

# HUMAN RESOURCES

## *Contact Information*

**Fax:** (951) 509-2395

<b>Director:</b>	Gina Heslep
<b>Email Address:</b>	<a href="mailto:gina.heslep@seccsda.org">gina.heslep@seccsda.org</a>
<b>Phone:</b>	(951) 509-2356
<b>Main Responsibilities:</b>	<i>Supports Conference Administration in directing Human Resource activities</i>
<b>Associate Director:</b>	Alison Cavazos
<b>Email Address:</b>	<a href="mailto:alison.cavazos@seccsda.org">alison.cavazos@seccsda.org</a>
<b>Phone:</b>	(951) 509-2354
<b>Main Responsibilities:</b>	<i>Resources for Field/Exempt personnel; Employment Training; Compensation/Payroll Questions</i>
<b>Benefits Specialist:</b>	Ruth Zalsman
<b>Email Address:</b>	<a href="mailto:ruth.zalsman@seccsda.org">ruth.zalsman@seccsda.org</a>
<b>Phone:</b>	(951) 509-2355
<b>Main Responsibilities:</b>	<i>Coordinates Medical, Dental and Vision benefits including Enrollment, Management and Negotiations for employees</i>
<b>HR Generalist 1:</b>	Brooke Hess
<b>Email Address:</b>	<a href="mailto:brooke.hess@seccsda.org">brooke.hess@seccsda.org</a>
<b>Phone:</b>	(951) 509-2353
<b>Main Responsibilities:</b>	<i>New Hire/Changes/Terminations for Locally Funded Employees; Labor Law Posters</i>
<b>HR Generalist 2:</b>	Anais Guth
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<b>Phone:</b>	(951) 509-2352
<b>Main Responsibilities:</b>	<i>Retirement/Pre-Retirement; Education Classified Personnel; Conflicts of Interest</i>
<b>HR Assistant:</b>	Abby Chuquimia
<b>Email Address:</b>	<a href="mailto:abby.chuquimia@seccsda.org">abby.chuquimia@seccsda.org</a>
<b>Phone:</b>	(951) 509-2351
<b>Main Responsibilities:</b>	<i>Front Desk Receptionist; HCAP Claims Processor; Document Management</i>

# **RECRUITING**



SEVENTH-DAY  
ADVENTIST<sup>®</sup>  
CHURCH

***Southeastern California Conference***

**Human Resources**

11330 Pierce Street  
P. O. Box 79990  
Riverside, California 92513-1990  
Office: (951) 509-2353  
Fax: (951) 509-2395  
<http://www.seccadventist.org>

TO: Pastors, Church/School Treasurers, and Business Administrators

FROM: SECC Human Resources Department

RE: RECRUITMENT/SCREENING/SELECTION PROCESS

This recruitment packet has been provided for your current job opening. We are implementing this process for your church/school site to help you in recruiting for this position and to create an appropriate documentation record.

The Federal Government requires us to follow specific rules with regard to recruitment and hiring. This packet is to help guide your church/school through the recruitment, selection, and hiring process. All packets are to be returned to the Conference HR Department for permanent record keeping in the case we are legally challenged on this process.

This packet includes:

1. A copy of the Conference job listing that includes the ad for your current job opening.
2. Blank application for employment.
3. Resume/Application “red flags” for resume/application review guidelines.
4. Employment Inquiry guidelines for appropriate interview questions.
5. Employment Interview Analysis, for help with assessing/comparing interview results.
6. Employment Reference Forms for reference checking.
7. Applicant Screening Form to be completed and attached to each application.

In addition we are requesting a job description for each position posted. This office will review each job description for the physical, specific skills, and educational requirements specific to the position. This office will work with you and your staff to create or update existing job descriptions.

The packet with the applications with the attached Applicant Screening Forms, completed employment reference forms, and job description must be returned to the HR Department and will be kept as legal record of the recruitment process.

Thank you for your cooperation in this important matter. Please feel free to contact the Human Resources Department at (951) 509-2352 for questions and information.

Remember the Human Resources Department is here to serve in all recruitment and employment needs.

## **301 SELECTION POLICY**

Southeastern California Conference is a religiously qualified, equal employment opportunity employer with the right to preference to Seventh-day Adventists in hiring. All applicants must be in full harmony with the doctrines of the Seventh-day Adventist Church and maintain the high moral and Christian standards that the church represents.

Whenever possible positions will be advertised through the local churches and schools. All prospective employees desiring employment with the Conference must complete an SECC employment application and take any required tests, as appropriate. Applicants will be screened by the Human Resources Department and top candidates will be referred to the appropriate departments for further interviews. The name of the top candidate will be submitted to the appropriate committee for final approval. Notification of employment will be sent to the applicant by the Human Resources Director.

All new employees as well as former employees being rehired must report to the Human Resources Department to complete the hiring process. An applicant may not begin working until all forms are completed.

As explained earlier, all employment at Southeastern California Conference is at-will. (see 104)

## **302 NEW HIRES**

All offers of employment are contingent on verification of the individual's right to work in the United States. On the first day of work, the employee will be asked to provide original documents verifying right to work and to sign a verification form required by federal law (I -9 Form). If an employee at any time cannot verify his/her right to work in the United States, the Conference will be obliged to terminate the employee's employment.

## **303 INTRODUCTORY PERIOD**

The first three months of employment is an introductory period. During this period, one will have an opportunity to learn the new position and see whether he/she enjoys the employment with our Conference. The Conference will use this period to see if the employee is able to meet the Conference's expectations. The introductory period may be extended for business reasons or due to authorized time off taken by the employee.

## **304 EMPLOYMENT STATUS**

There are several types of employees at Southeastern California Conference. The following is a brief explanation of each:

*Introductory employees* - employees who have not yet completed the first three months of employment.

*Full-time employees* - employees who have completed their introductory period and work a minimum of 38 hours per week. These employees are eligible for benefits.

*Part-time, benefit eligible employees* - employees who have completed the introductory period and work from 20 to 37 hours per week on a regular basis. These employees are eligible for some benefits on a prorated basis.

## **304 EMPLOYMENT STATUS - *Continued***

*Part-time, non-benefit eligible employees* - employees who have completed their introductory period and work less than 20 hours per week. These employees are not eligible for benefits.

*Stipend employees* - employees who work 1/4 time and receive the stipend pay defined by North American Division.

*Temporary employees* - individuals who are hired for a specific period or specific project, usually not exceeding 90 days. These employees are not eligible for benefits.

*Student employees* - employees who are enrolled as full time students at a high school/academy, or college/university, and need flexible work schedules to accommodate their classes. These employees are not eligible for benefits.

*Auxiliary employees* - employees who are paid from a church budget, on a part-time or full-time basis, SECC runs the payroll and bills the church. There are specific limitations on the benefits provided to these individuals. Contact the Human Resources Office for more information.

*Field employees* - employees who are in a "Pastoral Care" position, on a part-time or full-time basis, and whose salary is covered by conference budget. Benefits are based on their full-time or part-time assignment.

*Employees on Administrative Leave* - employee who is moved to an unassigned status by an administrator. This leave can be with or without pay.

*Ministerial Intern* - individuals who have graduated from a Masters of Divinity program and are hired to serve as Assistant/ Associate pastors to obtain practical field experience. These employees are put on our ordination track. These employees are considered interns until they have satisfactorily completed the ordination track (usually 4 to 5 years).

Southeastern California Conference employees may be granted credentials and licenses according to the following guidelines:

*Ministerial Credentials* - issued to employees who are ordained or have finished the ordination process and been approved by the Conference Executive Committee.

*Ministerial License* - issued to unordained-commissioned pastors, evangelists and Bible teachers who are on the path toward ordination.

*Commissioned Minister Credential* - issued to associates in pastoral care, Bible instructors, conference treasurers, and department directors including associate and assistant directors. These individuals should have significant experience in denominational service, usually not fewer than five years, and demonstrate proficiency in the responsibilities assigned to them. Their remuneration should be at approximately the maximum for their category in the denominational wage scale.

*Missionary Credentials* - issued to employees with significant experience in denominational service, usually not less than five years, who demonstrate proficiency in the responsibilities assigned to them and whose remuneration is approximately the maximum for their category in the remuneration scale. These will include regularly employed field, medical, educational and office employees and career literature evangelists.

*Missionary Licenses* - issued to employees with limited experience (less than five years) including regularly employed field, medical, educational, institutional and office employees.

## **EXAMPLE**

### **JOB OPPORTUNITIES**

**Southeastern California Conference of Seventh-day Adventists**  
**August 15, 2013**

**Southeastern California Conference is a religiously-qualified Equal Opportunity Employer, with the right to prefer Seventh-day Adventists in hiring. It is our policy to recruit and promote for all jobs on the basis of merit, qualifications, competence, attitude and spiritual commitment. No aspect of employment shall be influenced by race, color, national origin, sex, age or handicap. Applications may be downloaded from [http:// secchr.adventistfaith.org](http://secchr.adventistfaith.org)**

#### **SCHOOL YEAR (2013-2014)**

##### **DESERT ADVENTIST SCHOOL**

**Administrative Assistant (Office Manager) Part-time.** Seeking candidate with a love for children and one who possesses strong work ethics. Must have the ability to multi-task and have a flexible and patient spirit. Must be computer literate with a working knowledge of all Microsoft applications. Interested candidates please e-mail Tim LaPierre at [tlapierre@desertadventistacademy.com](mailto:tlapierre@desertadventistacademy.com)

##### **LA SIERRA ACADEMY**

**Teacher's Assistant. Elementary. Part-time.** Seeking a candidate with classroom experience. Early Childhood education background is desired. Please contact Mrs. Spring Benfield at 951.351.1445, ext. 213 or 214.

##### **LOMA LINDA ACADEMY**

**General Groundskeeper. Maintenance Dept. Full-time. Available July 1.** Candidate should have experience in caring for shrubbery, trees, and greenery. To perform weed abatement, planting flowers, and lawn care. May make minor repairs to equipment and other miscellaneous duties assigned by the Plant Services Director. Basic computer skills. High school diploma or equivalent. For more information, please contact Mark Brettnacher at 909.796.0161, ext. 3700 or [mbrettnacher@lla.org](mailto:mbrettnacher@lla.org)

##### **MESA GRANDE ACADEMY**

**K\*6 After School Care Provider. Part-time.** Seeking candidate who enjoys working with K-6<sup>th</sup> students, supervising play time and study time. Responsibilities include: recording student drop-off and pick-up; organizing periodic activities, supervising both play and study time; interacting with students in positive ways; student safety concerns, and communicating with parents. Approximate work time 1:00-5:00 pm (M-Th) and 1:00-3:00 pm (F)

Mesa Grande Academy is a family-oriented school with a tradition of strong academics in a supportive environment. For further information or to arrange for an interview, please contact Alfred Riddle at 909.795.1112 x222 or e-mail [alfred.riddle@mgak-12.org](mailto:alfred.riddle@mgak-12.org)

**Substitute Teachers** are needed in San Diego, Orange, Desert, and Imperial counties. For more information, contact Kathi Christenson, Education Secretary at 951.509.2311.

##### **CONFERENCE OFFICE**

**Pastoral Positions.** For more information contact Pastor Sandra Roberts, Executive Secretary at 951.509.2289.

##### **CHURCHES**

**Loma Linda University Church. Custodian. Full-time.** Seeking a qualified candidate to perform general and specific custodial tasks on a daily, weekly, monthly, and quarterly basis. Requires a high school diploma or GED. Custodial experience is a plus. For more information, contact Donauvin Krause, Business Administrator, at 909.558.4570

##### **PINE SPRINGS RANCH**

No current openings.

**PLEASE NOTIFY HUMAN RESOURCES WHEN POSITIONS ARE FILLED (951.509.2352).**

## RESUME/APPLICATION “RED FLAGS”

*(Warning Signs that may require further investigation)*

- Time gaps in employment
- Vague answers, such as listing the state the employer was located and not the full address
- Vague reasons for leaving previous jobs
- Lack of employment history
- Inconsistencies in salary, history
- When all employers listed are out of business

<b>GUIDELINES FOR EMPLOYMENT INQUIRIES</b>		
<b>ACCEPTABLE</b>	<b>SUBJECT</b>	<b>UNACCEPTABLE</b>
Name	<b>Name</b>	<ul style="list-style-type: none"> <li>• Maiden Name</li> </ul>
Place of Residence	<b>Residence</b>	<ul style="list-style-type: none"> <li>• Questions regarding owning or renting</li> </ul>
Statements that hire is subject to verification that the applicants meet legal age requirements	<b>Age</b>	<ul style="list-style-type: none"> <li>• Age</li> <li>• Birthdate</li> <li>• Date of attendance/completion of school</li> <li>• Questions which tend to identify applicants over 40</li> </ul>
Statements/inquiries regarding verification of legal right to work in the United States.	<b>Birthplace/Citizenship</b>	<ul style="list-style-type: none"> <li>• Birthplace of applicant or applicant's parents, spouse or other relatives.</li> <li>• Requirements that applicant produce naturalization or alien card prior to employment.</li> </ul>
Languages applicant reads, speaks or writes if use of language other than English is relevant to the job for which applicant is applying.	<b>National Origin</b>	<ul style="list-style-type: none"> <li>• Questions as to nationality, lineage, ancestry, national origin, descent or parentage of applicant, applicant's spouse, parent or relative</li> </ul>
<del>Statements by employer of regular days, hours, or shifts to be worked.</del>	<b>Religion</b> <b>EXEMPT</b>	<ul style="list-style-type: none"> <li><del>• Questions regarding applicant's religion.</del></li> <li><del>• Religious days observed.</del></li> </ul>
<p>Name and address of parent or guardian if applicant is a minor.</p> <p>Statement of company policy regarding work assignment of employees who are related.</p>	<b>Sex, Marital Status, Family</b>	<ul style="list-style-type: none"> <li>• Questions to indicate applicant's sex, marital status, number/ages of children or dependents.</li> <li>• Questions regarding pregnancy, child birth, or birth control.</li> <li>• Name/address of relative, spouse or children of adult applicant.</li> </ul>
	<b>Race, Color, Sexual Orientation</b>	<ul style="list-style-type: none"> <li>• Questions to applicant's race, color, or sexual orientation.</li> <li>• Questions regarding applicant's complexion, color of eyes, hair or sexual orientation.</li> </ul>
	<b>Credit Report</b>	<ul style="list-style-type: none"> <li>• Any report which would indicate information which is otherwise illegal to ask, e.g., marital status, age, residency, etc.</li> </ul>



<b>GUIDELINES FOR EMPLOYMENT INQUIRIES - <i>Continued</i></b>		
<b>ACCEPTABLE</b>	<b>SUBJECT</b>	<b>UNACCEPTABLE</b>
Statement that a photograph may be required after employment.	<b>Physical description, photographs, fingerprints</b>	<ul style="list-style-type: none"> <li>• Questions as to applicant's height/weight.</li> <li>• Requiring applicant to affix a photograph to application or submit one at his/her option.</li> <li>• Require a photograph after interview but before employment.</li> </ul>
Employer may inquire if applicant can perform job-related functions.  Statement that employment offers may be made contingent upon passing a job-related mental/physical exam.	<b>Mental/Physical Disability, Mental Condition</b>	<ul style="list-style-type: none"> <li>• Any inquiry into the applicant's general health, medical condition, or mental/physical disability.</li> <li>• Requiring a psychological/medical examination of any applicant.</li> </ul>
A medical/psychological examination/inquiry may be made as long as the examination/inquiry is job-related and consistent with business necessity and all applicants for the same job classification are subject to the same examination/inquiry.	<b>Mental/Physical Disability, Medical Condition (Post-offer/pre-employment)</b>	<ul style="list-style-type: none"> <li>• Any inquiry into the applicant's general health, medical condition, or physical/mental disability, if not job related and consistent with business necessity.</li> </ul>
A medical/psychological examination/inquiry may be made as long as the examination is job-related and consistent with business necessity.	<b>Mental/Physical Disability, Medical Condition (Employees)</b>	<ul style="list-style-type: none"> <li>• Any inquiry into the applicant's general health, medical condition, or physical/mental disability, if not job related and consistent with business necessity.</li> </ul>
Job-related questions about convictions, except those convictions which have been sealed, or expunged, or statutorily eradicated.	<b>Arrest, Criminal Record</b>	<ul style="list-style-type: none"> <li>• General questions regarding arrest record.</li> </ul>
Questions regarding relevant skills acquired during U.S. Military service.	<b>Military Service</b>	<ul style="list-style-type: none"> <li>• General questions regarding military service such as dates/type of discharge.</li> <li>• Questions regarding service in foreign military.</li> </ul>
Requesting lists of job-related organizations, clubs or professional societies omitting indications of protected bases.	<b>Organizations, Activities</b>	<ul style="list-style-type: none"> <li>• General questions regarding organizations, clubs, societies and lodges.</li> </ul>
Name of persons willing to provide professional and/or character references for applicant.	<b>References</b>	<ul style="list-style-type: none"> <li>• Questions of applicant's former employer or acquaintances which elicit information specifying applicant's race, etc.</li> </ul>
Name and address of person to be notified in case of accident or emergency.	<b>Notice in case of emergency</b>	<ul style="list-style-type: none"> <li>• Name, address, and relationship of relative to be notified in case of accident or emergency.</li> </ul>

**BENEFIT ELIGIBILITY**  
Based on  
**EMPLOYMENT STATUS**

Hours/Week	Benefit
1-19	Worker's Compensation Coverage <sup>1</sup> , If they are working 30 days or more in the year, the employee will receive 3 days or 24 hours of short term sick
20-29	Worker's Compensation Coverage Prorated Vacation Accrual Prorated Paid Leave Accrual Retirement Benefits FMLA <sup>2</sup> Buy-in for Supplemental Life Insurance and Accidental Death & Dismemberment
30-37	Healthcare(Medical, mental health, chiropractic Only) Long Term Disability Worker's Compensation Coverage Prorated Vacation Accrual Prorated Paid Leave Accrual Retirement Benefits FMLA <sup>3</sup> Buy-in for Supplemental Life Insurance and Accidental Death & Dismemberment
38-40	Dependent tuition assistant (K-12 hourly, K-16 certificated/salary) Worker's Compensation Coverage Vacation Accrual Paid Leave Accrual Retirement Benefits FMLA Buy-in for Supplemental Life Insurance and Accidental Death & Dismemberment Long Term Disability Basic Life Insurance Healthcare(Medical, Mental Health, Chiropractic, Dental, Vision)

<sup>1</sup> Employee Classification determines rate to be charged

<sup>2</sup> Employed at least 12 months & worked 1,250 hours in past 12 months at SECC is eligible for 12 weeks unpaid leave

<sup>3</sup> Employed at least 12 months & worked 1,250 hours in past 12 months at SECC is eligible for 12 weeks unpaid leave



# Southeastern California Conference

## Certificated K-12 Employees Outline of Benefits

The following is a very general outline of employee benefits. Some benefits may vary according to employment status. Contact the Office of Education for more specific

BENEFITS	DEFINITIONS	ELIGIBILITY	AVAILABLE	PAID BY
<b>LEAVE/TIME OFF</b>				
Vacation	0 - 4 years = 2 weeks 5 - 9 year = 3 weeks 10 + years = 4 weeks (Refer to Green book)	Half time or more	Immediately	Employer
Holidays	Nine scheduled days.	Half time or more	Immediately	Employer
Paid Leave	10 days for personal illness and certain other events (see leave policy).	Half time or more	Immediately	Employer
Family Care & Medical Leave	Up to 12 weeks (unpaid) for the birth/adoption of child, care of sick child, spouse, parent or personal illness. Required to use accrued paid leave and vacation. Protects for like position and medical benefits.	Half time or more	After 12 months	Employer
Funeral Leave	Three days off with pay in the event of death in the immediate family.	Half time or more	Immediately	Employer
Jury Duty	Up to 10 days if called to serve.	Half time or more	Immediately	Employer
<b>MEDICAL</b>				
Medical/Mental/Prescription	Employees have an option to join ARM or Kaiser. Dependents up to age 26	Full time	Immediately	Employer
Vision Coverage (HCAP)	Examinations, prescription eye glasses and contacts. Dependents up to age 24	Full time	Immediately	Employer
Dental Coverage (Delta Dental)	Covers basic, preventive and some orthodontia. Dependents up to age 24	Full time	Immediately	Employer
Confidential Counseling	Anonymous counseling service.	Full time	Immediately	Employer
<b>EDUCATION BENEFITS</b>				
Dependent Tuition Assistance	35% day students; 70% dorm students tuition & fees. SDA Institutions only. Up to age 24 (see handbook for details)	Full time	Immediately	Employer
Professional Growth	12 units of tuition free classes per year at La Sierra University or Pacific Union College.	Full time	Immediately	Employer
<b>GOVERNMENT MANDATED</b>				
Workers' Compensation	Medical benefits & income provided during work related illness or injury. Must be reported.	All employees	Immediately	Employer
Social Security	Deductions are paid into the United States Social Security Administration. Licensed ministers upon request.	All employees Ministers excluded	Immediately	Employer/ Employee

<b>BENEFITS</b>	<b>DEFINITIONS</b>	<b>ELIGIBILITY</b>	<b>AVAILABLE</b>	<b>PAID BY</b>
<b>RETIREMENT</b>				
Retirement Plan	1) Defined Benefit Plan. Vesting 10 years full-time service credit.	Employed prior to 2000	age 59 1/2 or normal retirement	Employer
Retirement Plan	2) Defined Contribution Plan. Vesting 3 years full-time employment.	Half time or more	age 59 1/2 Employee	Employer/
Tax Sheltered Annuity	Savings set aside for retirement by pre-tax deduction.	Half time or more	Immediately	Employee
<b>FINANCIAL/INSURANCES</b>				
Short Term Disability (STD)	AFLAC - Income provided after third day of illness or injury. Purchased through payroll deduction	Half time or more	Immediately	Employee
Long Term Disability (LTD)	VOYA- Income provided during extended period of illness or injury. 90 day elimination period.	Three quarter time or more	After 90 days	Employer
Survivors Benefits	VOYA - \$100,000 or \$50,000 employee, \$50,000 or \$2,000 spouse, \$10,000 or \$2000 children in the event of death.	Full time	Immediately	Employer
Life Insurance	VOYA - a voluntary supplemental life insurance available through payroll deduction.	Half time or more	Immediately	Employee
Accident Insurance	VOYA - a voluntary accidental death and dismemberment insurance through payroll deduction.	Half time or more	Immediately	Employee
Supplemental Insurance	AFLAC - a voluntary supplemental insurance in areas such as cancer coverage, hospital intensive care, short term disability and flexible spending account. Purchased through payroll deduction	Half time or more	Immediately	Employee
Flex One	Flexible spending account for dependent care and unreimbursed medical on pre-tax basis. Purchased through payroll deduction.	All employees	Immediately	Employee
Credit Union	Membership to La Loma Federal Employees Credit Union	All employees	Immediately	Employee
Pre-Paid Legal	Provides limited legal services on a pre-paid basis. Purchased through payroll deduction.	All employees	Immediately	Employee
Auto Insurance Subsidy with proof of minimum limit requirements per NAD policy	Bi-yearly for Principals and CDC Directors	Full time	Immediately	Employer
Discount Tickets	Information on discount to many Southern California Attractions.	All employees	Immediately	SECC



# Southeastern California Conference

## Classified Employees Outline of Benefits

The following is a very general outline of non-exempt employee benefits. Some benefits may vary according to employment status. Contact the Department of Education for

BENEFITS	DEFINITIONS	ELIGIBILITY	AVAILABLE	PAID BY																
<b>LEAVE/TIME OFF</b>																				
Paid Leave Bank	10 days for personal illness and certain other events (see leave policy) accrued at a rate of .046 per hour worked.	Half time or more	Immediately	Employer																
Vacation	<table><tr><td><u>Years of Service</u></td><td><u>Vacation Time/yr</u></td><td><u>Accrual Rate/hr</u></td><td><u>*Maximum Accrual</u></td></tr><tr><td>0-4 years</td><td>76 hours</td><td>.109615</td><td>285</td></tr><tr><td>5-9 years</td><td>114 hours</td><td>.128846</td><td>323</td></tr><tr><td>10 + years</td><td>152 hours</td><td>.148077</td><td>361</td></tr></table> (Part of Paid Leave Bank) * The maximum accrual includes 76 hours of carry-over	<u>Years of Service</u>	<u>Vacation Time/yr</u>	<u>Accrual Rate/hr</u>	<u>*Maximum Accrual</u>	0-4 years	76 hours	.109615	285	5-9 years	114 hours	.128846	323	10 + years	152 hours	.148077	361	Half time or more	Immediately	Employer
<u>Years of Service</u>	<u>Vacation Time/yr</u>	<u>Accrual Rate/hr</u>	<u>*Maximum Accrual</u>																	
0-4 years	76 hours	.109615	285																	
5-9 years	114 hours	.128846	323																	
10 + years	152 hours	.148077	361																	
Holidays	Up to 9 scheduled days. Availability according to school schedule.	Half time or more	Immediately	Employer																
Personal Business Day	One personal day off with pay each year. (Part of Paid Leave bank)	Half time or more	Immediately	Employer																
Family Care & Medical Leave	Up to 12 weeks (unpaid) for the birth/adoption of child, care of sick child, spouse, parent or personal illness. Protects like position and medical. Up to 1/2 yearly sick leave accrual may be used. Vacation time required.	Half time or more	(have worked 1,250 hours)	Employer																
Funeral Leave	Three days off with pay in the event of death in the immediate family.	Half time or more	Immediately	Employer																
Jury Duty	Up to 10 days if called to serve.	Half time or more	Immediately	Employer																
<b>MEDICAL</b>																				
Medical/Mental/Prescription	Employees have an option to join ARM or Kaiser. Employees have the option to buy-in to cover dependents (Spouse/Children to age 26)	Full time	Immediately Immediately	Employer Employee																
Vision Coverage (HCAP)	Examinations, prescription eye glasses and contacts. Employees have the option to buy-in to cover dependents (Spouse/Children to age 24)	Full time	Immediately Immediately	Employer Employee																
Dental Coverage (Delta Dental)	Covers basic, preventive and some orthodontia. Employees have the option to buy-in to cover dependents (Spouse/Children to age 24)	Full time	Immediately Immediately	Employer Employee																
<b>EDUCATION BENEFITS</b>																				
Dependent Tuition	Eligible for 35% tuition discount in SECC K-12 school.	Full time	Immediately	Employer																
<b>GOVERNMENT MANDATED</b>																				
Workers' Compensation	Medical benefits & income provided during work related illness or injury. Must be reported.	All employees	Immediately	Employer																
Social Security	Deductions are paid into the United States Social Security Administration. Licensed ministers upon request.	All employees	Immediately	Employer/ Employee																

BENEFITS	DEFINITIONS	ELIGIBILITY	AVAILABLE	PAID BY
<b>RETIREMENT</b>				
Retirement Plan	1) Defined Benefit Plan. Vesting 10 years full-time service credit.	Employed prior to 2000	age 59 1/2 or normal retirement	SECC
Retirement Plan	2) Defined Contribution Plan. Vesting 3 years full-time employment. or normal retirement	Half time or more	age 59 1/2 Employee	SECC/
Tax Sheltered Annuity	Savings set aside for retirement by pre-tax deduction.	Half time or more	Immediately	Employee
<b>FINANCIAL/INSURANCES</b>				
Short Term Disability (STD)	AFLAC - Income provided after third day of illness or injury. Purchased through payroll deduction	Half time or more	Immediately	Employee
Long Term Disability	VOYA- Income provided during extended period of illness (LTD) or injury. 90 day elimination period.	Three quarter time or more	After 90 days	SECC
Survivors Benefits	VOYA - \$100,000 or \$50,000 employee, \$50,000 or \$2,000 spouse, \$10,000 or \$2000 children in the event of death.	Full time	Immediately	SECC
Life Insurance	VOYA- a voluntary supplemental life insurance available through payroll deduction.	Half time or more	Immediately	Employee
Accident Insurance	VOYA - a voluntary accidental death and dismemberment insurance through payroll deduction.	Half time or more	Immediately	Employee
Supplemental Insurance	AFLAC - a voluntary supplemental insurance in areas such as cancer coverage, hospital intensive care, short term disability and flexible spending account. Purchased through payroll deduction	Half time or more	Immediately	Employee
Flex One	Flexible spending account for dependent care and unreimbursed medical on pre-tax basis. Purchased through payroll deduction.	All employees	Immediately	Employee
Credit Union	Membership to La Loma Federal Employees Credit Union	All employees	Immediately	Employee
Pre-Paid Legal	Provides limited legal services on a pre-paid basis. Purchased through payroll deduction.	All employees	Immediately	Employee
Discount Tickets	Information for discounts to many Southern California attractions	All employees	Immediately	SECC
SECC = Southeastern California Conference				



# Southeastern California Conference

## Exempt Employees Outline of Benefits

The following is a very general outline of Salary non-education employee benefits. Some benefits may vary according to employment status. Refer to the Employee Handbook or

BENEFITS	DEFINITIONS	ELIGIBILITY	AVAILABLE	PAID BY
<b>LEAVE/TIME OFF</b>				
Vacation	0 - 4 years = 10 days 5 - 9 year = 15 days 10 + years = 20 days (Accrual begins immediately)	Half time or more	Immediately	Employer
Holidays	Nine scheduled days paid at regular time.	Half time or more	Immediately	Employer
Personal Business Day	One personal day off with pay each year paid at regular time.	Half time or more	After 1 year	Employer
Sick Leave	Income coverage for extended illness up to 90 days. Sick leave runs concurrent with FMLA and elimination for Long Term Sick policy	Half time or more	Immediately	Employer
Family Care & Medical Leave	Up to 12 weeks (unpaid) for the birth/adoption of child, care of sick child, spouse, parent or personal illness. Required to use accrued vacation Protects for like position and medical benefits.	Half time or more	After 12 months	Employer
Military/Reserve	Time off for military service. Protects for like position and medical		Immediately	Unpaid
Funeral Leave	Three days off with pay in the event of death in the immediate family.	Half time or more	Immediately	Employer
Jury Duty	Up to 10 days if called to serve.	Half time or more	Immediately	Employer
<b>MEDICAL</b>				
Medical/Mental/Prescription	Employees have an option to join ARM or Kaiser. Dependents up to age 26	Full time	Immediately	Employer
Vision Coverage (HCAP)	Examinations, prescription eye glasses and contacts. Dependents up to age 24	Full time	Immediately	Employer
Dental Coverage (Delta Dental)	Covers basic, preventive and some orthodontia. Dependents up to age 24	Full time	Immediately	Employer
Confidential Counseling	Anonymous counseling service.	Full time	Immediately	Employer
<b>EDUCATION BENEFITS</b>				
Dependent Tuition Assistance	35% day students; 70% dorm students tuition & fees. SDA Institutions only. Up to age 24 (see handbook for details)	Full time	Immediately	Employer
Professional Growth	Some funds available through departmental budget. Ministers contact the Ministerial Department.	Full time	Immediately	Employer
<b>GOVERNMENT MANDATED</b>				
Workers' Compensation	Medical benefits & income provided during work related illness or injury. Must be reported.	All employees	Immediately	Employer

<b>BENEFITS</b>	<b>DEFINITIONS</b>	<b>ELIGIBILITY</b>	<b>AVAILABLE</b>	<b>PAID BY</b>
<b>GOVERNMENT MANDATED Cont.</b>				
Social Security	Deductions are paid into the United States Social Security Administration. Licensed ministers upon request.	All employees Ministers excluded	Immediately	Employer/ Employee
<b>RETIREMENT</b>				
Retirement Plan	1) Defined Benefit Plan. Vesting 10 years full-time service credit.	Employed prior to 2000	age 59 1/2 or normal retirement	Employer
Retirement Plan	2) Defined Contribution Plan. Vesting 3 years full-time employment.	Half time or more or normal retirement	age 59 1/2	Employer/ Employee
Tax Sheltered Annuity	Savings set aside for retirement by pre-tax deduction.	Half time or more	Immediately	Employee
<b>FINANCIAL/INSURANCES</b>				
Short Term Disability (STD)	AFLAC - Income provided after third day of illness or injury. Purchased through payroll deduction	Half time or more	Immediately	Employee
Long Term Disability (LTD)	VOYA- Income provided during extended period of illness or injury. 90 day elimination period.	Three quarter time or more	After 90 days	Employer
Survivors Benefits	VOYA - \$100,000 or \$50,000 employee, \$50,000 or \$2,000 spouse, \$10,000 or \$2000 children in the event of death.	Full time	Immediately	Employer
Life Insurance	VOYA - a voluntary supplemental life insurance available through payroll deduction.	Half time or more	Immediately	Employee
Accident Insurance	VOYA - a voluntary accidental death and dismemberment insurance through payroll deduction.	Half time or more	Immediately	Employee
Supplemental Insurance	AFLAC - a voluntary supplemental insurance in areas such as cancer coverage, hospital intensive care, short term disability and flexible spending account. Purchased through payroll deduction	Half time or more	Immediately	Employee
Flex One	Flexible spending account for dependent care and unreimbursed medical on pre-tax basis. Purchased through payroll deduction.	All employees	Immediately	Employee
Credit Union	Membership to La Loma Federal Employees Credit Union	All employees	Immediately	Employee
Pre-Paid Legal	Provides limited legal services on a pre-paid basis. Purchased through payroll deduction.	All employees	Immediately	Employee
Moving Assistance	Relocation & travel allowance (special terms apply)	Full time	Immediately	Employer
Sabbatical	Up to 3 months Sabbatical time available for Ministers. (Contact the Ministerial Director)	Full time	After 2 Years	Employer
Auto Insurance Subsidy	Bi-yearly for Pastors, Office Directors, Associate Directors with proof of minimum limit requirements.	Half time or more	Immediately	Employer





# Southeastern California Conference

## Hour-Time Employees Outline of Benefits (non-education)

The following is a very general outline of non-exempt employee benefits. Some benefits may vary according to employment status. Refer to the Employee Handbook or contact

BENEFITS		DEFINITIONS	ELIGIBILITY	AVAILABLE	PAID BY															
LEAVE/TIME OFF																				
Paid Leave Bank	Bank for hourly paid employees that accumulates hours for vacation, holidays, personal business, and short term illness.		Half time or more	Immediately	Employer															
Vacation	<table><tr><td>Years of Service</td><td>Vacation Time/yr</td><td>Accrual Rate/hr</td><td>*Maximum Accrual</td></tr><tr><td>0-4 years</td><td>76 hours</td><td>.109615</td><td>285</td></tr><tr><td>5-9 years</td><td>114 hours</td><td>.128846</td><td>323</td></tr><tr><td>10 + years</td><td>152 hours</td><td>.148077</td><td>361</td></tr></table> (Part of Paid Leave Bank) * The maximum accrual includes 76 hours of carry-over	Years of Service	Vacation Time/yr	Accrual Rate/hr	*Maximum Accrual	0-4 years	76 hours	.109615	285	5-9 years	114 hours	.128846	323	10 + years	152 hours	.148077	361	Half time or more	Immediately	Employer
Years of Service	Vacation Time/yr	Accrual Rate/hr	*Maximum Accrual																	
0-4 years	76 hours	.109615	285																	
5-9 years	114 hours	.128846	323																	
10 + years	152 hours	.148077	361																	
Holidays	Nine scheduled days. (Part of Paid Leave Bank)		Half time or more	As accrued	Employer															
Personal Business Day	One personal day off with pay each year. (Part of Paid Leave bank)		Half time or more	As accrued	Employer															
Extended Sick Leave Bank	Bank accumulates hours for extended illness.		Half time or more	As accrued	Employer															
Family Care & Medical Leave	Up to 12 weeks (unpaid) for the birth/adoption of child, care of sick child, spouse, parent or personal illness. Protects like position and medical. Up to 1/2 yearly sick leave accrual may be used. Vacation time required.		Half time or more	(have worked 1,250 hours)	Employer															
Funeral Leave	Three days off with pay in the event of death in the immediate family.		Half time or more	Immediately	Employer															
Jury Duty	Up to 10 days if called to serve.		Half time or more	Immediately	Employer															
MEDICAL																				
Medical/Mental/Prescription	Employees have an option to join ARM or Kaiser. Dependents up to age 26		Full time	Immediately	Employer															
Vision Coverage (HCAP)	Examinations, prescription eye glasses and contacts. Dependents up to age 24		Full time	Immediately	Employer															
Dental Coverage (Delta Dental)	Covers basic, preventive and some orthodontia. Dependents up to age 24		Full time	Immediately	Employer															
EDUCATION BENEFITS																				
Dependent Tuition	Eligible for 35% tuition discount in SECC K-12 school.		Full time	Immediately	Employer															
GOVERNMENT MANDATED																				
Workers' Compensation	Medical benefits & income provided during work related illness or injury. Must be reported.		All employees	Immediately	Employer															
Social Security	Deductions are paid into the United States Social Security Administration. Licensed ministers upon request.		All employees	Immediately	Employer/ Employee															

Updated 2015

<b>BENEFITS</b>	<b>DEFINITIONS</b>	<b>ELIGIBILITY</b>	<b>AVAILABLE</b>	<b>PAID BY</b>
<b>RETIREMENT</b>				
Retirement Plan	1) Defined Benefit Plan. Vesting 10 years full-time service credit.	Employed prior to 2000	age 59 1/2 or normal retirement	Employer
Retirement Plan	2) Defined Contribution Plan. Vesting 3 years full-time employment. or normal retirement	Half time or more	age 59 1/2 Employee	Employer/
Tax Sheltered Annuity	Savings set aside for retirement by pre-tax deduction.	Half time or more	Immediately	Employee
<b>FINANCIAL/INSURANCES</b>				
Short Term Disability (STD)	AFLAC - Income provided after third day of illness or injury. Purchased through payroll deduction	Half time or more	Immediately	Employee
Long Term Disability (LTD)	VOYA- Income provided during extended period of illness or injury. 90 day elimination period.	Three quarter time or more	After 90 days	Employer
Survivors Benefits	VOYA - \$100,000 or \$50,000 employee, \$50,000 or \$2,000 spouse, \$10,000 or \$2000 children in the event of death.	Full time	Immediately	Employer
Life Insurance	VOYA - a voluntary supplemental life insurance available through payroll deduction.	Half time or more	Immediately	Employee
Accident Insurance	VOYA - a voluntary accidental death and dismemberment insurance through payroll deduction.	Half time or more	Immediately	Employee
Supplemental Insurance	AFLAC - a voluntary supplemental insurance in areas such as cancer coverage, hospital intensive care, short term disability and flexible spending account. Purchased through payroll deduction	Half time or more	Immediately	Employee
Flex One	Flexible spending account for dependent care and unreimbursed medical on pre-tax basis. Purchased through payroll deduction.	All employees	Immediately	Employee
Credit Union	Membership to La Loma Federal Employees Credit Union	All employees	Immediately	Employee
Pre-Paid Legal	Provides limited legal services on a pre-paid basis. Purchased through payroll deduction.	All employees	Immediately	Employee
Discount Tickets	Information for discounts to many Southern California attractions	All employees	Immediately	Employer

## UNDERSTANDING YOUR HEALTH CARE ASSISTANCE PLAN

### **WHO IS ELIGIBLE?**

You are eligible to participate in the Health Care Assistance Plan (HCAP) if you are currently employed on a full-time (38 hrs/wk or 1.00 FTE) basis. You are also eligible to participate if you are currently a seminary student who is being sponsored by your conference. Your spouse and dependent children may be covered by the Plan if they meet the eligibility requirements. However, no person may be covered at the same time both as an employee and dependent. To determine your eligibility please contact the Human Resources Department to review the complete eligibility rules and participation requirements outlined in the current Plan document.

### **WHAT ELSE SHOULD I KNOW?**

Please note that this is a summary of the benefits as covered under HCAP effective January 1, 2001. This bulletin should answer most of your questions about the Plan. However, this bulletin does not fully describe all of the benefits of the SECC HCAP plan, limitations, and exclusions. For more details or to obtain further information, contact the HR Department.

<b>PLAN BENEFITS</b> <b>(January 1, 2015 – December 31, 2015)</b>	
<b>Hearing Care</b>	<ul style="list-style-type: none"><li>• Paid at 80% of charges</li></ul>
<b>Refractive Eye Surgery</b>	<ul style="list-style-type: none"><li>• Paid at 80% of charges</li><li>• \$2,400 maximum payable lifetime</li></ul>
<b>Vision Care</b>	Necessary vision care may be provided for Refractive eye examinations; prescription eye glasses; prescription eye glass frames; contact lenses <ul style="list-style-type: none"><li>• Paid at 80% of charges</li><li>• \$560 Maximum Payable per Plan Year</li></ul>

## UNDERSTANDING YOUR CHIROPRACTIC COVERAGE

*Chiropractic care is covered through your health insurance plan (ARM or Kaiser)*

<b>Chiropractic Care</b>	<b>ARM Members</b> <ul style="list-style-type: none"><li>• Does not require PPO utilization</li><li>• 30 visits per year</li><li>• Limited to spinal manipulation</li><li>• One annual office visit and x-ray</li><li>• Must be age 11 or older</li><li>• 20% copay per visit</li></ul> <b>Kaiser Members</b> <p>Chiropractic coverage is provided by American Specialty Health Insurance Company (ASHN).</p> <ul style="list-style-type: none"><li>• There is no out-of-network chiropractic coverage available.</li><li>• Go here: <a href="http://www.ashcompanies.com/applications/ProviderSearch/Default.aspx">http://www.ashcompanies.com/applications/ProviderSearch/Default.aspx</a> to find a chiropractor in your area.</li><li>• 40 visits per year</li><li>• \$15 copay per visit</li></ul>
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# **EMPLOYMENT POLICY**

## **SECC WAGE & HOUR SUMMARY**

### **Regular Workweek**

#### **RECORDING TIME**

All hourly, non-exempt employees must record all hours worked on a timecard or according to the time-keeping system in place at the work site. Employees must accurately record the actual time and hours worked. You may not work off the clock. Time is recorded by entering the time you begin work, the time you clock out for your meal period, the time you return to work following the meal period, and the time you end your workday.

At the end of the pay period the employee and the supervisor should review the hours and **both must sign** the timecard. Employees must submit timecards to payroll according to the Southeastern California Conference pay date schedule. Please be advised that a timecard or any document that contains incorrect or inaccurate information must never be signed. Failure to properly record time worked may lead to disciplinary action including immediate termination.

#### **REST PERIODS**

All hourly, non-exempt employees are permitted to take a rest period, which insofar as practicable are in the middle of each work period. The authorized rest period shall be based on ten (10) minutes rest time per each period of four (4) hours worked. Employees whose total daily work time is less than three and one-half hours are not permitted breaks. Breaks are taken with the knowledge of the supervisor, away from the immediate place of work, remaining on the premises of the employer. Authorized rest period time shall be counted as hours worked. Supervisors must be made aware when the employee takes their break.

#### **MEAL PERIODS**

All hourly, non-exempt employees that work for a period of more than five (5) hours are provided a duty-free meal period of not less than 30 minutes and are free to leave the premises (except that when a work period of not more than six (6) hours will complete the day's work, the meal period may be waived by mutual written consent of the employer and employee). The meal period must begin no later than five (5) hours into the employee's shift (e.g., work begins at 8:00 a.m. then the meal period must begin **before** 1:00 p.m.). The goal shall be that all employees begin their meal period no later than four and one half (4 1/2) hours into their shift.

Should an employee work ten (10) or more hours in a day, the employee is provided a second duty-free meal period of not less than 30 minutes, and must be taken prior to the beginning of the 10<sup>th</sup> hour of work. If the total hours worked in the day are no more than twelve (12) hours, the second meal period may be waived, in writing, provided that the first meal period is not waived.

Meal periods must be taken away from the immediate place of work and should be coordinated with supervisors. The meal period is taken off the clock and is not paid.

#### **REPORTING REQUIREMENTS**

Non-exempt employees are relieved of all work duties during their meal and rest periods. Employees must record their meal periods by clocking out at the beginning of the meal period and clocking in before beginning work following the meal period. The meal period must be at least 30 minutes.

In the event you did not receive an uninterrupted meal period you must advise your supervisor and indicate on your time card and secure the signature of your immediate supervisor prior to the end of the work day. Supervisors will be notified by email each time an employee clocks out for a meal period after the commencement of the 5<sup>th</sup> hour of work or misses a meal period. A notation must be made in the time clock system to explain the reason for each missed meal period and approved by both employee and the supervisor.

If any supervisor or manager impedes or discourages you from taking a meal or rest period, you must notify Human Resources immediately so appropriate corrective action may be taken.

Failure to comply with the meal period or any policy could result in disciplinary action, including and up to termination.

#### **WORK DAY AND WEEK DEFINED**

The work day begins at midnight and ends at 11:59 p.m. The work week begins at midnight on Sunday and ends at 11:59 p.m. on Saturday.

#### **OVERTIME**

Overtime will be compensated in accordance with the California Wage & Hour overtime standards. Overtime is based strictly on hours worked, not hours paid. Hours taken from paid leave and sick banks as well as hours paid for funeral leave, jury duty, or 'gift' days are not considered hours worked in the calculation of overtime.

All overtime must be authorized in advance by the supervisor. Non-exempt employees who have been requested to and/or have permission to work in excess of 8 hours in a day or 40 hours in one workweek or the first eight (8) hours on the seventh consecutive day of work in the work week, will be compensated at time and one-half the employees regular rate of pay.

Double time will be compensated in accordance with the California Wage & Hour overtime standards. Non-exempt employees working in excess of twelve (12) hours per day or in excess of eight (8) on the seventh consecutive day of work in the work week will be compensated at double the employee's regular rate of pay.

#### **MAKEUP TIME**

Makeup time allows non-exempt employees to request time off for a personal obligation and make up work time without receiving overtime pay. Makeup time may not be solicited by the employer, must be requested in writing and agreed upon with the supervisor in advance, and work time must be made up within the same work week. The employee may not work more than 11 hours on another workday, and no more than 40 hours in a workweek to make up the time off. Makeup Time Request Forms are available in the Human Resources Department or on our website [www.secchr.adventistfaith.org](http://www.secchr.adventistfaith.org).

## **SECC WAGE & HOUR SUMMARY**

### **4-Day Alternative Workweek**

#### **RECORDING TIME**

All hourly, non-exempt employees must record all hours worked on a timecard or according to the time-keeping system in place at the work site. Employees must accurately record the actual time and hours worked. You may not work off the clock. Time is recorded by entering the time you begin work, the time you clock out for your meal period, the time you return to work following the meal period, and the time you end your workday.

At the end of the pay period the employee and the supervisor should review the hours and **both must sign** the timecard. Employees must submit timecards to payroll according to the Southeastern California Conference pay date schedule. Please be advised that a timecard or any document that contains incorrect or inaccurate information must never be signed. Failure to properly record time worked may lead to disciplinary action including immediate termination.

#### **REST PERIODS**

All hourly, non-exempt employees are permitted to take a rest period, which insofar as practicable are in the middle of each work period. The authorized rest period shall be based on ten (10) minutes rest time per each period of four (4) hours worked. Employees whose total daily work time is less than three and one-half hours are not permitted breaks. Breaks are taken with the knowledge of the supervisor, away from the immediate place of work, remaining on the premises of the employer. Authorized rest period time shall be counted as hours worked. Supervisors must be made aware when the employee takes their break.

#### **MEAL PERIODS**

All hourly, non-exempt employees that work for a period of more than five (5) hours are provided a duty-free meal period of not less than 30 minutes and are free to leave the premises (except that when a work period of not more than six (6) hours will complete the day's work, the meal period may be waived by mutual written consent of the employer and employee). The meal period must begin no later than five (5) hours into the employee's shift (e.g., work begins at 8:00 a.m. then the meal period must begin **before** 1:00 p.m.). The goal shall be that all employees begin their meal period no later than four and one half (4 1/2) hours into their shift.

Should an employee work ten (10) or more hours in a day, the employee is provided a second duty-free meal period of not less than 30 minutes, and must be taken prior to the beginning of the 10<sup>th</sup> hour of work. If the total hours worked in the day are no more than twelve (12) hours, the second meal period may be waived, in writing, provided that the first meal period is not waived.

Meal periods must be taken away from the immediate place of work and should be coordinated with supervisors. The meal period is taken off the clock and is not paid.

#### **REPORTING REQUIREMENTS**

Non-exempt employees are relieved of all work duties during their meal and rest periods. Employees must record their meal periods by clocking out at the beginning of the meal period and clocking in before beginning work following the meal period. The meal period must be at least 30 minutes.

In the event you did not receive an uninterrupted meal period you must advise your supervisor and indicate on your time card and secure the signature of your immediate supervisor prior to the end of the work day. Supervisors will be notified by email each time an employee clocks out for a meal period after the commencement of the 5<sup>th</sup> hour of work or misses a meal period. A notation must be made in the time clock system to explain the reason for each missed meal period and approved by both employee and the supervisor.

If any supervisor or manager impedes or discourages you from taking a meal or rest period, you must notify Human Resources immediately so appropriate corrective action may be taken.

Failure to comply with the meal period or any policy could result in disciplinary action, including and up to termination.

#### **WORK DAY AND WEEK DEFINED**

The work day begins at midnight and ends at 11:59 p.m. The Alternative Work Week begins at midnight on Monday and ends at 11:59 p.m. on Thursday.

#### **OVERTIME**

Overtime will be compensated in accordance with the California Wage & Hour overtime standards. All overtime must be authorized in advance by the supervisor. Non-exempt employees who have been requested to and/or have permission to work in excess of 10 hours in a day, 40 hours in one workweek, or on days worked outside of their regular, defined work week, will be compensated at time and one-half the employee's regular rate of pay.

Double time will be compensated in accordance with the California Wage & Hour overtime standards. Non-exempt employees under an alternative work week schedule, working in excess of twelve (12) hours per day and hours or in excess of eight hours on days other than those regularly scheduled by the Alternative Work Week Schedule will be compensated at double the employee's regular rate of pay.

#### **MAKEUP TIME**

Makeup time allows non-exempt employees to request time off for a personal obligation and make up work time without receiving overtime pay. Makeup time may not be solicited by the employer, must be requested in writing and agreed upon with the supervisor in advance, and work time must be made up within the same work week. The employee may not work more than 11 hours on Monday through Thursday, no more than 8 hours on a day outside the alternative work week schedule, or no more than 40 hours in a workweek to make up the time off. Makeup Time Request Forms are available in the Human Resources Department or at [www.secchr.adventistfaith.org](http://www.secchr.adventistfaith.org).

## 316 DISCIPLINARY & TERMINATION PROCEDURES

The purpose of the disciplinary policy is to provide a means of addressing unacceptable practices or performances and to assist the employee in correcting the problem and achieving success in the job. If disciplinary measures are to be imposed, it is essential that the supervisor or administrator involved first investigate the facts, maintain confidentiality, use corrective rather than punitive action and respect the dignity of the employee. In consultation with the Human Resources Director, the following steps are available to the supervisor and/or administrator, whenever unacceptable practices or performances occur:

1. *Verbal Warning*- The immediate supervisor will speak to the employee regarding a problem and explain the corrective action given. A written record of the date, those present and the content of the discussion should be kept by the supervisor.

2. *Written Warning* - If problems continue, a formal written warning stating the extent of the problem, suggested course( s) of action, and the time period for resolution should be prepared by the immediate supervisor. Prior to giving the document to the employee it must be reviewed by the Human Resources Director. The written warning should also advise the employee of the consequences if the problem continues. The written warning should allow space for the employee's comments, the date and the employee's signature. The employee should be advised that his/her signature indicates that the information was discussed and a copy given to them and not necessarily that he/she agrees with the contents of the document. If the employee refuses to sign the document, another supervisor or administrator should sign as a witness that the employee refused to sign but was provided a copy of the document. The original document must be sent to the Human Resources Department to be placed in the employee's official personnel file and a copy should be provided to the employee.

3. *Follow-up Review*-At the end of the noted time period during which correction or improvement was expected, the Human Resources Director must be informed if the desired improvement has not been met. Another meeting between the immediate supervisor and the employee should be held, wherein the supervisor discusses the results or improvement since the initial written warning. A written confirmation of the discussion, agreement and future expectations should be provided to the employee, with a copy sent to the Human Resource Department to be placed in the employee's official personnel file.

4. *Additional Discipline* - If the desired improvement has not been reached during the time stated on the written warning or follow up, the Human Resources Director will inform the Conference Officers of the status of the employee's progress or lack thereof. Upon review of the matter, the Conference Officers may choose an appropriate level of discipline, based on the severity of the offense, including but not limited to, administrative leave( s) with or without pay, suspension, probation or termination. A meeting with the employee will be held in which the employee is advised of the Conference Officers recommended and imposed action. A letter will be sent to the employee by the Human Resources Director confirming the discussion of the meeting and stating the disciplinary status, if any. A copy shall be maintained in the employee's official personnel file.

5. *Release* - If disciplinary or corrective measures have failed to remedy the situation and if termination seems to be appropriate, the matter shall be forwarded to the Human Resources Director. Employees terminated will receive the full pay earned at the time of discharge. Gross violation of conduct may result in immediate termination.

The procedures outlined above are for guideline purposes only and may be changed or omitted by the employer without notice. Nothing contained herein is intended to nor should it be construed to limit or alter the at-will employment status of each employee.

## **317 GRIEVANCE POLICY**

Wherever people work together, misunderstandings may occur because of differences in personality and viewpoint, communication problems, and work pressures. The Conference encourages all misunderstandings to be handled at the department level whenever possible. The Human Resources Department is always available, however, to assist departments and employees in resolving misunderstandings.

The Conference has established a procedure to allow employees an opportunity to voice any concerns they may have as to the identification and solution of differences regarding wages, hours, or working conditions.

The following steps are provided to all employees:

**Step 1:** Employee should first raise any problems verbally with the immediate supervisor. If the problem is not resolved by this process, the employee should consult verbally with the department head.

**Step 2:** If the problem is still not resolved, an employee may file a written complaint with the Human Resources Department. The Human Resources Director will review and investigate the grievance and endeavor to provide the employee with a response within ten (10) working days from receipt of the grievance.

**Step 3:** Grievance Committee- If the previous steps do not resolve the issue, the employee has the right to ask for a hearing before the Personnel Committee which shall forward its recommendation to Conference Executive Committee. Conference Executive Committee's evaluation and resolution of the problem will be considered final and binding.

## **318 SEXUAL HARASSMENT POLICY**

As representatives of Christ here on earth, employees of the Southeastern California Conference are to model themselves Christ-like in every action, thought, and deed. "Purity is demanded not only in the outward life, but in the secret intents and emotions of the heart."

Patriarchs & Prophets, p. 308.

We are instructed to honor and uplift one another. As such one must never place another worker in a position of embarrassment or disrespect/ harassment due to sexual gestures, pictures, or comments. To do so would be a violation of God's law and the law of the land which protects human rights in the workplace.



**Title VII of the Civil Rights Act (1964)**, administered by the U.S. Equal Employment Opportunity Commission (EEOC) has issued guidelines which relate to sexual harassment as follows:

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

Specific examples of the above mentioned sexual harassment guidelines may include, but are not limited to, the following:

1. verbal harassment or abuse (e.g. degrading comments, propositions, jokes, tricks, pictures, posters, etc.);
2. subtle pressure or requests for sexual favors or activity;
3. Unnecessary or inappropriate touching of an individual (e.g. patting, pinching, hugging, repeated brushing against another individual's body, etc.)
4. the threat, suggestion, or action making the individual's job, future promotions, wages, or any terms and conditions of employment dependent on whether or not he/she submits to sexual demands or tolerate sexually related harassment.

The Southeastern California Conference recognizes its responsibility to all employees to maintain a working environment free from sexual harassment. To achieve this goal, certain appropriate methods are utilized to alert employees of this issue. In order to do this, all employees are made aware that sexual harassment violates the law and is prohibited by the Southeastern California Conference. Further, each employee is advised that appropriate sanctions will be utilized if sexual harassment is found to have occurred.

Sexual harassment at the Southeastern California Conference will not be tolerated in any form. If an employee encounters verbal or physical sexual harassment from supervisors, fellow employees, clients or non-employees on the premise, the following steps should be taken immediately:

1. The complainant should report the incident( s) to the department director or Human Resources Director immediately. In lieu of the Human Resources Director, the individual may be designated by Administration. Originally the complaint may be made verbally or in writing. If a verbal complaint is received, the employee should be asked to reduce it to writing. A discussion should be conducted in an objective and thorough manner with both parties and both parties should be notified not to discuss the matter elsewhere due to the confidentiality of the complaint and the investigation process.
2. The Human Resources Director, or designee, will talk confidentially to all involved persons and determine whether an act of unwanted sexual harassment did occur. Written statements will be obtained as appropriate. If it is determined the complaint is valid, immediate and appropriate disciplinary action will be taken. Depending on the severity of the harassment, discipline may include a written warning, relocation, suspension or termination.

3. The Human Resources Director, or designee, will then notify the complainant and explain that appropriate corrective action has been taken.

4. All employees of the Southeastern California Conference who are aware of incidents of sexual harassment in the workplace are responsible for reporting such incidents immediately to the Human Resources Director, or designee, supervisor, department head, or another official for investigation.

## **318.1 HARASSMENT**

Harassment of any kind is unacceptable behavior at SECC. We expect all employees to respect and uplift one another and to abide by God's Law which protects human rights. SECC will not tolerate harassment and doing so can lead to termination. If an employee is affected, the process to follow is the same as the one described above under the Sexual Harassment Policy.

## **319 SEXUAL MISCONDUCT/CHILD ABUSE**

It is the policy of the Southeastern California Conference of Seventh-day Adventists to educate employees on signs and symptoms, do appropriate investigation of complaints, and discipline employee as appropriate.

### **Definition**

Sexual misconduct as used in this policy refers to sexual behavior by an adult, volunteer or employee, toward a minor. Sexual misconduct includes any type of touching for a purpose of sexually stimulating the adult or minor. It also includes conversation or comments by an adult that are sexual in nature and said for the purpose of sexual stimulation. Child abuse includes sexual abuse, physical abuse and/or neglect.

### **Prevention**

The Conference will attempt to prevent sexual misconduct and child abuse by:

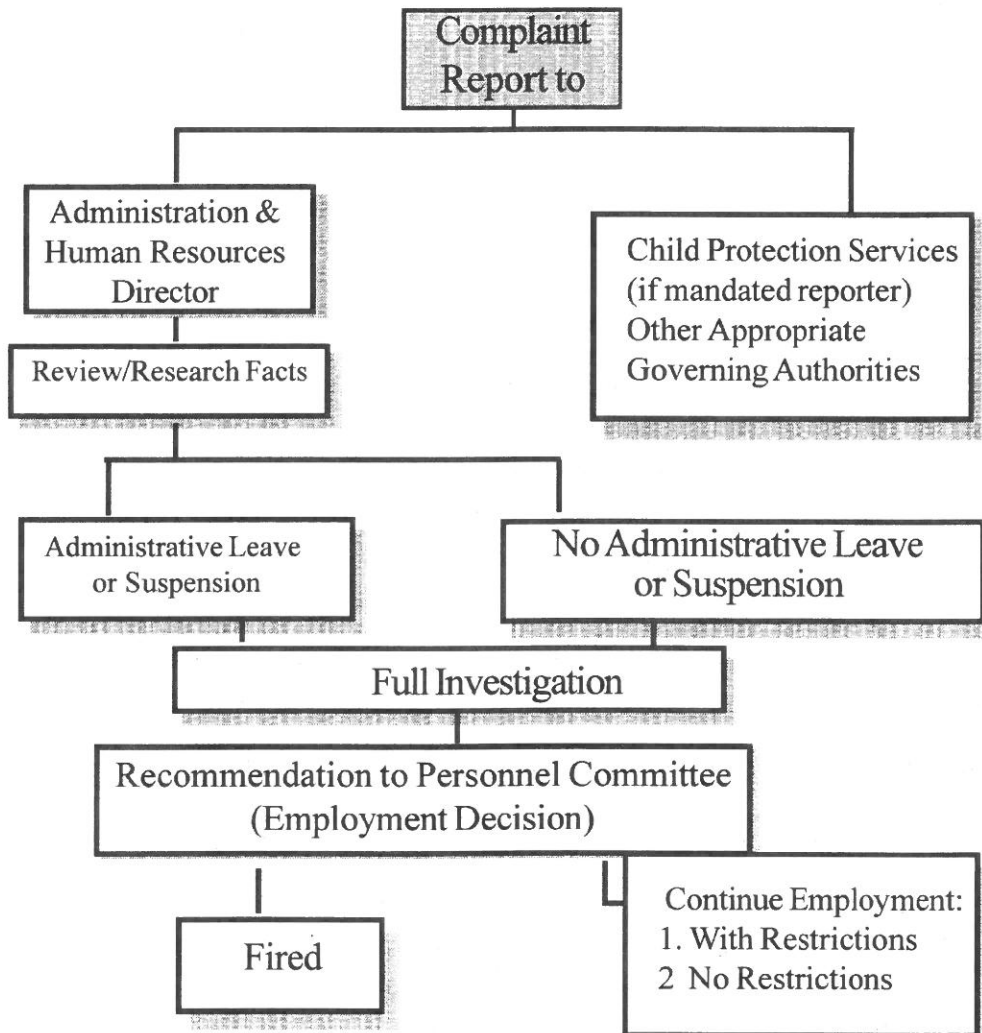
1. Carefully screening adults before employment begins. This includes a completed application, reference checks and criminal record check where required by law;
2. All adults having child contact will have periodic training regarding sexual misconduct and child abuse reporting requirements;
3. Periodic training will be provided to the children teaching them to identify and protect themselves from sexual misconduct.  
Children should also be advised to report any such conduct or innuendo immediately to an appropriate adult.

### **Complaint**

When reasonable suspicion of child abuse has occurred, it must be reported in the manner required by law. When adults have reasonable suspicion of child abuse it must be reported to an administrator and child protective services.

When reasonable suspicion exists that an adult has committed sexual misconduct that rises to the level of child abuse as defined by law, a report must be made in the manner provided by law including notification of the appropriate child protection agency(ies ), administration, and Human Resources Director. Administrators and supervisors must cooperate with civil authorities during any investigation. The Human Resources Director will conduct an independent investigation for any acts which fall outside the legal definition of child abuse or when an issue exists independent of any criminal investigation. This investigation should be conducted thoroughly and as confidentially as possible. Employment discipline decisions should be made in the same manner and following the same procedure as set forth elsewhere in this Handbook. If it appears necessary to provide for the safety of children or it is in the best interest of the Conference, the employee may be suspended with pay during the investigation.

**SOUTHEASTERN CALIFORNIA CONFERENCE**  
**SEXUAL MISCONDUCT/HARASSMENT POLICY - PROCESS**



# **EMPLOYEE SAFETY**

## Southeastern California Conference **SAFETY & HEALTH IN THE WORKPLACE**

It is our policy to have a safe and healthful workplace. To that extent, we have implemented the Injury and Illness Prevention Program. Members of management are expected to do everything within their control to assure a safe environment and to always be in compliance with federal, state and local safety regulations.

Employees are expected to obey safety rules, follow established safe work practices and exercise caution in all their work activities. All employees are expected to immediately report any unsafe conditions to the supervisor. Employees at all levels of our organization who are responsible for correcting unsafe conditions should do so. Working together, we can succeed in having a safe, healthful and profitable workplace from which we all will benefit.

### **Safety Rules**

1. All injuries must be reported to your supervisor immediately.
2. Report unsafe conditions in the workplace, including defective tools or other equipment, to your supervisor immediately.
3. Established safe job procedures must be followed by all employees. Deviations from established procedures require the approval of your immediate supervisor.
4. If unsure on how to operate a machine or perform any assigned task, ask your supervisor before proceeding.
5. Do not remove guards from machines.
6. Personal protective equipment must be worn or used in any area for which it has been issued.
7. Use only the proper tool for the job. Do not use defective tools or equipment. If the proper tool is not available, request assistance from your supervisor before proceeding.
8. Get assistance in lifting any item which is so bulky, awkward, or heavy that you feel you are unable to lift safely.
9. If a repetitive task causes you discomfort, or you feel it is unsafe or unhealthy, report it to your supervisor immediately.
10. Alcohol, tobacco and other drugs are prohibited in the workplace.

*English Version*

## Conferencia del Sureste de California **PROTECCION Y BIENESTAR EN EL TRABAJO**

Es nuestra póliza el tener un lugar de trabajo seguro y saludable. Por esa razón hemos implementado el Programa de Prevención de Accidentes y Enfermedades. Se espera que los miembros de la administración hagan todo lo posible para asegurarse que el ambiente sea seguro y que siempre esté en armonía con las regulaciones de seguridad federales, estatales y locales.

Se espera que los empleados obedezcan las reglas y sigan las prácticas de seguridad ya establecidas y que ejerciten precaución en todas las actividades de trabajo. Es responsabilidad de los empleados reportar inmediatamente al supervisor cualquier condición que sea de peligro para el trabajador. Se espera que los empleados en todos los niveles de nuestra organización y que son responsables por corregir cualquier condición que no es segura, lo haga. Trabajando juntos, podemos todos beneficiarnos teniendo un lugar de trabajo seguro, saludable y próspero.

### **Reglas de Seguridad**

1. Toda lesión debe ser reportada inmediatamente a su supervisor.
2. Reporte inmediatamente a su supervisor cualquier condición de peligro en su área de trabajo, incluyendo herramientas defectuosas u otro equipo defectuoso.
3. Los procedimientos de seguridad que ya están establecidos en el trabajo deben ser respetados por todos los empleados. Cualquier cambio en los procedimientos ya establecidos, requiere la aprobación de su supervisor inmediato.
4. Si no está seguro de cómo operar una máquina o el hacer cualquier tarea asignada, pregunte a su supervisor antes de comenzar el trabajo.
5. No remueva los "guards" o los ganchos de seguridad de las máquinas.
6. El equipo de protección personal **debe** de usarse en el área para la cual ha sido asignada.
7. Use solamente la herramienta designada para hacer ese tipo de trabajo. No use equipo o herramientas defectuosas. Si la herramienta que debe ser usada no esta disponible, pídale ayuda a su supervisor antes de continuar el trabajo.
8. Pida ayuda para levantar cualquier cosa que sea pesada, grande o que parezca inestable, si piensa que está en peligro al hacerlo solo.
9. Si trabaja haciendo un movimiento repetitivo o si una tarea que repite constantemente le causa molestia, or si piensa que es peligrosa, repórtela inmediatamente a su supervisor.
10. El alcohol, el tabaco u otras drogas, están estrictamente prohibidas en el lugar de trabajo.

*Spanish Version*

*Traducido por: Abby Chuquimia*

SOUTHEASTERN CALIFORNIA CONFERENCE  
**WORKPLACE SAFETY INFORMATION FORM**

This form is for use by employees who wish to provide a safety suggestion or to report an unsafe workplace condition or practice. This form should be submitted to the Direct Supervisor and faxed or mailed to the Conference Human Resources Department at (951) 509-2395 or P. O. Box 79990, Riverside, CA 92513.

Name of Work Location: \_\_\_\_\_ Date of Report: \_\_\_\_\_

Description of unsafe condition or practice:

Causes or other contributing factors:

Employee's suggestion for improving safety:

Has this matter been reported to the area supervisor? Yes\_\_\_ No\_\_\_

Employee Name (optional): \_\_\_\_\_

Employees are advised that use of this form or other reports of unsafe conditions or practices are protected by law. It is illegal for the employer to take any action against an employee in reprisal for exercising their rights to participate in communication involving safety. The employer will investigate any report or inquiry and advise the employee (if indicated) and/or the supervisor, and workers in the area of concern of any employer action taken (8CCR 3203).

**SECC OFFICE USE:**

Reviewed by: \_\_\_\_\_ Date of Review: \_\_\_\_\_

Findings/Abatement:

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\_\_\_\_\_ Date of Action Taken: \_\_\_\_\_

Signed \_\_\_\_\_ Print Name/Position \_\_\_\_\_



**Conferencia del Sureste de California**  
**HOJA INFORMATIVA DE PROTECCION AL TRABAJADOR**

Esta forma es para uso del empleado que desee dar sugerencias sobre la seguridad o que quiera reportar una condición o una práctica que no es segura en su lugar de trabajo. Debe ser sometida al supervisor inmediato y ésta a la vez debe ser enviada a la Conferencia del Sureste de California al Departamento de Recursos Humanos al teléfono "fax" (951) 509-2395.

1. Descripción de la práctica o condición peligrosa:

2. Causas u otros factores contribuyentes:

3. Sugerencia del empleado para mejorar la seguridad:

4. ¿Ha sido reportada esta situación al supervisor de área?      Sí \_\_\_\_\_ No \_\_\_\_\_

Nombre del Empleado (opcional): \_\_\_\_\_

Lugar de Trabajo: \_\_\_\_\_ Fecha: \_\_\_\_/\_\_\_\_/\_\_\_\_

Los empleados son advertidos que el hacer uso de esta forma, para reportar condiciones o prácticas no seguras en el trabajo, está protegida por la ley. Es ilegal que el empleador tome represalias en contra del empleado al éste ejercitar su derecho comunicando lo que tiene que ver con la seguridad.

El empleador investigará cualquier reporte o querella como se requiere por el Programa Estandar de Prevención de Accidente y Enfermedad (8CCR 3203) y avisará a éste que proveyó la información o a los trabajadores de esa área, la respuesta del empleador.

Traducido por: Abby Chuquimia

# DIVISION OF WORKERS' COMPENSATION

FACTSHEET

## What is workers' compensation?

If you get hurt on the job, your employer is required by law to pay for workers' compensation benefits. You could get hurt by:

One event at work. Examples: hurting your back in a fall, getting burned by a chemical that splashes on your skin, getting hurt in a car accident while making deliveries.

—or—

Repeated exposures at work. Examples: hurting your wrist from doing the same motion over and over, losing your hearing because of constant loud noise.

## What are the benefits?

- **Medical care:** Paid for by your employer, to help you recover from an injury or illness caused by work.
- **Temporary disability benefits:** Payments if you lose wages because your injury prevents you from doing your usual job while recovering.
- **Permanent disability benefits:** Payments if you don't recover completely.
- **Supplemental job displacement benefits** (if your date of injury is in 2004 or later): Vouchers to help pay for retraining or skill enhancement if you don't recover completely and don't return to work for your employer.
- **Death benefits:** Payments to your spouse, children or other dependents if you die from a job injury or illness.

## What should I do if I have a job injury?

### Report the injury to your employer

Tell your supervisor right away. If your injury or illness developed gradually (like tendinitis or hearing loss), report it as soon as you learn or believe it was caused by your job.



Photos by Robert Gumpoert

*Minimizing the impact of work-related injuries and illnesses*



*Helping resolve disputes over workers' compensation benefits*



*Monitoring the administration of claims*

### **Get emergency treatment if needed**

If it's a medical emergency, go to an emergency room right away. Your employer may tell you where to go for treatment. Tell the health care provider who treats you that your injury or illness is job-related.

### **Fill out a claim form and give it to your employer**

Your employer must give or mail you a claim form (DWC 1) within one working day after learning about your injury or illness. Use it to request workers' compensation benefits.

### **Get good medical care**

Get good medical care to help you recover. You should be treated by a doctor who understands your particular type of injury or illness. Tell the doctor about your symptoms and the events at work that you believe caused them. Also describe your job and your work environment.

### **I'm afraid I might be fired because of my injury. Can my employer fire me?**

It's illegal for your employer to punish or fire you for having a job injury, or for filing a workers' compensation claim when you believe your injury was caused by your job.

If you feel your job is threatened, find someone who can help. Note that there are deadlines for taking action to protect your rights.

The California Division of Workers' Compensation (DWC) is the state agency that oversees the delivery of benefits for injured workers and helps resolve disputes over benefits between injured workers and employers.

DWC information and assistance (I & A) officers can help you navigate the workers' compensation system, and can provide claim forms or other forms you need to receive benefits.

*The FREE publication, "A Guidebook for Injured Workers," can be downloaded from [www.dwc.ca.gov](http://www.dwc.ca.gov).*



*Call 1-800-736-7401 to hear recorded information on a variety of workers' compensation topics 24 hours a day, or go on line to [www.dwc.ca.gov](http://www.dwc.ca.gov) to find the I & A office near you.*

*Please visit the  
**DIVISION OF WORKERS' COMPENSATION**  
Web site at: [www.dwc.ca.gov](http://www.dwc.ca.gov)  
or call 1-800-736-7401*

## **REPORTING A WORKER'S COMPENSATION CLAIM AND SEEKING TREATMENT**

- When injured at work or while performing a work-related function, report the injury to your supervisor.
- Work with your supervisor to complete a DWC 1 form and form 5020 which can be found on our website at [www.secchr.adventistfaith.org](http://www.secchr.adventistfaith.org) under "forms."
- \*Take a copy of these completed forms with you when you go to seek treatment.
- Visit your nearest
  - Kaiser Occupational Health Center
  - US Healthworks
  - Loma Linda Occupational Medicine Center
    - 328 Commercial Road Suite 101, San Bernardino, 92408
  - Or other treatment facility as directed by your supervisor
- If asked to pay for any treatment or prescriptions for this work-related injury, keep the receipts to present to our Workers' Compensation provider for reimbursement up to a cap.
- Give all work status notifications to your supervisor AND the Human Resources Department of the Conference office.

For any questions relating to Workers' Compensation, please contact Macy Grayson at 951.509.2352 or [Macy.Grayson@seccsda.org](mailto:Macy.Grayson@seccsda.org).



**Human Resources**

11330 Pierce Street  
Riverside, California 92505-3303  
Mail: P.O. Box 79990  
Riverside, California 92513-1990  
Office: (951) 509-2352  
Fax: (951) 509-2395  
Web: [secchr.adventistfaith.org](http://secchr.adventistfaith.org)

**TO: Principals, Business Administrators, Teaching Principals, Pastors, and Treasurers**

**FROM: Gina Heslep, Human Resources Director**

**RE: Workers' Compensation Rates for 2015**

**DATE: January 7, 2015**

We are happy to inform you that there will not be any rate increases in Workers' Compensation charges for 2015. For budgeting purposes the 2015 rates are listed below. We will notify you of any changes that may occur in the future.

		<b><u>2015 Rates</u></b>
<b>Schools</b>		
5403	Carpentry/Construction (on site work)	21.35
8810	Clerical Office Employees (non-exempt workers)	0.88
8868	Professional Staff (i.e., teachers, teacher's aides, substitute teachers)	2.02
9101	Schools – All other (including maintenance, grounds, custodian)	8.88
<b>Churches</b>		
5403	Carpentry/Construction (on site work)	21.35
8840	Clergy, clerical, paid musicians.	1.16
9015	Churches – All other (including maintenance, grounds, custodian)	10.66
<b>Conference</b>		
5403	Carpentry/Construction (on site work)	21.35
7219	Trucking, furniture moving	17.29
8810	Clerical Office Employees (non-exempt workers)	0.88
8840	Churches and Professionals (exempt workers)	1.16
9015	Conference – All other (including maintenance, grounds, custodian)	10.66
9048	Camps – Summer or year round camp staff	9.32

**Filing a Claim**

Enclosed are the most recent copies of the DWC Form 1 and Form 5020. Both of these forms must be completed and faxed to the Human Resources Department at (951) 509-2395 when submitting a claim. ***A copy of the completed DWC 1 Form must be given to the employee so that he/she may present it to the medical provider when seeking treatment.***

**Please note:** Only the injured employee can complete and sign the ***Employee Section*** of the ***DWC 1 Form*** - #1 through 8. If at the time of occurrence the injured employee is not physically able to complete this section of the DWC 1 Form, this form must be mailed to the injured employee's home address within 24 hours of injury. The DWC 1 - #9 through 17 should be filled out and signed by the employer and both forms ***DWC 1 and Form 5020*** should then be faxed to the Human Resources Department immediately at (951) 509-2395.

Enclosures

# **EMPLOYMENT OF MINORS**

## GENERAL SUMMARY OF MINORS' WORK REGULATIONS

- **If federal laws, state laws, and school district policies conflict, the more restrictive law (that which is most protective of the employee) prevails.**
- Generally, minors must attend school until age 18 unless they are 16 years or older and have graduated from high school or received a state Certificate of Proficiency.
- Employers of minors required to attend school must complete a "Statement of Intent to Employ Minor and Request for Work Permit" (form B1-1) for the school district of attendance for each such minor.
- Employers must retain a "Permit to Employ and Work" (form B1-4) for each such minor.
- Work permits (B1-4) must be retained for three years and open at all times for inspection by sanctioned authorities.
- A work permit (B1-4) must be revoked whenever the issuing authority determines the employment is illegal or is impairing the health or education of the minor.

Minors under the age of 18 may not work in occupations declared hazardous for young workers as listed below:

- |  |  |
|--|--|
| 1. Explosives  | 10. Power-driven meat slicing/processing     |
| 2. Motor vehicle driving/outside helper                        | 11. Power baking machines                    |
| 3. Coal mining   | 12. Power-driven paper products/paper baling |
| 4. Logging and sawmilling                                      | 13. Manufacturing brick, tile products       |
| 5. Power-driven woodworking machines                           | 14. Power saws and shears                    |
| 6. Radiation exposure  | 15. Wrecking, demolition                     |
| 7. Power-driven hoists/forklifts                               | 16. Roofing                                  |
| 8. Power-driven metal forming, punching, and shearing machines | 17. Excavation operation                     |
| 9. Other mining  |  |

For more complete information about hazardous occupations, contact the U.S. Department of Labor (Child Labor Bulletins 101 and 102) and the California Department of Industrial Relations, Division of Labor Standards Enforcement. Regional offices are located in several California cities. They are listed in the "Government Listings" sections of telephone directories.

- Minors younger than 16 years are allowed to work only in limited, specified occupations which exclude baking, manufacturing, processing, construction, warehouse, and transportation occupations.
- In addition to safety regulations, labor laws applicable to adult employees are also generally applicable to minor employees, including workers' compensation insurance requirements.
- Child labor laws do not generally apply to minors who deliver newspapers or work at odd jobs, such as yard work and baby-sitting, or in private homes where the minor is not regularly employed.
- A day of rest from work is required if the total hours worked per week exceed 30 or if more than 6 hours are worked on any one day during the week.

## **GENERAL SUMMARY OF MINORS' WORK REGULATIONS - *Continued***

### **Hours of Work**

#### **16 – 17**

When school is in session: Daily maximum 4 hours, Monday through Thursday. May work up to 8 hours on any non-school day or on any day that precedes a non-school day. May be permitted to work up to 48 hours per week.

When school is not in session: May work up to 48 hours per week but no more than 8 hours in any one day.

Work must be performed no earlier than 5:00 a.m. nor later than 10:00 p.m. except that work may extend to 12:30 a.m. on nights preceding non-school days. Students in Work Experience Education or cooperative vocational education programs may be authorized to work until 12:30 a.m. on nights preceding school days with specified written permission.

#### **14 – 15**

When school is in session: On school days daily maximum 3 hours. On non-school days may work 8 hours. Weekly maximum 18 hours. Students in Work Experienced Education and career exploration programs may work up to 23 hours per week.

May not work during public school hours except students in Work Experience Education or career exploration programs. Work must be performed no earlier than 7:00 a.m. nor later than 7:00 p.m. any day of the week. From June 1 to Labor Day work hours may be extended to 9:00 p.m.

#### **Younger than 14:**

Labor laws generally prohibit nonfarm employment of children younger than 14. Special rules apply to agricultural work, domestic work, and the entertainment industry.



## CHECKLIST FOR EMPLOYING MINORS

\_\_\_\_\_  
(Legal Name of Minor)

- ☐ The proper work permits have been obtained and are on file.
- ☐ Employer has a valid Form B1-1 (Statement of Intent to Employ Minor and Request for Work Permit) for the current school year and it is on file with the school district. \*
- ☐ The student's parent or guardian signed the Form B1-1 (Statement of Intent to Employ Minor and Request for Work Permit), if the minor is not emancipated.
- ☐ The school district has issued a work permit, Form B1-4 (Permit to Employ and Work) for the current school year and the employer has it on file in the workplace.\*
- ☐ The minor's work schedule complies with the hours that the minor is permitted by law to work and the number of hours that the minor is permitted to work.
- ☐ The employer has notified the workers' compensation carrier of the employment of a minor.
- ☐ The minor is paid minimum wage and overtime if applicable. (Minors typically are not allowed to work more than eight hours in a day.)
- ☐ The minor employee will not drive a motor vehicle on public highways or streets.

- *The school year in California begins each July 1 and ends each June 30.*

# **INDEPENDENT CONTRACTORS**

## INDEPENDENT CONTRACTORS

An independent contractor relationship can usually be determined by asking the following questions and applying them to the work. None of these factors alone can be used to determine the relationship. Each situation must be examined independently.

**1. Who controls the manner and means of how the desired work is completed?**

- a. This is the most important (although not the only) factor to consider in determining the relationship. If the employer has the right to exercise complete control in regards to the manner and means of which the work is completed, the employment relationship will be one of employer-employee relationship will be formed.

**2. Do the parties involved have the right to terminate the relationship at will?**

- a. If so, this would indicate an employer-employee relationship.

**3. Does the person involved perform similar work in a separately established business?**

- a. Should a separately established business by the worker exist, this is evidence of an employer-independent contractor relationship.

**4. Is the work done under the supervision of the employer, or by the worker without supervision by the employer?**

- a. If the work begin performed is supervised by the employer, an employer-employee relationship is inferred.

**5. How much skill is required in the particular occupation?**

- a. Unskilled labor is usually supervised and would infer an employer-employee relationship.

**6. Who provides the equipment with which the work is to be completed?**

- a. Should the facilities and equipment (provided by the employer) play a large factor in the completion of the work, and employee-employer relationship is typically inferred.

**7. Does the worker have the right to hire and terminate others?**

- a. If the hired person is able to hire and terminate others to assist in the completion of the work for which he was hired, an employee-employer relationship is inferred.

**8. For how long will the services be performed?**

- a. If the length of time the services are to be performed is short, typically an employee-independent contractor relationship in inferred.

**9. What is the method of payment?**

- a. A greater inference is made for an employer-independent contractor relationship if the worker is paid by the job, rather than by the hour or piece.

## **INDEPENDENT CONTRACTORS - *Continued***

**10. Are the services performed part of the regular business of the employer?**

- a. If the services provided are part of the regular business of the employer, an employer-employee relationship is inferred.

**11. Do the parties believe they are creating an employer-independent contractor relationship?**

- a. This relationship could be evidenced by a contract. However, this contract would be looked at in the light of the circumstances under which it was formed and/or the conduct of the parties while the job is being performed.

## INFORMATION ON INDEPENDENT CONTRACTORS

Here are some of the pertinent provisions of the IRS Regulations:

### **Reg. Section 31.3401(c)-1 Employee**

- (a) The term “employee” includes every individual performing services if the relationship between him and the persons for whom he performs such services is the legal relationship of employer and employee.
- (b) Generally the relationship of employer and employee exists when the person for whom services are performed has 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 as to the details and means by which the 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 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 to be performed; it is sufficient that he has the right to do so. The right to discharge is also an important factor indicating that the person possessing that right is an employer. Other factors characteristic of an employer, but not necessarily present in every case, are the furnishing of tools and the furnishing of a place to work to the individual who performs the services. In general, if an individual is subject to the control or direction of another merely as to the result to be accomplished by the work and not as to the means and methods of accomplishing the result, he is not an employee.
- (e) 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 relationship exists, it is of no consequence that the employee is designated as a partner, co-adventurer, agent, independent contractor, or the like.
- (f) All classes or grades of employees are included within the relationship of employer and employee. Thus, superintendents, managers, and other supervisory personnel are employees. Generally, an officer of a corporation is an employee of the corporation. However an officer of a corporation who as such does not perform any services or performs only minor services and who neither receives nor is entitled to receive, directly or indirectly, any remuneration is not considered to be an employee of the corporation. A director of a corporation in his capacity as such is not an employee of the corporation.

### **Revenue Ruling 87-41**

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.

1. **Instructions** - A worker who is required to comply with other persons’ instructions about when, where, and how he or she is to work is ordinarily an employee.
2. **Training** - Training a worker indicates that the person or persons for who the services are performed want the services performed in a particular method or manner.

## INFORMATION ON INDEPENDENT CONTRACTORS - *Continued*

3. **Integration** - Integration of the worker's services into the business operations generally shows that the worker is subject to direction and control.
4. **Services Rendered Personally** - If the services must be rendered personally, presumably the persons or persons for whom the services are performed are interested in the methods used to accomplish the work as well as the results.
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.
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.
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.
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 restricts the worker from doing other gainful work.
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 shows that the worker is not free to follow the worker's own pattern of work but must follow that established routines and schedules of the person or persons for whom the services are performed.
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.
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.
12. **Payment by Hour, Week, Month** - Payment by the hour, week, or month generally points to an employer-employee relationship. Payment made by the job or on a straight commission generally indicates that the worker is an independent contractor.
13. **Payment of Business and/or Travel Expenses** - If the person or persons for whom the services are performed ordinarily pays the worker's business and/or travel expenses, the worker is ordinarily an employee.
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.

## INFORMATION ON INDEPENDENT CONTRACTORS - *Continued*

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, that factor tends to indicate that the worker is an independent contractor.
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 is generally 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.
18. **Making Services 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.
19. **Right to Discharge** - The right to discharge a worker is a factor indicating that the worker is an employee and the person possessing that right is an employer. An independent contractor, on the other hand, cannot be fired as long as the independent contractor produces a result that meets the contract specifications.
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.

The above regulations and rulings have been interpreted and applied to varying circumstances by the IRS and the courts so that, to some degree, we can determine whether there is an employer-employee relationship in most of the situations involved in the operation of the church. The classifications outlined below are based on my analysis of the current rulings and cases involving the same or similar circumstances.

### Clerical and Office Workers

**Secretaries and office workers** are generally classified as **employees** because they are subject to the close supervision and direct control of the person for whom the services are performed. In rare occasions, a church may obtain the services of an independent contractor for specific secretarial or clerical functions (like typing service, answering service, filing service, stenographic service, transcribing service, etc.). In such a situation the church is only interested in the results and no supervision is required and thus, there is no employer-employee relationship.

### Church Musicians

**Choir directors, organists, and pianists** who are paid for their services by the church may be classified **either as employees or independent contractors**. If the musician offers his or her services to other churches or to the general public on a fee-for-performance basis and there is no sufficient direction and control of their performance to create an employment relationship, the musician is an independent contractor. If, however, the musician does not offer this service to other churches and he or she was hired by the church or elected to the office of choir director, organist or pianist (making the musician subject to the control and direction of the church), then there is an employment relationship.

## INFORMATION ON INDEPENDENT CONTRACTORS - *Continued*

### Church Treasurer

**Church treasurers** are **elected officers** of the church (as defined in the Church Manual). **Officers** of corporations or business organizations are generally classified as **employees** because they are subject to the control and direction of the organization [IRS Reg. Section 31.3201(c)-1(f)].

Church treasurers who are compensated for their services cannot be classified as independent contractors because of the nature of their office. The treasurer could not substitute another person to do his or her work as an independent contractor could. He or she must render the services personally since he or she was the one elected to that office. The treasurer may resign at any time or may be discharged at any time by the church. The independent contractor, on the other hand, may not terminate his or her services and he or she may not be discharged unless the service contract is materially breached.

The church treasurer, however, may (with church board approval) contract for **accounting services** to be provided by an accounting professional whose services are available to the general public. If the treasurer is a professional accountant who offers his or her services to the public, he may, upon full disclosure to the church board, offer his or her own accounting services (to be considered by the church board as one of several bids) and, when accepted by the church board, he or she may charge for the accounting services as an independent contractor.

### Maintenance Workers

**Custodians, janitors, and gardeners** are generally **employees** of the person who controls and directs the details of their work and its results. If these workers are directly supervised by a church officer or representative, they are classified as employees of the church. Workers receiving rent-free living quarters in exchange for maintenance service are employees. The church may obtain the services of an independent contractor who offers maintenance services to the general public.

Some churches have signed an agreement with the maintenance worker and have labeled the worker as an "independent contractor." If the worker performs services for the church on a full-time basis and does not offer his services to the general public, it is likely that the person is an employee rather than an independent contractor, especially if the church provides all maintenance equipment supplies and supervises his work.

### Contract Pastors

**Ministers** who are paid by the local congregation should be employed with the advice and approval of the local conference administration. This way, the conference can help determine whether the individual is qualified to be treated (for income tax purposes) as **self-employed** or as a regular employee whose compensation is subject to withholding rules.



# **INDEPENDENT CONTRACTORS**

## VOLUNTEERS

A volunteer, according to wage and hour laws, is an individual who performs or donates services for humanitarian, public service, or religious reasons without ***contemplation of payment of any kind***.

There are typically two types of volunteers with which Southeastern California Conference deals:

1. An individual who has never been an employee of the organization who performs or donates services.
2. The second is an established employee performing or donating services for the employer on their off time. An employee cannot be considered an unpaid volunteer when performing their same duties within the same workweek.

In either case, the Human Resources Department should be notified when such individuals perform such services. For your convenience, Volunteer Services forms are available in the Human Resources Department.