spouse who violated the marriage vow has the biblical right to secure a divorce and also to remarry.

4. A spouse who has violated the marriage vow (See sections 1. and 2.

above) shall be subject to discipline by the local church. (See Chapter 14, *Church Discipline*, pp. 182-190.) If genuinely repentant, the spouse may be

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placed under censure for a stated period of time rather than removed from church membership. A spouse who gives no evidence of full and sincere repentance shall be removed from church membership. In case the violation has brought public reproach on the cause of God, the church, in order to maintain its high standards and good name, may remove the individual from church membership even though there is evidence of repentance.

Any of these forms of discipline shall be applied by the local church in a manner that would seek to attain the two objectives of church discipline—to correct and redeem. In the gospel of Christ, the redemptive side of discipline is always tied to an authentic transformation of the sinner into a new creature in Jesus Christ.

5. A spouse who has violated the marriage vow and who is divorced does not have the moral right to marry another while the spouse who has been faithful to the marriage vow still lives and remains unmarried and chaste. The person who does so shall be removed from church membership. The person whom he/she marries, if a member, shall also be removed from church membership.

6. It is recognized that sometimes marriage relations deteriorate to the point where it is better for a husband and wife to separate. "To the married I give charge, not I but the Lord, that the wife should not separate from her husband (but if she does, let her remain single or else be reconciled to her husband)—and that the husband should not divorce his wife" (1 Cor. 7:10, 11, RSV). In many such cases the custody of the children, the adjustment of property rights, or even personal protection may make necessary a change in marital status. In such cases it may be permissible to secure what is known in some countries as a legal separation. However, in some civil jurisdictions such a separation can be secured only by divorce.

A separation or divorce which results from factors such as physical violence or in which "unfaithfulness to the marriage vow" (See sections 1. and 2. above) is not involved, does not give either one the scriptural right to remarry, unless in the meantime the other party has remarried, committed adultery or fornication, or died. Should a member who has been thus divorced remarry without these biblical grounds, he/she shall be removed from church membership; and the one whom he/she marries, if a member, shall also be removed from church membership. (See pp. 184, 185.)

7. A spouse who has violated the marriage vow and has been divorced

and removed from church membership and who has remarried, or a person who has been divorced on other than the grounds set forth in sections 1. and 2. above and has remarried, and who has been removed from church membership, shall be considered ineligible for membership except as hereinafter provided.

8. The marriage contract is not only sacred but also infinitely more

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complex than ordinary contracts in its possible involvements; for example, with children. Hence, in a request for readmittance to church membership, the options available to the repentant may be severely limited. Before final action is taken by the local church, the request for readmittance shall be brought by the church through the pastor or district leader to the conference/mission/field committee for counsel and recommendation as to any possible steps that the repentant one, or ones, may take to secure such readmittance.

9. Readmittance to membership of those who have been removed from church membership for reasons given in the foregoing sections shall normally be on the basis of rebaptism. (See p. 189.)

10. When a person who has been removed from membership is readmitted to church membership, as provided in section 8., every care should be exercised to safeguard the unity and harmony of the church by not giving such a person responsibility as a leader; especially in an office which requires the rite of ordination, unless by very careful counsel with the conference/mission/field administration.

11. No Seventh-day Adventist minister has the right to officiate at the remarriage of any person who, under the stipulation of the preceding paragraphs, has no scriptural right to remarry.

Local Church Ministry for Families

The church as a redemptive agency of Christ is to minister to its members in all of their needs and to nurture every one so that all may grow into a mature Christian experience. This is particularly true when members face lifelong decisions such as marriage and distressful experiences such as divorce. When a couple's marriage is in danger of breaking down, every effort should be made by the partners and those in the church or family who minister to them to bring about their reconciliation in harmony with divine principles for restoring wounded relationships (Hosea 3:1-3; 1 Cor. 7:10, 11; 13:4-7; Gal. 6:1).

Resources are available through the local church or other church organizations which can be of assistance to members in the development of a strong Christian home. These resources include: (1) programs of orientation for couples engaged to be married (2) programs of

instruction for married couples with their families, and (3) programs of support for broken families and divorced individuals.

Pastoral support is vital in the area of instruction and orientation in the case of marriage, and healing and restoration in the case of divorce. The pastoral function in the latter case is both disciplinary and supportive. That function includes the sharing of information relevant to the case; however, the disclosure of sensitive information should be done with great discretion.

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This ethical concern alone should not be the grounds for avoiding disciplinary actions established in sections 1. to 11. above.

Church members are called to forgive and accept those who have failed as God has forgiven them (Isa. 54:5-8; Matt. 6:14, 15; Eph. 4:32). The Bible urges patience, compassion, and forgiveness in the Christian care of those who have erred (Matt. 18:10-20; Gal. 6:1, 2). During the time when individuals are under discipline, either by censure or by being removed from membership, the church, as an instrument of God's mission, shall make every effort to maintain caring and spiritually nurturing contact with them.

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APPENDIX D

Sexual Misconduct

D 80 Sexual Misconduct in Church Relationships Involving Denominational Employees and Approved Volunteers—Model Procedures

D 80 05 Introduction—1. *Appearances of Wrongdoing* — Denominational employees and volunteers shall exemplify a Christlike life and avoid all appearances of wrongdoing. They must not engage in behavior that is harmful to themselves or others. Denominational employees and volunteers 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 and volunteers 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 denominational employees and volunteers. The Church seeks to respond to situations where the fitness of a person for service to the Church is called into question due to accusations

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“All service and positions” used in this statement refer to positions other than those requiring ordination to the ministry. (see policy C 50 paragraph 1.)

of sexual misconduct. The Church also seeks to advance the healing and integrity of all persons influenced by the ministry of the Church.

D 80 10 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, 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 Limitation*—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. Where a conflict exists, the provisions of the personnel policy, contract, or the *Seventh-day Adventist Church Manual* shall prevail.

D 80 15 Definitions—1. *Accuser*—Any person, regardless of church membership, alleging sexual misconduct by a denominational employee or volunteer. 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 or volunteer who is alleged to have committed sexual misconduct while in the course and scope of his/her employment or volunteer status.

3. *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.

4. *Denominational Employee*—Any individual who is employed by the Church.

5. *Designated Officer*—The person at the local conference, union conference, 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.

6. *Discipline Committee*—The group responsible for the discipline of church employees or volunteers.

7. *Incompetent Person*—A person, who because of health, age, or mental capacity, is legally unable to consent.

8. *Perpetrator*—An accused who is determined by the Sexual Ethics Committee (SEC) to have committed sexual misconduct.

9. *Sexual Ethics Pool (SEP)*—A group comprised of qualified appointees, from which Sexual Ethics Committees are selected as needed. (See Selection of Sexual Ethics Pool).

10. *Sexual Ethics Committee (SEC)*—The five member committee that is appointed from the Sexual Ethics Pool (SEP) by the designated officer to consider a complaint.

11. *Sexual Ethics Committee Chair (SEC Chair)*—A member of the Sexual Ethics Committee, appointed by the designated officer to assume administrative responsibilities for the Sexual Ethics Committee as necessary.

12. *Sexual Harassment*—Any unwelcome 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 unwelcome physical contact which is gender specific or 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

a. Creates an intimidating, hostile, and/or offensive environment.

13. *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.

14. *Victim*—An accuser becomes a victim when the accused is determined by the Sexual Ethics Committee (SEC) to have committed sexual misconduct.

15. *Volunteer*—Any individual whose labor or service is requested by and donated to the Church, and is under the Church's direction or supervision. The existence of a monetary stipend for reimbursement of expenses does not negate volunteer status.

D 80 20 Guiding Principles and Concepts Underlying the Development of This Policy—1. *Serious Treatment of Accusations*—All accusations of sexual misconduct shall be taken seriously and carefully investigated by the Sexual Ethics Committee (SEC). 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. *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 SEC.

3. *Protection of All Involved*—The confidentiality of those involved, including the accuser and the accuser's family, the accused and the accused's family, shall be respected.

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4. *Discipline*—A denominational employee or volunteer 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.

5. *Expenses*—The expenses incurred to implement this policy should usually be borne by the church or by agreement with one of its entities or organizations. The goal of this policy is the protection of the members and the work of the church, therefore, a primary beneficiary of these procedures is the church and its members.

6. *Unbiased Considerations*—To protect the integrity of the proceedings outlined in this policy, the designated officer and the members of the 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.

D 80 25 Selection of Sexual Ethics Pool (SEP)—1. 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 the Church.

2. *Members Qualifications*—Members selected to serve on the SEP shall:

- a. Be members of the Church in good 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*—Each member of the SEP shall sign a confidentiality agreement to ensure that the member understands the duty, extent, and nature of confidentiality. Confidentiality of the SEP is of utmost importance.

D 80 30 Preliminary Process—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 following process by immediately:

- a. Notifying the designated officer of the report or knowledge;
- and
- b. Timely reporting all allegations or knowledge of sexual misconduct to:
 - 1) Local authorities as necessary to comply with applicable abuse reporting statutes; and
 - 2) Adventist Risk Management, Inc. and applicable liability insurance carriers.

2. *Meeting With Accuser*—When notified, the designated officer shall immediately convene a meeting with the accuser to:

- a. Hear the allegations.

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b. Request the accuser to file a written complaint which shall include the name of the accused, details including the date(s), place(s), nature of the offense(s), and verification by the accuser.

The complaint shall be verified as follows:

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

Dated this _____ of _____, 19____,

At

(City)

(State or province)

(Signature of accuser)

(Signature of designated officer)

c. Request permission from the accuser to use the written complaint and his/her name in discussion with the accused.

d. Request the accuser to appear before the SEC; and

e. Explain to the accuser the process to be followed in response to the complaint and provide a copy of this policy.

f. Report the initiation of these proceedings:

1) For an accused employee, to the accused's employing entity or organization and the local conference, union conference, or the North American Division of which it is a part; or

2) For a volunteer, to the accused's appointing organization and the church board of the congregation of which the volunteer is a member.

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 has occurred.

3. *Meeting With the Accused*—As soon as practicable, the designated officer shall convene a meeting with the accused to:

a. Present the accused with 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 officer any additional verbal response the accused may wish to have considered. The written answer shall be verified as follows:

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

Dated this _____ of _____, 19____,

At

(City)

(State or province)

(Signature of accused)

(Signature of designated officer)

4. *Meeting With the Accused*—After meeting with the accused, the designated officer shall immediately begin the process of selecting the five-member SEC.

5. *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 SEC has issued its findings. Other prudent courses of action must also be considered.

6. *Investigative Process Omitted*—Should the designated officer, in consultation with the selected 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 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 officer, who shall then initiate the investigative process.

D 80 35 Investigative Process—The Sexual Ethics Committee, meeting as a group only, shall fully investigate the allegations through information and documentation from the accuser, the accused, and other appropriate sources. The SEC shall 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 at its own discretion the manner and form in which such evidence is received. Because these proceedings are administrative in nature, the SEC 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 of the accuser and the response of the accused, the SEC shall 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 SEC shall hear and consider the allegations and receive any such additional evidence necessary to support or defeat the verified written complaint. Written statements provided by either party should have notarized signatures, as provided for in the written complaint and denial.

b. Members of the SEC may ask questions as necessary. The SEC may, upon a determination of good cause, prohibit cross-examination of parties or witnesses. If cross-examination is not allowed, the SEC shall accept written questions from the accused or accuser, and the SEC shall question the party(ies) or witness(es) protected from cross-examination.

2. *Attendance at Meeting of SEC*—The 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 SEC, qualified therapists of the accuser and/or the accused, or legal counsel of the accuser or the accused, may attend the SEC meetings. Any other individual may attend only upon invitation of the SEC, consent of both parties, or while giving testimony or providing other evidence. The SEC may seek counsel and advice from therapists, attorneys, or any other experts to assist the SEC in its investigation of the charges or administration of the proceedings.

3. *Additional Meetings of SEC*—The 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 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 ensure a fair outcome.

5. *Recording of SEC Meetings*—The 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 SEC shall presume the allegations involving the disposition substantiated and the designated officer 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 has occurred.

8. *Resignation of Volunteer*—If the accused volunteer chooses to resign his/her membership and volunteer position, the SEC shall consult with and seek the advice of an attorney regarding legal issues concerning continued disciplinary action against the volunteer.

D 80 40 Decision Process—The SEC shall 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, the SEC shall issue a finding within thirty (30) business days from the date of the final hearing.

1. *SEC Actions*—Based upon its conclusion, the SEC shall take one of the following actions:

a. 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 SEC's findings in the accused's personnel file, if applicable. These findings may also be placed in the accuser's records as appropriate. The SEC

and the designated officer shall communicate and explain the SEC findings with the accuser and the accused, separately. All entities or organizations which were notified of the initiation of these proceedings, shall also be notified of the SEC findings to the satisfaction of the SEC in consultation with the accused.

b. If the allegations of sexual misconduct are found to be more likely true than not, the SEC shall report its findings to the designated officer, who shall then relay the findings to the appropriate disciplinary body. Upon request, the SEC shall make its members available to meet with the discipline committee. All entities and organizations which were notified of the initiation of these proceedings, shall also be notified of the SEC findings.

D 80 45 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 and/or
- f. Termination of employment or volunteer relationships
- g. Require that the perpetrator reimburse the expenses incurred

by the parties or the SEC.

3. *Discipline Committee to Communicate with All Parties*—The discipline committee will communicate with the victim(s) and the perpetrator, separately, to explain the action(s) taken. Upon the request of the discipline committee, the SEC and the designated officer shall be available for assistance.

4. *Personnel File Record*—If the perpetrator is a denominational employee, the designated officer shall ensure that notations have been placed in his/her personnel file that a complaint had been made, the findings of the SEC, and the action taken by the discipline committee.

5. *Volunteer Perpetrators*—If the perpetrator is a volunteer, the findings of the SEC and any action taken by the discipline committee shall be reported by the designated officer to the church entity or organization which appointed him/her as a volunteer and to the church board and local conference in which he/she holds membership.

D 80 50 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*—a. An appropriate individual shall be made available to the accused early in the process to serve as an interpreter of the process.

b. Inform the accused regarding the disciplinary decision of the discipline committee.

c. Implement discipline committee action.

d. Remove the accused employee from service.

e. 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 officer. 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.

f. 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.

g. Limit the service of the accused during the rehabilitation process and appoint a trained supervisor to monitor his/her duties. Any such rehabilitation plan needs to be approved by a qualified therapist to protect other potential victims.

2. *Response to the Accuser(s)*—a. The designated officer shall name an appropriate person as an interpreter for the accuser early in the process. This person shall be available at the accuser's discretion.

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 officer of the discipline committee shall meet with the officers of 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 from the SEC shall be made available to assist the institution or congregation in whatever ways necessary to address their concerns and to bring healing.

4. *Response in Situations Involving Minors*—a. In the event that a complaint involves allegations of sexual misconduct with a minor, the person who receives the complaint is required by law to:

(1) Immediately report the suspicion of sexual abuse against a minor to the local law enforcement authority (i.e., district attorney, child protection services, etc.);

(2) Proceed with the church's 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 SEC may be assigned to monitor the trial proceedings and report regularly to the commission.

c. If the accused is convicted in court of criminal charges against a minor, the SEC shall recommend to the discipline committee permanent removal from denominational employment or service.

d. If the complainant does not choose to pursue a formal written complaint with the conference, the designated officer 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.

D 80 55 Appeal—Because sexual misconduct policies are developed to make the process as fair and impartial as possible, the findings of the SEC are considered final, resulting in no further recourse through appeals through the church.

D 80 60 Education and Prevention—The North American Division 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 sanctions for sexual misconduct; and endeavors to inform all employees, volunteers, and members of their right to complain 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 Sexual Ethics Commission of the North American Division.

APPENDIX E

20 Factors to Determine Existence of Employer/Employee Relationship

Rev. Rul. 87-41, 1987-1 C.B. 296

Twenty Factors to Determine Existence of Employer/Employee Relationship

Section 3121. — Definitions

26 CFR 31.3121(d)-1: *Who are employees.*

Also Sections 3306, 3401; 31.3306(i)-1, 31.3401(c)-1.

Employment status under section 530(d) of the Revenue Act of 1978. Guidelines are set forth for determining the employment status of a taxpayer (technical service specialist) affected by section 530(d) of the Revenue Act of 1978, as added by section 1706 of the Tax Reform Act of 1986. The specialists are to be classified as employees under generally applicable common law standards.

Rev. Rul. 87-41

ISSUE

In the situations described below, are the individuals employees under the common law rules for purposes of the Federal Insurance Contributions Act (FICA), the Federal Unemployment Tax Act (FUTA), and the Collection of Income Tax at Source on Wages (chapters 21, 23, and 24 respectively, subtitle C, Internal Revenue Code)? These situations illustrate the application of section 530(d) of the Revenue Act of 1978, 1978-3 (Vol. 1) C.B. 119 (the 1978 Act), which was added by section 1706(a) of the Tax Reform Act of 1986, 1986-3 (Vol. 1) C.B. 698 (the 1986 Act) (generally effective for services performed and remuneration paid after December 31, 1986).

FACTS

In each factual situation, an individual worker (Individual), pursuant to an arrangement between one person (Firm) and another person (Client), provides services for the Client as an engineer, designer, drafter, computer programmer, systems analyst, or other similarly skilled worker engaged in a similar line of work.

Situation 1

The Firm is engaged in the business of providing temporary technical services to its clients. The Firm maintains a roster of workers who are available to provide technical services to prospective clients. The Firm does not train the workers but determines the

services that the workers are qualified to perform based on information submitted by the workers.

The Firm has entered into a contract with the Client. The contract states that the Firm is to provide the Client with workers to perform computer programming services meeting specified qualifications for a particular project. The Individual, a computer programmer, enters into a contract with the Firm to perform services as a computer programmer for the Client's project, which is expected to last less than one year. The Individual is one of several programmers provided by the Firm to the Client. The Individual has not been an employee of or performed services for the Client (or any predecessor or affiliated corporation of the Client) at any time preceding the time at which the Individual begins performing services for the Client. Also, the Individual has not been an employee of or performed services for or on behalf of the Firm at any time preceding the time at which the Individual begins performing services for the Client. The Individual's contract with the Firm states that the Individual is an independent contractor with respect to services performed on behalf of the Firm for the Client.

The Individual and the other programmers perform the services under the Firm's contract with the Client. During the time the Individual is performing services for the Client, even though the Individual retains the right to perform services for other persons, substantially all of the Individual's working time is devoted to performing services for the Client. A significant portion of the services are performed on the Client's premises. The Individual reports to the Firm by accounting for time worked and describing the progress of the work. The Firm pays the Individual and regularly charges the Client for the services performed by the Individual. The Firm generally does not pay individuals who perform services for the Client unless the Firm provided such individuals to the Client.

The work of the Individual and other programmers is regularly reviewed by the Firm. The review is based primarily on reports by the Client about the performance of these workers. Under the contract between the Individual and the Firm, the Firm may terminate its relationship with the Individual if the review shows that he or she is failing to perform the services contracted for by the Client. Also, the Firm

Worksheet 12

will replace the Individual with another worker if the Individual's services are unacceptable to the Client. In such a case, however, the Individual will nevertheless receive his or her hourly pay for the work completed.

Finally, under the contract between the Individual and the Firm, the Individual is prohibited from performing of services directly for the Client and, under the contract between the Firm and the Client, the Client is prohibited from receiving services from the Individual for a period of three months following the termination of services by the Individual for the Client on behalf of the Firm.

Situation 2

The Firm is a technical services firm that supplies clients with technical personnel. The Client requires the services of a systems analyst to complete a project and contacts the Firm to obtain such an analyst. The Firm maintains a roster of analysts and refers such an analyst, the Individual, to the Client. The Individual is not restricted by the Client of the Firm from providing services to the general public while performing services for the Client and in fact does perform substantial services for other persons during the period the Individual is working for the Client. Neither the Firm nor the Client has priority on the services of the Individual. The Individual does not report, directly or indirectly, to the Firm after the beginning of the assignment to the Client concerning (1) hours worked by the Individual, (2) progress on the job, or (3) expenses incurred by the Individual in performing services for the Client. No reports (including reports of time worked or progress on the job) made by the Individual to the Client are provided by the Client to the Firm.

If the Individual ceases providing services for the Client prior to completion of the project or if the Individual's work product is otherwise unsatisfactory, the Client may seek damages from the Individual. However, in such circumstances, the Client may not seek damages from the Firm, and the Firm is not required to replace the Individual. The Firm may not terminate the services of the Individual while he or she is performing services for the Client and may not otherwise affect the relationship between the Client and the Individual. Neither the Individual nor the Client is prohibited for any period after termination of the Individual's services on this job from contracting directly with the other. For referring the Individual to the Client, the Firm receives a flat fee that is fixed prior to the Individual's commencement of services for the Client and is unrelated to the number of hours and quality of work performed by the Individual. The Individual is not paid by the Firm either directly or

indirectly. No payment made by the Client to the Individual reduces the amount of the fee that the Client is otherwise required to pay the Firm. The Individual is performing services that can be accomplished without the Individual's receiving direction or control as to hours, place of work, sequence, or details of work.

Situation 3

The Firm, a company engaged in furnishing client firms with technical personnel, is contacted by the Client, who is in need of the services of a drafter for a particular project, which is expected to last less than one year. The Firm recruits the Individual to perform the drafting services for the Client. The Individual performs substantially all of the services for the Client at the office of the Client, using materials and equipment of the Client. The services are performed under the supervision of employees of the Client. The Individual reports to the Client on a regular basis. The Individual is paid by the Firm based on the number of hours the Individual has worked for the Client, as reported to the Firm by the Client or as reported by the Individual and confirmed by the Client. The Firm has no obligation to pay the Individual if the Firm does not receive payment for the Individual's services from the Client. For recruiting the Individual for the Client, the Firm receives a flat fee that is fixed prior to the Individual's commencement of services for the Client and is unrelated to the number of hours and quality of work performed by the Individual. However, the Firm does receive a reasonable fee for performing the payroll function. The Firm may not direct the work of the Individual and has no responsibility for the work performed by the Individual. The Firm may not terminate the services of the Individual. The Client may terminate the services of the Individual without liability to either the Individual or the Firm. The Individual is permitted to work for another firm while performing services for the Client, but does in fact work for the Client on a substantially full-time basis.

LAW AND ANALYSIS

This ruling provides guidance concerning the factors that are used to determine whether an employment relationship exists between the Individual and the Firm for federal employment tax purposes and applies those factors to the given factual situations to determine whether an employment relationship for federal employment tax purposes exists between the Individual and the Client in any of the factual situations.

Analysis of the preceding three fact situations requires an examination of the common law rules for

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determining whether the Individual is an employee with respect to either the Firm or the Client, a determination of whether the Firm or the client qualifies for employment tax relief under section 530(a) of the 1978 Act, and a determination of whether any such relief is denied the Firm under section 530(d) of the 1978 Act (added by section 1706 of the 1986 Act).

An individual is an employee for federal employment tax purposes if the individual has the status of an employee under the usual common law rules applicable in determining the employer-employee relationship. Guides for determining that status are found in the following three substantially similar sections of the Employment Tax Regulations; sections 31.3121(d)-1(c); 31.3306(i)-1; and 31.3401(c)-1.

These sections provide that generally the relationship of employer and employee exists when the person or persons for whom the services are performed have the right to control and direct the individual who performs the services, not only as to the result to be accomplished by the work but also as to the details and means by which that result is accomplished. That is, an employee is subject to the will and control of the employer not only as to what shall be done but as to how it shall be done. In this connection, it is not necessary that the employer actually direct or control the manner in which the services are performed; it is sufficient if the employer has the right to do so.

Conversely, these sections provide, in part, that individuals (such as physicians, lawyers, dentists, contractors, and subcontractors) who follow an independent trade, business, or profession, in which they offer their services to the public, generally are not employees.

Finally, if the relationship of employer and employee exists, the designation or description of the relationship by the parties as anything other than that of employer and employee is immaterial. Thus, if such a relationship exists, it is of no consequence that the employee is designated as a partner, coadventurer, agent, independent contractor, or the like.

As an aid to determining whether an individual is an employee under the common law rules, twenty factors or elements have been identified as indicating whether sufficient control is present to establish an employer-employee relationship. The twenty factors have been developed based on an examination of cases and rulings considering whether an individual is an employee. The degree of importance of each factor varies depending on the occupation and the factual context in which the services are performed. The twenty factors are designed only as guides for determining whether an individual is an employee; special scrutiny is required in applying the twenty factors to

assure that formalistic aspects of an arrangement designed to achieve a particular status do not obscure the substance of the arrangement (that is, whether the person or persons for whom the services performed exercise sufficient control over the individual for the individual to be classified as an employee). The twenty factors are described below:

1. *Instructions.* A worker who is required to comply with other persons' instructions about when, where, and how he or she is to work ordinarily an employee. This control factor is present if the person or persons for whom the services are performed have the *right* to require compliance with instructions. See, for example, Rev. Rul. 68-598, 1968-2 C.B. 464, and Rev. Rul. 66-381, 1966-2 C.B. 449.

2. *Training.* Training a worker by requiring an experienced employee to work with the worker, by corresponding with the worker, by requiring the worker to attend meetings, or by using other methods, indicates that the person or persons for whom the services are performed want the services performed in a particular method or manner. See Rev. Rul. 70-630, 1970-2 C.B. 229.

3. *Integration.* Integration of the worker's services into the business operations generally shows that the worker is subject to direction and control. When the success or continuation of a business depends to an appreciable degree upon the performance of certain services, the workers who perform those services must necessarily be subject to a certain amount of control by the owner of the business. See *United States v. Silk*, 331 U.S. 704 (1947), 1947-2 C.B. 167.

4. *Services Rendered Personally.* If the services must be rendered personally, presumably the person or persons for whom the services are performed are interested in the methods used to accomplish the work as well as in the results. See Rev. Rul. 55-695, 1955-2 C.B. 410.

5. *Hiring, Supervising, and Paying Assistants.* If the person or persons for whom the services are performed hire, supervise, and pay assistants, that factor generally shows control over the workers on the job. However, if one worker hires, supervises, and pays the other assistants pursuant to a contract under which the worker agrees to provide materials and labor and under which the worker is responsible only for the attainment of a result, this factor indicates an independent contractor status. Compare Rev. Rul. 63-115, 1963-1 C.B. 178, with Rev. Rul. 55-593, 1955-2 C.B. 610.

6. *Continuing Relationship.* A continuing relationship between the worker and the person or persons for

whom the services are performed indicates that an employer-employee relationship exists. A continuing relationship may exist where work is performed at frequently recurring although irregular intervals. See *United States v. Silk*.

7. *Set Hours of Work*. The establishment of set hours of work by the person or persons for whom the services are performed is a factor indicating control. See Rev. Rul. 73-591, 1973-2 C.B. 337.

8. *Full Time Required*. If the worker must devote substantially full time to the business of the person or persons for whom the services are performed, such person or persons have control over the amount of time the worker spends working and impliedly restrict the worker from doing other gainful work. An independent contractor, on the other hand, is free to work when and for whom he or she chooses. See Rev. Rul. 56-694, 1956-2 C.B. 694.

9. *Doing Work on Employer's Premises*. If the work is performed on the premises of the person or persons for whom the services are performed, that factor suggests control over the worker, especially if the work could be done elsewhere. Rev. Rul. 56-660, 1956-2 C.B. 693. Work done off the premises of the person or persons receiving the services, such as at the office of the worker, indicates some freedom from control. However, this fact by itself does not mean that the worker is not an employee. The importance of this factor depends on the nature of the service involved and the extent to which an employer generally would require that employees perform such services on the employer's premises. Control over the place of work is indicated when the person or persons for whom the services are performed have the right to compel the worker to travel a designated route, to canvass a territory within a certain time, or to work at specific places as required. See Rev. Rul. 56-694.

10. *Order or Sequence Set*. If a worker must perform services in the order or sequence set by the person or persons for whom the services are performed, that factor shows that the worker is not free to follow the worker's own pattern of work but must follow the established routines and schedules of the person or persons for whom the services are performed. Often, because of the nature of an occupation, the person or persons for whom the services are performed do not set the order of the services or set the order infrequently. It is sufficient to show control, however, if such person or persons retain the right to do so. See Rev. Rul. 56-694.

11. *Oral or Written Reports*. A requirement that the worker submit regular or written reports to the person or persons for whom the services are performed indicates a degree of control. See Rev. Rul. 70-309,

1970-1 C.B. 199, and Rev. Rul. 68-248, 1968-1 C.B. 431.

12. *Payment by Hour, Week, Month*. Payment by the hour, week, or month generally points to an employer-employee relationship, provided that this method of payment is not just a convenient way of paying a lump sum agreed upon as the cost of a job. Payment made by the job or on a straight commission generally indicates that the worker is an independent contractor. See Rev. Rul. 74-389, 1974-2 C.B. 330.

13. *Payment of Business and/or Traveling Expenses*. If the person or persons for whom the services are performed ordinarily pay the worker's business and/or traveling expenses, the worker is ordinarily an employee. An employer, to be able to control expenses, generally retains the right to regulate and direct the worker's business activities. See Rev. Rul. 55-144, 1955-1 C.B. 483.

14. *Furnishing of Tools and Materials*. The fact that the person or persons for whom the services are performed furnish significant tools, materials, and other equipment tends to show the existence of an employer-employee relationship. See Rev. Rul. 71-524, 1971-2 C.B. 346.

15. *Significant Investment*. If the worker invests in facilities that are used by the worker in performing services and are not typically maintained by employees (such as the maintenance of an office rented at fair value from an unrelated party), that factor tends to indicate that the worker is an independent contractor. On the other hand, lack of investment in facilities indicates dependence on the person or persons for whom the services are performed for such facilities and, accordingly, the existence of an employer-employee relationship. See Rev. Rul. 71-524. Special scrutiny is required with respect to certain types of facilities, such as home offices.

16. *Realization of Profit or Loss*. A worker who can realize a profit or suffer a loss as a result of the worker's services (in addition to the profit or loss ordinarily realized by employees) is generally an independent contractor, but the worker who cannot is an employee. See Rev. Rul. 80-309. For example, if the worker is subject to a real risk of economic loss due to significant investments or a bona fide liability for expenses, such as salary payments to unrelated employees, that factor indicates that the worker is an independent contractor. The risk that a worker will not receive payment for his or her services, however, is common to both independent contractors and employees and thus does not constitute a sufficient economic risk to support treatment as an independent contractor.

17. *Working for More Than One Firm at a Time.* If a worker performs more than de minimis services for a multiple of unrelated persons or firms at the same time, that factor generally indicates that the worker is an independent contractor. See Rev. Rul. 70-572, 1970-2 C.B. 221. However, a worker who performs services for more than one person may be an employee of each of the persons, especially where such persons are part of the same service arrangement.

18. *Making Service Available to General Public.* The fact that a worker makes his or her services available to the general public on a regular and consistent basis indicates an independent contractor relationship. See Rev. Rul. 56-660.

19. *Right to Discharge.* The right to discharge a worker is a factor indicating that the worker is an employee and the person possessing the right is an employer. An employer exercises control through the threat of dismissal, which causes the worker to obey the employer's instructions. An independent contractor, on the other hand, cannot be fired so long as the independent contractor produces a result that meets the contract specifications. Rev. Rul. 75-41, 1975-1 C.B. 323.

20. *Right to Terminate.* If the worker has the right to end his or her relationship with the person for whom the services are performed at any time he or she wishes without incurring liability, that factor indicates an employer-employee relationship. See Rev. Rul. 70-309.

Rev. Rul. 75-41 considers the employment tax status of individuals performing services for a physician's professional service corporation. The corporation is in the business of providing a variety of services to professional people and firms (subscribers), including the services of secretaries, nurses, dental hygienists, and other similarly trained personnel. The individuals who are to perform the services are recruited by the corporation, paid by the corporation, assigned to jobs, and provided with employee benefits by the corporation. Individuals who enter into contracts with the corporation agree they will not contract directly with any subscriber to which they are assigned for at least three months after cessation of their contracts with the corporation. The corporation assigns the individual to the subscriber to work on the subscriber's premises with the subscriber's equipment. Subscribers have the right to require that an individual furnished by the corporation cease providing services to them, and they have the further right to have such individual replaced by the corporation within a reasonable time, but the subscribers have no right to affect the contract between the individual and the corporation. The corporation retains the right to dis-

charge the individuals at any time. Rev. Rul. 75-41 concludes that the individuals are employees of the corporation for federal employment tax purposes.

Rev. Rul. 70-309 considers the employment tax status of certain individuals who perform services as oil well pumpers for a corporation under contracts that characterize such individuals as independent contractors. Even though the pumpers perform their services away from the headquarters of the corporation and are not given day-to-day directions and instructions, the ruling concludes that the pumpers are employees of the corporation because the pumpers perform their services pursuant to an arrangement that gives the corporation the right to exercise whatever control is necessary to assure proper performance of the services; the pumper's services are both necessary and incident to the business conducted by the corporation; and the pumpers are not engaged in an independent enterprise in which they assume the usual business risks, but rather work in the course of the corporation's trade or business. See also Rev. Rul. 70-630, 1970-2 C.B. 229, which considers the employment tax status of salesclerks furnished by an employee service company to a retail store to perform temporary services for the store.

Section 530(a) of the 1978 Act, as amended by section 269(c) of the Tax Equity and Fiscal Responsibility Act of 1982, 1982-2 C.B. 462, 536, provides, for purposes of the employment taxes under subtitle C of the Code, that if a taxpayer did not treat an individual as an employee for any period, then the individual shall be deemed not to be an employee, unless the taxpayer had no reasonable basis for not treating the individual as an employee. For any period after December 31, 1978, this relief applies only if both of the following consistency rules are satisfied: (1) all federal tax returns (including information returns) required to be filed by the taxpayer with respect to be filed by the taxpayer with respect to the individual for the period are filed on a basis consistent with the taxpayer's treatment of the individual as not being an employee ("reporting consistency rule"), and (2) the taxpayer (and any predecessor) has not treated any individual holding a substantially similar position as an employee for purposes of the employment taxes for periods beginning after December 31, 1977 ("substantive consistency rule").

The determination of whether any individual who is treated as an employee holds a position substantially similar to the position held by an individual whom the taxpayer would otherwise be permitted to treat as other than an employee for employment tax purposes under section 530(a) of the 1978 Act requires an examination of all the facts and circumstances, in-

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cluding particularly the activities and functions performed by the individuals. Differences in the positions held by the respective individuals that result from the taxpayer's treatment of one individual as an employee and the other individual as other than an employee (for example, that the former individual is a participant in the taxpayer's qualified pension plan or health plan and the latter individual is not a participant in either) are to be disregarded in determining whether the individuals hold substantially similar positions.

Section 1706(a) of the 1986 Act added to section 530 of the 1978 Act a new subsection (d), which provides an exception with respect to the treatment of certain workers. Section 530(d) provides that section 530 shall not apply in the case of an individual who, pursuant to an arrangement between the taxpayer and another person, provides services for such other person as an engineer, designer, drafter, computer programmer, systems analyst, or other similarly skilled worker engaged in a similar line of work. Section 530(d) of the 1978 Act does not affect the determination of whether such workers are employees under the common law rules. Rather, it merely eliminates the employment tax relief under section 530(a) of the 1978 Act that would otherwise be available to a taxpayer with respect to those workers who are determined to be employees of the taxpayer under the usual common law rules. Section 530(d) applies to remuneration paid and services rendered after December 31, 1986.

The Conference Report on the 1986 Act discusses the effect of section 530(d) as follows:

The Senate amendment applies whether the services of [technical service workers] are provided by the firm to only one client during the year or to more than one client, and whether or not such individuals have been designated or treated by the technical services firm as independent contractors, sole proprietors, partners, or employees of a personal service corporation controlled by such individual. The effect of the provisions cannot be avoided by claims that such technical service personnel are employees of personal service corporations controlled by such personnel. For example, an engineer retained by a technical services firm to provide services to a manufacturer cannot avoid the effect of this provision by organizing a corporation that he or she controls and then claiming to provide services as an employee of that corporation.

... [T]he provision does not apply with respect to individuals who are classified, under the gener-

ally applicable common law standards, as employees of a business that is a client of the technical services firm.

2 H.R. Rep. No. 99-841 (Conf. Rep.), 99th Cong., 2d Sess. II-834 to 835 (1986).

Under the facts of Situation 1, the legal relationship is between the Firm and the Individual, and the Firm retains the right of control to insure that the services are performed in a satisfactory fashion. The fact that the Client may also exercise some degree of control over the individual does not indicate that the individual is not an employee. Therefore, in Situation 1, the Individual is an employee of the Firm under the common law rules. The facts in Situation 1 involve an arrangement among the Individual, Firm, and Client, and the services provided by the Individual are technical services. Accordingly, the Firm is denied section 530 relief under section 530(d) of the 1978 Act (as added by section 1706 of the 1986 Act), and no relief is available with respect to any employment tax liability incurred in Situation 1. The analysis would not differ if the facts of Situation 1 were changed to state that the Individual provided the technical services through a personal service corporation owned by the Individual.

In Situation 2, the Firm does not retain any right to control the performance of the services by the Individual and, thus, no employment relationship exists between the Individual and the Firm.

In Situation 3, the Firm does not control the performance of the services of the Individual, and the Firm has no right to affect the relationship between the Client and the Individual. Consequently, no employment relationship exists between the Firm and the Individual.

HOLDINGS

Situation 1. The Individual is an employee of the Firm under the common law rules. Relief under section 530 of the 1978 Act is not available to the Firm because of the provision of section 530(d).

Situation 2. The Individual is not an employee of the Firm under the common law rules.

Because of the application of section 530(b) of the 1978 Act, no inference should be drawn with respect to whether the Individual in Situations 2 and 3 is an employee of the Client for federal employment tax purposes.

APPENDIX F

PASTORAL EXPECTATIONS DOCUMENT

PREAMBLE

This document sets forth the basic minimal expectations of a Biblical, pastoral ministry in this territory. Pastors will be confronted at times by unrealistic, or even conflicting, expectations by different groups in the church, community, family and even of themselves. In attempting to define pastoral expectations, it is hoped that some of the stress pastors feel in endeavoring to be everything to everyone will be reduced. This document is designed to be used in dialogue with the local congregation. There are times in which local dynamics may supersede the minimal expectations suggested here.

This document is not intended as a "check-list" nor is it comprehensive, for it would be impossible for every situation and detail to be covered. Rather, it is a concise outline of most of the basic elements present in a balanced approach to pastoral ministry.

The most basic expectation is that a pastor is a spiritual person with a strong commitment to Jesus Christ. From that commitment all ministry flows. Each pastor is unique and should have the freedom and encouragement to reach fulfillment and joy in ministry. The call to ministry is a call to faithfulness.

PERSONAL SPIRITUALITY

- A. An intentional, daily devotional experience.
- B. A constant journey of Biblical discovery.
- C. A constant attitude of prayer, seeking power and guidance.

Scripture calls us to be spiritual people, not decide who is or isn't. We need to model restraint in attempting to decipher who is or isn't spiritual but remain faithful in calling and expecting each other to keep growing in our spiritual walk.

FAMILY LIFE

- A. Average one day off each week.
- B. Take a Sabbath away with family two (Fifth Sabbath) times a year, in addition to vacation, to visit another church, pastoral family.
- C. Schedule time each day for interaction with your family in worship, recreation, and meals.
- D. Take annual vacation according to policy.

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- E. Recognize the influence of a supportive family as a significant impact in the success of ministry, even though members of the family are not technically responsible for ministry.
- F. Enroll children in a Seventh-day Adventist denominational school; on the elementary level, in the local constituent school. Any decision to do otherwise needs consultation with conference administration, as well as local church and school leaders.
- G. Secondary students may enroll in any of our denominational academies. Employees are encouraged but not mandated to enroll their children in the local conference academies. Special arrangements to do otherwise should be made with administration.

PERSONAL AND PROFESSIONAL GROWTH

- A. Take advantage of the continuing education options. (see Financial section)
- B. Devote several hours of study each month on material not specifically directed to sermon preparation.
- C. Read a minimum of six books each year. It is suggested that some Spirit of Prophecy books be included.
- D. Meet with neighboring Adventists pastors, participate in a local ministerium and, if possible, join a local area professional group.
- E. Spend one hour in vigorous exercise at least three times a week. Demonstrate an integrated understanding of the health principles of the church.

CONTINUING EDUCATION

The Rocky Mountain Conference encourages its employees to continually expand and increase their potential for pastoral ministry through continuing education. As life long learners we want to encourage our pastors to engage in at least 20 contact hours each year. This is in addition to the inservice provided at pastors meetings.

The Mid-America Union has a cooperative arrangement with Andrews University Seminary that allows full time employees to pursue the professional classes towards a M.A. Min or D. Min degree, or for audit.

Other continuing education opportunities are encouraged through attending professional seminars.

The Rocky Mountain Conference endeavors to provide an annual continuing education allowance for each pastor to defray expenses for approved continuing education activities. Information on assistance and requests for approval should be submitted to the Assistant to the President at least two weeks in advance of the activity.

EFFECTIVE MINISTRY

A. Preaching

The proclamation of God's Word should be central. The pastor should understand that as congregations grow and members become busier, the minister's sermons may be the chief means of reaching the individual.

1. All preaching must be centered in Jesus Christ.
2. Maintain doctrinal and hermeneutical soundness in all sermons.
3. Feed the flock by preaching up-building rather than destructive or judgmental sermons.
4. Seek to deliver sermons in an interesting, creative and motivating manner.
5. Spend adequate study and preparation time each week to ensure the above preaching expectations.
6. Plan a preaching schedule at least one quarter in advance with varied styles of sermons, meeting felt needs and with the pastor preaching regularly.
7. Invite into the pulpit only loyal, Seventh-day Adventist members known to be in regular standing. Non Adventists and/or community leaders may be invited to speak at special occasions, other than the regular worship service. Other exceptions, or clarification, are handled in consultation with conference administration.

B. Pastoral Services

1. Visit each member's home upon arrival in the district. Follow this by the following suggestion of member visitation:
 - a. Active church membership of 1-100: visit once a year.
 - b. Active church membership of 100-200: visit once every other year, in cooperation with an ongoing local visitation program.
 - c. Active church membership of 200+: a regular and systematic program of member visitation both by the pastor and through people who care and are trained to visit in homes.
 - d. The pastor is expected to be a specialist, primarily training others to become involved in various membership ministries.
2. Provide spiritual counseling and/or referral for members in crisis situations. Maintain an active list of local service providers.
3. Be available for crisis situations at any time of the day. However, reasonable limitations must be maintained on routine matters to protect pastors and their family from inordinate intrusions into their personal lives. If not available to personally answer phone calls, have voice mail available.
 - a. Respond in a professional manner to all phone calls.

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- b. Do not use voice mail as a crutch or mechanism to screen calls.
- 4. Develop a plan, in consultation with local church leadership, for reclaiming inactive members.
- 5. Process redemptive discipline following Church Manual guidelines.
- 6. Nurture youth involvement and assimilation in the church.
- 7. Provide adequate pre-marital counseling. It is recommended to use Prepare/Enrich. Pastors are expected to refrain from marrying anyone they have not taken through a counseling process.

C. Church Growth

A personal involvement in soul winning will model a passion for the lost, not because of being paid for a job but out of love for Christ. Our church was established by God to win the world not just our own community

- 1. Foster an atmosphere and desire to plant new churches.
- 2. Equip leadership for church growth. Involve membership in outreach strategies appropriate to the culture being targeted.
- 3. Provide regular orientation in church growth principles, bridge concept and assimilation strategies.
- 4. Involve members in spiritual gifts identification, equipping, training, organizing and discipling, including an on-going program of personal Bible studies.
- 5. Provide stewardship training and leadership at the local level, recognizing time, talent and treasure.
- 6. Provide some form of "sowing/reaping" focus, which gives people the opportunity to accept Christ and join the Seventh-day Adventist church. These should be conducted at least bi annually in each church.
- 7. Track Sabbath morning attendance giving special emphasis to keeping in touch with people rather than just numbers. Watch the trends and understand the reasons for any significant changes.
- 8. Plan a minimum of two baptismal Sabbaths annually in each church as a focus of your evangelistic outreach.
- 9. Maintain a current active interest list. Computerization approaches are strongly encouraged allowing regular contact between congregation and potential members.

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10. Endeavor to develop an open friendly church climate, welcoming individuals from all backgrounds into the community of faith and discipleship.

D. Administration

1. Lead the church in establishing short term and long range objectives in the context of the Rocky Mountain Conference priorities:

- a. Spiritual formation.
- b. Meaningful worship experiences.
- c. Creative, targeted evangelism.
- d. Involvement and assimilation of youth.
- e. Leadership development.
- f. Household ministries

2. Plan a yearly calendar including boards, communion, soul winning focus, programs and other important events.

3. Lead the local church in establishing an annual budget and stewardship focus.

4. Attend necessary administrative meetings of the church and school.

5. Work in harmony with the actions of the local church board, school board and the Conference Executive Committee. If any conflict arises, counsel with conference administration is urged.

6. Maintain awareness of information contained in communications from the conference, implementing the necessary items in an appropriate manner in the local district.

7. Report to the conference through whatever systems of accountability are established. Insure that clerk's and treasurer's reports are submitted in a timely manner.

8. Negotiate role expectations with local church board annually. Utilize an evaluation process periodically.

PROFESSIONAL ETHICS

A. Live in harmony with the fundamental beliefs of the Seventh-day Adventist church.

B. Be faithful in returning tithe. NAD Policy states: "Because of its importance as a principle and the spiritual experience it represents, tithing, like other basic beliefs and practices of the church, becomes a condition of employment for all credentialed / licensed employees." --D 55 05

C. Do not borrow money from church members or accept large gratuities from individual church members.

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D. Be honest and fair in all business relationships.

E. In harmony with Biblical principles, be loyal in word and action to colleagues, leadership and the policies of the Seventh-day Adventist church at all levels. If problems arise, follow the Biblical and church established grievance procedures.

F. Attend the ministerial meetings called by conference leadership. Special arrangements must be made with administration before any absence is granted.

G. Give full energy to the ministry. NAD Policy states: "Conference and institutional employees shall refrain from any side lines, or activity, either denominational or extra-denominational, which has the effect of diminishing their influence and/or infringing on the time and efficiency of the work to which they are assigned." --Y 06 05

H. Process church matters and/or invitations to perform a service for members in another district through the current pastor.

I. Process all transfers of church leadership with respect for both the preceding and following pastor. Enact plans and provide materials to make the transfer of leadership both easy and efficient.

J. Honor all copyright laws.

K. Adhere to total confidentiality.

Confidentiality is assumed to be in place for all statements and knowledge received in a private setting, i.e. one on one, where others can not hear the discussion. Before any details can be disclosed employees are encouraged to review and receive specific permission to discuss or reveal information received in a counseling situation. If specific permission is not given, the employee is ethically bound to maintain total confidentiality including who may have talked to them at a given period of time. In cases where laws dictate disclosure, the other party should be informed, and encouraged to volunteer self disclose to the proper authorities

L. Exhibit the utmost propriety in counseling situations, avoiding all appearance of evil.

M. In all dealings with both colleagues and church members, follow Jesus and His summary of all the law and the prophets, "Therefore, all things whatsoever ye would that men should do to you, do ye even so to them..." Matthew 7:12.

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