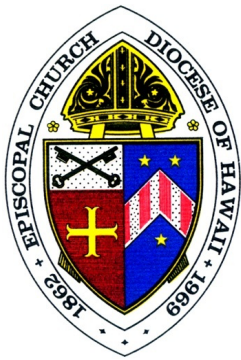


THE EPISCOPAL CHURCH IN HAWAI‘I

Employee Handbook
January 2026

The Episcopal Church in Hawai‘i has adopted this Employee Handbook. Congregations may also adopt it as is (with appropriate changes made as to employer) or may change it to reflect the needs of and benefits provided by the congregation.



The Episcopal Diocese of Hawai‘i

The Right Reverend Robert L. Fitzpatrick, Bishop

August 2025

Dear Employee,

Aloha and welcome to The Episcopal Church in Hawai‘i (“TECH”). We are pleased to have you with us. We believe each employee is an important resource.

This Handbook has been developed to briefly acquaint you with the policies and benefit plans at TECH. Detailed information about our health and retirement plans may be found in separate summary plan descriptions available from the Operations Manager.

This handbook does not constitute an agreement or an employment contract and is not intended to alter your employment at-will status. As an at-will employee, you or TECH may end the employment relationship at any time, with or without prior notice, and for any reason that is not unlawful.

In order to keep our policies and guidelines current, we reserve the right to add to, alter, and/or eliminate policies, guidelines, benefits, and/or procedures at any time without notice, unless otherwise restricted by applicable law. It is also important to remember that the policies and guidelines described in this Handbook can only be changed or modified with the written approval of the Bishop.

After reviewing this Handbook, you may still have questions about particular policies and guidelines. If so, please consult the Operations Manager.

If you have any suggestions or comments about any TECH guidelines or procedures, please share them with the Operations Manager. Many of the policies and guidelines in this Handbook were first suggested by employees like you. Working together and communicating freely will build a positive relationship and ensure the success of TECH.

Thank you for joining The Episcopal Church in Hawai‘i.

Mahalo.

Robert L. Fitzpatrick

Bishop

The Episcopal Church in Hawai‘i

Employee Handbook

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Historical Background

The Episcopal Church in Hawai‘i has its roots with the arrival from England in 1862 of the Right Reverend Thomas Staley and the founding of the Anglican Church in the Kingdom of Hawai‘i. Bishop Staley was sent to the Islands by the Church of England at the request of King Kamehameha IV and his wife, Queen Emma, at a time when the royal couple of Hawai‘i looked to Great Britain and Queen Victoria as allies and a living example of an established church. The King supported the establishment of the Anglican Church by providing land, founding The Cathedral of St. Andrew, encouraging his people to adopt the faith, extending Anglicanism to all the Hawaiian Islands, and translating the Book of Common Prayer into the Hawaiian language. Queen Emma also founded the Queen’s Hospital, St. Cross School, Lahaina and St. Andrew’s Priory School for Girls in Honolulu. King Kamehameha IV and Queen Emma, out of deep faith in Christ and love for God, vowed to use their lives and positions in service to others. The Episcopal Diocese of Hawai‘i recognizes the historical role of King Kamehameha IV and Queen Emma by celebrating the Feast of the Holy Sovereigns on November 28th each year.

In 2024, The Episcopal Church in Micronesia was dissolved and churches (worship sites) and school were transferred to the Diocese of Hawai‘i.

The Episcopal Diocese of Hawai‘i is comprised of (as of June 2025) 37 Churches (worship sites), 7 schools (3 stand-alone/non-parochial), a Camp, a Prison Ministry, and a Regional Houseless Ministry on 5 Hawaiian islands, Guam and Saipan, with over 6,000 members and 3,500 students..

The legal name of the Episcopal Diocese of Hawai‘i is The Episcopal Church in Hawai‘i. It is a Hawai‘i non-profit corporation of which the Bishop of Hawai‘i is the President and CEO and which is the employer of all individuals who work for the Diocese.

EMPLOYMENT POLICIES

About This Handbook

The policies and guidelines contained in this Employee Handbook apply to all employees of The Episcopal Church in Hawai‘i (“TECH”), the secular counterpart of The Episcopal Diocese of Hawai‘i. Although we are a church, we are also an employer and have adopted this Handbook to foster a positive employment relationship with our employees. The Handbook contains general descriptions of TECH’s current policies and guidelines, but it does not constitute an agreement or an employment contract. To keep our policies and guidelines current, we reserve the right to add to, alter and/or eliminate policies, guidelines, benefits, and procedures at any time without notice. It is also important to remember that the policies and guidelines described in this Handbook can only be changed or modified with the advance written approval of the Diocesan Council and the Bishop. If you have any questions about this Handbook, please contact the Operations Manager or the Bishop.

Rights Under the National Labor Relations Act

Most employees are provided with protections under the National Labor Relations Act (NLRA), including the right to form or join unions, engage in protected and concerted activities to improve working conditions, or refrain from participating in these activities. Nothing in this Employee Handbook or any Company policy is intended to violate any protected rights under the NLRA or any other federal, state, or local laws. Nothing in this Employee Handbook limits or is intended to limit any concerted activities by employees relating to employee wages, hours or working conditions, or any other conduct protected by the NLRA.

Employment At-Will

Employment with the Company is considered “at-will,” unless otherwise agreed to pursuant to a duly signed employment agreement or applicable collective bargaining agreement. This means that employees or the Company may terminate employment for any reason, at any time, with or without notice.

Equal Employment Opportunity Policy

TECH is an equal opportunity employer. In accordance with applicable law, we prohibit discrimination against any applicant or employee based on any legally Protected Characteristics, including, but not limited to: race, color, religion, sex (including pregnancy, lactation, childbirth or related medical conditions), sexual orientation, gender identity, age (40 and over), national origin or ancestry, citizenship or immigration status, physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status or any other status protected by federal, state or local law (collectively, “Protected Characteristics”). Our commitment to equal opportunity employment applies to all persons involved in our operations and prohibits discrimination based on any legally Protected Characteristics by any employee, including supervisors and co-workers.

Any individual who believes that they or another individual have been subjected to discrimination in violation of this policy should report it pursuant to the *Complaint Procedures* in the *Sexual and Other Prohibited Harassment* policy below. If TECH determines this policy has been violated, appropriate disciplinary action, up to and including termination of employment, will be taken.

Retaliation is prohibited against any person by another employee or by TECH for reporting prohibited discrimination or for filing, testifying, assisting or participating in any manner in any investigation, proceeding or hearing conducted by a governmental enforcement agency. An individual should report any retaliation prohibited by this policy pursuant to the *Complaint Procedures* in the *Sexual and Other Prohibited Harassment* policy below. If a complaint of retaliation is substantiated, appropriate disciplinary action, up to and including termination of employment, will be taken.

Our congregants and employees come from every part of the world not only Hawai‘i. We may speak different dialects and languages and hold varied religious beliefs and cultural traditions that may not be familiar. TECH values diversity in our workplace and our goal is that each person will feel respected and welcomed. We will respect the customs and traditions of our customers and employees in our workplace, except where doing so will either be a breach of law or would cause operational difficulties.

This policy does not create any contractual promise but instead is a description of the standards of behavior expected of all employees. Also, this policy will apply without regard to the employee or applicant’s religion or religious beliefs, except for those positions designated by the Bishop and/or Canons of the Church.

Sexual and Other Prohibited Harassment Policy

TECH is committed to providing a work environment that is free of harassment based on any legally Protected Characteristics. As a result, TECH maintains a strict policy prohibiting sexual harassment and harassment against any applicant or employee based on any legally-recognized status, including, but not limited to: race, color, religion, sex, pregnancy (including lactation, childbirth or related medical conditions), sexual orientation, gender identity, age (40 and over), national origin or ancestry, physical or mental disability, genetic information (including testing and characteristics), veteran status, citizenship or immigration status, uniformed servicemember status or any other status protected by federal, state or local law (collectively, “Protected Characteristics”).

The harassment prohibited by this policy applies to conduct by any person involved in our operations, including employees, supervisors, managers, temporary or seasonal workers, agents, clients, vendors, customers, or any other third-party involved in TECH’s operations, and this policy specifically prohibits conduct that creates or contributes to a hostile or offensive working environment for any Company employee or applicant based on Protected Characteristics. If such harassment occurs that an employee believes to be a violation of this policy, the procedures set forth in the *Complaint Procedures* in this policy should be followed.

TECH prohibits unlawful harassment and sexual harassment, and prohibits harassing conduct (as defined in this policy) that does not rise to the level of being unlawful. This policy is not designed or intended to limit TECH’s authority to discipline or take remedial action for conduct that violates this policy that TECH deems unacceptable, regardless of whether that conduct satisfies the definition of unlawful harassment or sexual harassment.

Sexual Harassment Defined

Sexual harassment includes unwanted sexual advances, requests for sexual favors or visual, verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made a term or condition of employment; or

- Submission to, or rejection of, such conduct is used as a basis for employment decisions affecting the individual; or
- Such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile or offensive working environment, even if the individual making the report is not the intended target of such conduct.

Sexual harassment includes various forms of offensive behavior based on sex. The following is a non-exhaustive list of the types of conduct prohibited by this policy:

- Unwanted sexual advances or propositions (including repeated and unwelcome requests for dates);
- Offers of employment benefits in exchange for sexual favors;
- Making or threatening reprisals after a negative response to sexual advances;
- Visual conduct: leering, making sexual gestures, displaying of sexually suggestive objects or pictures, cartoons, posters, websites, emails or text messages;
- Verbal conduct: making or using sexually derogatory comments, innuendos, epithets, slurs, sexually explicit jokes, or comments about an individual's body or dress, whistling or making suggestive or insulting sounds;
- Verbal and/or written content of a sexual nature, graphic verbal and/or written sexually degrading commentary about an individual's body or dress or sexual experiences, sexually suggestive or obscene letters, notes, invitations, emails, text messages, tweets or other social media postings;
- Physical conduct: unwelcome or inappropriate touching, physical violence, intimidation, touching, assault or impeding or blocking normal movements;
- Hostile actions taken against an individual because of that individual's sex, sexual orientation, gender identity or the status of being transgender, such as:
 - Interfering with, destroying or damaging a person's workstation, tools or equipment, or otherwise interfering with the individual's ability to perform the job;
 - Repeated and intentional use of a name or pronoun inconsistent with an individual's known gender identity;
 - Asking intrusive questions about a person's sexual orientation, gender identity, gender transition, or intimate body parts;
 - Sabotaging an individual's work; and
 - Bullying, yelling, or name-calling
- Retaliation for making reports or threatening to report sexual harassment.

Sexual harassment can occur regardless of the gender of the person committing it or the person who is exposed to it. Harassment on the basis of sexual orientation, self-identified gender, perceived gender, or transgender status are all forms of prohibited sexual harassment.

Other Types of Prohibited Harassment

Harassment on the basis of any Protected Characteristic is prohibited. Prohibited harassment may include behavior similar to the illustrations above and may also include, but is not limited to:

- Verbal conduct including taunting, jokes, threats, epithets, derogatory comments or slurs based on an individual's Protected Characteristics;
- Visual and/or written conduct including derogatory posters, photographs, calendars, cartoons, drawings, websites, social media, emails, text messages or gestures based on an individual's Protected Characteristics;
- Sharing or watching pornography or sexually demeaning depictions of people, including AI-generated and deepfake images and videos;
- Mimicking or mocking a person's disability, accent, or religious garments, jewelry, or displays; and
- Physical conduct including assault, unwanted touching or blocking normal movement because of an individual's Protected Characteristics.

Protection Against Retaliation

Retaliation is prohibited against any person by another employee or by TECH for using the complaint procedures provided below, reporting prohibited discrimination, harassment, sexual harassment or retaliation, objecting to such conduct or filing, testifying, assisting or participating in any manner in any investigation, proceeding or hearing conducted by a governmental enforcement agency. Prohibited retaliation includes, but is not limited to, termination, demotion, suspension, failure to hire or consider for hire, failure to give equal consideration in making employment decisions, failure to make employment recommendations impartially, adversely affecting working conditions or otherwise denying any employment benefit.

Individuals who believe they have been subjected to retaliation or believe that another individual has been subjected to retaliation, should report this concern pursuant to the *Complaint Procedure* in this policy. Any report of retaliatory conduct will be investigated in a thorough and objective manner. If a report of retaliation prohibited by this policy is substantiated, appropriate disciplinary action, up to and including termination of employment, will be taken.

Complaint Procedures

Any individual who believes that they or another individual has been subjected to discrimination, sexual harassment, any other form of prohibited harassment or retaliation should, as soon as possible, report it to their supervisor, the Operations Manager, or the Bishop. Complaints can be made orally or in writing. If any supervisor or another manager is the alleged harasser or otherwise believed to be violating this policy, the employee must report the alleged conduct to the Operations Manager, or the Bishop – reporting directly to the offending supervisor directly is not sufficient. Employees are not required to report any prohibited conduct to a supervisor or manager who may be hostile, who has engaged in such conduct, who is a close associate of the person who has engaged in such conduct, or with whom the employee is uncomfortable discussing such matters. Any supervisor or manager who receives a complaint of discrimination, harassment, sexual harassment, or retaliation or receives information about such conduct must also immediately report it to the Operations Manager.

Employees are encouraged, but not required, to communicate to the offending person that their conduct is offensive and unwelcome. Individuals who observe any behavior directed at others that may violate this policy are encouraged to take reasonable action to defuse such behavior, if possible, such as intervening directly, alerting a supervisor or the Operations Manager to assist, or making a

report under this policy. Physical confrontation, violence, or assault is not an appropriate method of intervention. The intervening person must act in accordance with TECH's policies.

Investigation

After a report is received, or TECH otherwise has reason to believe discrimination, prohibited discrimination, harassment, including sexual harassment, or retaliation is occurring, a timely, thorough and objective investigation by TECH will be undertaken. TECH will maintain confidentiality surrounding the investigation to the extent possible, consistent with a thorough and objective investigation, and to the extent permitted or required under applicable law.

Once the investigation is completed and a determination is made, the complaining party will be advised that the investigation has been completed and may be informed of the resolution. TECH complies with the law in conducting investigations and expects that employees will cooperate with an investigation, except when voluntary compliance with an investigation is being requested. Employees are expected to provide truthful information when participating in an investigation.

Discipline

If TECH determines that this policy has been violated, including in the event that a supervisor or manager knowingly allows the policy to be violated without reporting it, prompt remedial action will be taken, up to and including termination of employment.

In addition to being subject to discipline for engaging in discrimination, harassing or sexually harassing conduct, or retaliation themselves, supervisors and managers will be subject to discipline (up to and including termination) for failing to report suspected discrimination, harassment or sexual harassment, or otherwise knowingly allowing discrimination, harassment, or sexual harassment or retaliation to continue. Supervisors and managers will also be subject to discipline for engaging in prohibited discrimination, harassment, including sexual harassment or retaliation. Supervisors and managers must ensure the workplace is safe, supportive, and free from retaliation against those who raise complaints or act as witnesses both during and after any investigation.

Good Faith Reporting

The initiation of a good faith complaint of discrimination, prohibited harassment, sexual harassment or retaliation will not be grounds for disciplinary or other retaliatory action, even if the allegations cannot be substantiated or the employee was mistaken about aspects of the complaint. Any individual who makes a complaint that is demonstrated to be intentionally false may be subject to discipline, up to and including termination.

Disability and Accommodation

To comply with applicable laws ensuring equal employment opportunities for individuals with disabilities, TECH will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee, unless undue hardship and/or a direct threat to the health and/or safety of the individual or others would result. Any employee who requires an accommodation in order to perform the essential functions of their job, enjoy an equal employment opportunity, and/or obtain equal job benefits should contact Human Resources to request such an accommodation.

Employees who believe they need an accommodation must specify, preferably in writing, what barriers or limitations prompted the request. TECH will evaluate information obtained from the employee, and possibly the employee's health care provider or another appropriate health care

provider, regarding any reported or apparent barriers or limitations, and will then work with the employee through an interactive process to identify possible accommodations, if any, that will help to eliminate or otherwise address the barrier(s) or limitation(s). If an identified accommodation is reasonable and will not impose an undue hardship on TECH and/or a direct threat to the health and/or safety of the individual or others, TECH will generally make the accommodation, or it may propose another reasonable accommodation which may also be effective. Employees are required to cooperate with this process by providing all necessary documentation supporting the need for accommodation and by being willing to consider alternative accommodations when applicable. In some cases, the above-described interactive process may be triggered without a request from the employee, such as when TECH receives notice from its own observation or another source that a medical impairment may be impacting the employee's ability to perform essential job functions.

Employees who wish to request unpaid time away from work to accommodate a disability should speak to the Operations Manager.

Religious Accommodation

TECH will provide reasonable accommodation for employees' religious beliefs, observances, and practices when a need for such accommodation is identified, and reasonable accommodation is possible. A reasonable accommodation is one that eliminates the conflict between an employee's religious beliefs, observances, or practices and the employee's job requirements, without causing undue hardship to the conduct of TECH's business.

TECH has developed an accommodation process to assist employees, management, and The Operations Manager. Through this process, TECH establishes a system of open communication between employees and TECH to discuss conflicts between religion and work and to take action to provide reasonable accommodation for employees' needs. Any employee who perceives a conflict between job requirements and religious belief, observance, or practice should bring the conflict and request for accommodation to the attention of Human Resources to initiate the accommodation process. TECH asks that accommodation requests be made in writing, and in the case of schedule adjustments, as far in advance as possible.

Pregnancy Accommodation

In accordance with the federal Pregnant Workers Fairness Act ("PWFA"), TECH will make reasonable accommodations for known physical or mental limitations related to the pregnancy, childbirth or related medical conditions of a qualified applicant or employee, unless the accommodation would impose an undue hardship on the operation of TECH's business.

"Known physical or mental limitations" are those that the applicant, employee or their representative has communicated to TECH. Employees or applicants who wish to inform TECH of such a limitation and/or request a reasonable accommodation under this policy should contact the Operations Manager, preferably specifying in writing what barriers or limitations prompted the request.

The following accommodations will typically be provided upon request:

- Allowing an employee to carry or keep water in or near their work area and to drink water as needed;
- Additional restroom breaks, as needed;
- Allowing an employee whose work requires standing to sit, as needed;

- Allowing an employee whose work requires sitting to stand, as needed; and
- Allowing an employee to take breaks, as needed, to eat and drink.

For other accommodations, the Operations Manager will evaluate information provided regarding any reported or apparent barriers or limitations and will then communicate with the applicant or employee and engage in an interactive process to determine the nature of the limitation and what, if any, reasonable accommodation(s) may be appropriate. If, through this interactive process, TECH and the individual arrive at a reasonable accommodation that does not impose an undue hardship on the operation of TECH's business, TECH will make that accommodation.

Employees who wish to request time away from work to accommodate a limitation related to pregnancy, childbirth or a related medical condition should contact the Operations Manager. However, TECH will not require a qualified employee to take leave if another reasonable accommodation can be provided.

A number of states and localities have laws that apply to employees affected by pregnancy, childbirth, or related medical conditions. For individuals working in a jurisdiction that has a mandatory pregnancy accommodation law, TECH will comply with all legal requirements, including providing greater or different benefits than those indicated here.

TECH prohibits discrimination on the basis of pregnancy, childbirth or related medical conditions. TECH also will not interfere with any individual's rights under the PWFA or take adverse action against a qualified applicant or employee because they request or use reasonable accommodations in accordance with this policy, report or oppose discrimination under the PWFA, or participate in a proceeding involving an alleged violation of the PWFA. Individuals who believe they have been subjected to, or believe that another individual has been subjected to, prohibited discrimination, retaliation or coercion should report it immediately to the Operations Manager.

Lactation Accommodation

TECH will provide reasonable break time to accommodate an employee desiring to express breast milk for the employee's child. TECH will provide this break time for up to one year following the birth of a child.

TECH will provide employees with the use of a private location, other than a toilet stall, that is shielded from view and free from intrusion for the employee to express milk. Employees should discuss with their supervisor or the Operations Manager the location to express and store their breast milk and to make any other arrangements under this policy.

Employees should provide reasonable notice to TECH that they intend to take breaks for expressing breast milk upon returning to work. TECH reserves the right not to provide the accommodations described in this policy, if to do so would impose an undue hardship on company operations.

TECH will not demote, terminate or otherwise take adverse action against an employee who requests or makes use of the accommodations and break time described in this policy.

Employment Status and Classification

Orientation Period

The first ninety (90) calendar days of your employment provide you and TECH with the opportunity to learn more about each other and to evaluate whether the job for which you were hired is suitable to your skills, personality, and career goals. TECH may extend your orientation period for any reason.

Upon successful completion of this orientation period, you may be given regular status depending on your skills and availability and our needs.

Whether or not your employment continues after the orientation period, YOUR EMPLOYMENT WITH TECH IS AT-WILL; THAT IS, YOU REMAIN EMPLOYED “AT-WILL” BOTH BEFORE AND AFTER COMPLETION OF YOUR ORIENTATION PERIOD, AND DURING THE COURSE OF EMPLOYMENT, BOTH YOU AND TECH MAY TERMINATE THE EMPLOYMENT RELATIONSHIP WITH OR WITHOUT CAUSE AND WITH OR WITHOUT PRIOR NOTICE.

Employment Eligibility and Work Authorization

The Company is committed to employing individuals who are authorized to work in the United States and comply with applicable immigration and employment laws. As a condition of employment, every individual must provide satisfactory documentation of their identity and employment authorization to work in the United States within three (3) business days after their first day of commencing employment. If the employee cannot verify their right to work in the United States within three (3) business days after the first day of employment, the Company will terminate employment.

Employment Classifications

Regular Full-Time Employees

Regular Full-Time Employees are regularly scheduled to work 32 or more hours of work per week. Work opportunities may vary from time to time and there is no work guarantee.

Regular Part-Time Employees

Regular Part-Time Employees are regularly scheduled to work more than 19 but less than 32 hours in a normal workweek. They may be eligible for certain TECH and statutory benefits as outlined in this Handbook.

Very Part-Time Employees

Very Part-Time Employees are regularly scheduled to work an average of less than 19 hours in a normal workweek. Employees working less than 19 hours per week are not eligible for statutory prepaid health care coverage. They are not eligible for TECH benefits, but may be eligible for statutory benefits as outlined in this Handbook.

Temporary Employees

Temporary employees are hired for a temporary period, whether full-time, part-time, or on call, and regardless of the hours worked per week, are considered a temporary employee. Certain temporary employees are eligible for statutory benefits.

Exempt or Non-exempt Status

Under the wage and hour laws, employees are classified as exempt or non-exempt employees. You will fall into one of these two classifications depending on your duties and salary.

Non-exempt employees include all employees who are covered by the overtime provisions of the federal Fair Labor Standards Act and the state wage and hour law. Employees in this category are entitled to overtime pay of 1½ times their regular rate of pay for work performed in excess of 40 hours in a workweek.

Exempt employees include all employees who are classified by TECH as exempt from the overtime provisions of the federal Fair Labor Standards Act and the state wage and hour law. Exempt employees are paid on a salary basis and receive a predetermined amount each pay period which is intended to cover all hours worked including any hours worked in excess of 40 in a workweek or overtime as otherwise mandated by applicable state law.

Safe Harbor Policy For Exempt Employees

Exempt salaried employees receive a salary that is intended to compensate for all hours worked for TECH. This salary is established at the time of hire. While it may be subject to review and modification from time to time, such as during salary review times, the salary is a predetermined amount that is not subject to deductions for variations in the quantity or quality of work.

Under federal and state law, exempt salaried employees' salaries are subject to certain deductions. For example, absent contrary state law requirements, exempt salaried employees' salaries are subject to reduction for the following reasons:

- Full day absences for personal reasons that are not covered by paid time off (PTO) policy;
- Full day absences because of sickness or disability (including work-related accidents) if the deduction is made in accordance with PTO policy;
- To offset amounts received by the employee as jury fees, witness fees, or military pay;
- For full day disciplinary suspensions for infractions of workplace conduct rules;
- Deductions from pay for penalties imposed in good faith for infractions of safety rules of major significance.
- Full or partial days not worked during their initial or final pay period of employment.; and
- for pre-planned furlough days (full day absences) resulting in a fixed reduction in salary effective during a period when a company operates a shortened workweek due to economic conditions.

Exempt salaried employees' salaries are also subject to reduction for their portion of health, dental, or life insurance premiums; state, federal, or local taxes; social security; or voluntary contributions to a 403(b) or pension plan.

In any workweek in which exempt salaried employees perform any work, their salary is not subject to reduction for any of the following reasons:

- Partial day absences for personal reasons, sickness, or disability;
- Absence due to TECH's decision to close a facility on a scheduled work day;
- Absences for jury duty, attendance as a witness, or military leave in any week in which any work is performed; or
- Any other deductions prohibited by state or federal law.

However, subject to state law, it is not an improper deduction to reduce exempt salaried employees' accrued PTO, personal, or other forms of paid time off banks for full or partial day absences for personal reasons, sickness, or disability.

Any employee who believes that an improper deduction has been made from their salary should make a complaint to their supervisor, the Operations Manager, or the Bishop as soon as practicable. TECH

will conduct a prompt and thorough investigation of the complaint. If the investigation determines that improper deductions were made, TECH shall reimburse the affected employee for any improper deductions and make a good-faith commitment to avoid improper deductions in the future.

We also prohibit retaliation against an employee who has complained about an improper deduction, cooperated with the investigation of a complaint, or acted as a witness during the investigation of a complaint. Any employee who engages in retaliation prohibited by this policy shall be subject to appropriate disciplinary action, up to and including immediate termination.

Medical Examinations

Your safety and health are important to TECH. In situations where there is a reasonable basis for believing that a physical or mental condition may impair your ability to perform essential job functions, or where you may pose a risk of injury to yourself or others, TECH may require you to undergo a job-related medical examination. TECH will pay the entire cost of such examinations and will designate the examining physician. To comply with the federal Genetic Information Non-Discrimination Act (“GINA”), we are asking that you or your health care provider not provide any “genetic information,” including but not limited to any family medical history information, when responding to any request for a doctor’s note or work release. “Genetic information” as defined by GINA, includes an individual’s family medical history, the results of an individual’s or family member’s genetic tests, the fact that an individual or an individual’s family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual’s family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

Medical information received by TECH will be kept confidential and maintained in files separate from your personnel file. Any information regarding your medical condition should be submitted directly to the Operations Manager and not retained by your supervisor or other employees. It is our policy to restrict access to any medical information to specified persons with a “need to know.”

HIPAA Authorization Policy

TECH may need to interact with health care providers and other health care entities for purposes related to your employment, including, but not limited to, fitness-for-duty evaluations and reasonable accommodation assessments as required under the Americans with Disabilities Act (ADA) and state law.

To the extent allowed by law, you may be required to sign an authorization form allowing health care providers and entities to disclose health information to TECH and allowing TECH to use such information for such employment purposes. Refusal or failure to sign these authorization forms may prevent TECH from making assessments regarding your ability to perform your job or from making determinations regarding needed accommodations and ultimately result in you being held out of service or result in delays in the receipt of benefits.

Employment Records

TECH maintains a personnel file for each current employee. It is the responsibility of each employee to keep their contact information up to date by informing the Operations Manager of any changes in writing as soon as possible, including but not limited to:

- Name

- Address
- Telephone numbers (residence / mobile)
- Number of exemptions claimed on federal and state withholding taxes
- Marital or civil union status
- Names, dates of birth, and social security numbers for any dependents eligible for health benefits
- Beneficiary designations
- Emergency contact information

In addition, an employee should notify the Operations Manager if their work authorization changes or expires. Unreported changes of address, marital status, etc. can affect withholding tax and benefit coverage. Further, an “out of date” emergency contact or an inability to reach an employee in a crisis may be extremely problematic. An employee will be terminated if: (1) the employee fails to provide documentation of identity and authorization to work; (2) the employee falsifies verification documents or the form I-9; or (3) the employee’s authorization to work is revoked or expires.

Information in your personnel file is confidential other than to persons with a need to review the employment information contained therein. If you wish to review the information contained in your file, you should contact the Operations Manager to schedule a time to see these materials. Copies will not be permitted since we consider these records to be company property.

Employment of Relatives

The policy of TECH is to hire, promote and otherwise employ individuals based on their job qualifications, skills, and individual merit. Notwithstanding this policy, TECH desires to avoid situations in which perceived, potential, or actual conflicts of interest may exist. For this reason, TECH will attempt to avoid assignments that involve actual or potential conflicts of interest, as well as working relationships that may potentially lead to complaints of favoritism, lack of objectivity, or morale and dissension problems.

In keeping with this policy, TECH reserves the right to refuse to employ relatives and/or anyone in a close personal relationship with a current employee where, in TECH’s sole judgment, such employment may create an actual or potential conflict of interest, the appearance of improper influence or favoritism, problems of safety, security, or morale, or other business problems. For purposes of this policy relatives include those related by marriage, blood, or hanai relationships (adoption) such as spouses, children, parents, in-laws, grandparents, aunts, uncles, cousins, siblings, nieces, nephews, step-relatives, domestic partners, and any person involved in a legally binding guardianship or relationship with the employee.

In circumstances where existing employees become related due to marriage, reside with one another, or become intimately involved in a consensual relationship, the employees must continue to behave at all times in a professional manner which does not compromise their job performance, professional integrity, or independent judgment and which does not create any appearance of impropriety. TECH shall review each circumstance and make a determination as to whether an actual or potential conflict of interest exists. TECH may take measures calculated to eliminate any conflict of interest, such as ensuring that an employee does not have supervisory authority over their relative.

TECH reserves the right to determine that other relationships not specifically mentioned in this policy present actual or potential conflicts of interest as well. In any case where TECH determines, in its sole discretion, that a relationship between two employees, or between an employee and a non-employee, presents an actual or potential conflict of interest, TECH may take whatever action it determines to be appropriate to avoid the actual or potential conflict of interest. Such action may include, but is not necessarily limited to, transfers, reassignments, changing shifts, or where it deems appropriate, action up to and including termination.

This policy applies to all job classifications. All questions and issues related to an employment of relatives situation or concern should be addressed to the Bishop.

Remote Work

While working remotely is possible for those in the Diocesan Support Center, the nature of the work done at the Diocesan Support Center often requires face-to-face discussions, so working from home or remotely for those assigned to the Diocesan Support Center will only be allowed under special circumstances for certain roles or functions and with prior written approval by the Bishop.

Written requests will be submitted to the Operations Manager indicating the days you will be working remotely, what type of work you will be doing, and the reason why you are requesting to work remotely. The request will then be discussed with the Bishop, and the Bishop will make the final decision.

A maximum of 2 core work days (Tue-Fri) will be allowed per week.

Those not assigned to work in the Diocesan Support Center will do most of their work remotely but are required to report to the Bishop at the Bishop's discretion.

Open Door Policy

We realize that effective communication is an essential element of job satisfaction. It is the key link between all of us and is vital to the success of our business. You must share the responsibility of communicating your ideas, questions, or concerns about your job to the Operations Manager, or if more appropriate, to other management representatives in the following manner; however, employees seeking to report or communicate concerns regarding sexual or other forms of harassment must follow the procedures described in our Sexual and Other Prohibited Harassment Policy.

Any suggestions for improvement or problems needing solution should first be discussed with the Operations Manager; if the problem cannot be resolved at this level, or the Operations Manager is part of the problem, you may see the Bishop for review of the issue.

If a matter cannot be resolved by the Operations Manager, you may see the Bishop. The decision of the Bishop shall be considered the final application of TECH's policies.

There will be no retaliation against you for communicating in a truthful and civil manner. In addition, TECH may ask you questions from time to time about your feelings toward your job. Your cooperation will help identify and solve problems for the benefit of all.

This policy does not and is not intended to prohibit employee affiliations or activities that are protected under applicable federal, state, and local laws, including but not limited to any activity protected under the NLRA, which includes the right of employees to organize collectively and speak with others about their terms and conditions of employment.

Separation from Employment

EMPLOYMENT AT TECH IS AT-WILL; THAT IS, EITHER YOU OR TECH MAY TERMINATE YOUR EMPLOYMENT AT ANY TIME, FOR ANY REASON WITH OR WITHOUT NOTICE.

If your employment is terminated by TECH, you will be paid your wages due in full not later than the next business day following discharge.

If you decide to resign, please give TECH two (2) weeks' advance written notice of your intent to resign. This advance notice provides time for TECH to prepare your paycheck and for you to return any TECH property issued to you. Employees who quit or resign without giving at least one pay period notice of intention to quit will be paid wages due in full not later than the next regular payday. You must turn in any TECH property and settle any outstanding accounts/balances before leaving employment. Generally, an exit interview with the Bishop will be conducted. Employees who fail to return all company property upon termination of employment will forfeit any right they might have to be paid for unused PTO.

COMPENSATION AND HOURS OF WORK

Policy on Pay

It is our policy to pay employees in accordance with their skill, performance, and experience. Whether your pay is determined by an hourly rate or salary, it is based mainly on your individual performance in your specific job. All questions regarding your pay should be directed to the Operations Manager or the Bishop.

Timekeeping

Non-exempt employees must record daily hours worked. These hours are recorded on a timecard or similar record, and you are responsible for its accuracy. You and your supervisor must sign your timecard or similar record at the end of each pay period. You must record only **your own time** and may not record time for another employee. Any changes must be made and initialed by your supervisor. Non-exempt employees may never work off the clock. “Off-the-clock” work is time spent by an employee performing work that is not reported to TECH as time worked. Failure to properly record time may result in discipline, up to and including discharge

Work Schedule

TECH uses a flexible work schedule (FWS) for non-exempt employees assigned to the Diocesan Support Center (DSC). The FWS consists of workdays with (1) core hours and (2) flexible hours. Core hours are the designated period of the day when DSC employees must be at work. Flexible hours are the part of the workday when non-exempt DSC employees may (within limits) choose their time of arrival and departure. Within limits, the FWS can enable employees to select and alter their work schedules to better-fit personal needs and help balance work, personal, and family responsibilities.

The core hours are Tuesday through Friday, 8:00 am to 4:00 pm HST (32 work hours). No changes to the core work hours may be made without prior written approval of the direct supervisor or the Bishop. The flexible hours (8 hours) may be set at the employee’s discretion with prior written approval of the direct supervisor or Bishop.

One lunch (30-minutes paid) and two 15-minute paid breaks are allotted per workday during which a minimum of 8 hours is worked.

Overtime

Time and one-half is paid to non-exempt employees for actual HOURS WORKED over 40 hours in a standard workweek (defined as Sunday through Saturday). Overtime must be authorized by the Operations Manager prior to being worked. Working overtime without authorization may result in disciplinary action, up to and including termination.

Non-work hours such as, holidays, PTO, or leave are omitted in computing overtime.

Deductions

TECH will make only those deductions from your compensation that are required by federal or state statute, by court process, or authorized in writing by you as provided by law. Examples of these deductions include Federal and State withholding tax, Social Security (FICA), Medicare, and court-ordered garnishments.

Travel Time

The following provisions apply to non-exempt employees:

Assignments requiring air travel: If you are assigned to work in a city that requires you to catch an airplane, you will be compensated for the time spent from when you arrive at your home airport until the time you return to your home airport. Time spent driving to or from your home airport is not deemed compensable.

Overnight travel: Time spent traveling during what would otherwise be your normal working hours is compensable. Travel that occurs outside of your normally scheduled hours is not compensable unless you perform productive work during that time. If you are away from your home on overnight travel, you will be compensated during your normally scheduled work hours unless you are working outside of those hours. Time spent eating meals and sleeping is not compensable.

All travel and entertainment costs incurred for business purposes and deductible under the Internal Revenue Code will be reimbursed by TECH if approved in advance and submitted to TECH on the appropriate reimbursement form with supporting receipts and/or invoices satisfactory to TECH. TECH may request additional information to substantiate any reimbursement request.

EMPLOYEE BENEFITS

Introduction to Employee Benefits

Your total compensation includes your pay and benefits. Benefits over and above your pay are substantial. In this section of the Handbook, we identify benefits available to eligible employees.

Some of these benefits are provided through employee welfare and/or pension plans. You will be provided summary plan descriptions (“SPD”) and access to plan documents for those plans in which you may be eligible. This section of the handbook contains brief summaries of TECH’s benefits. **The summaries do not provide detailed, technical, or exhaustive explanations of the benefits available and are not intended to be a contract. You should refer to the applicable SPDs for more information.** The SPDs provide the necessary information about the benefits available through these plans, and the terms of the respective plan documents prevail in the event of any conflict with this Handbook or the SPDs.

Please remember that the applicable plan fiduciary or TECH has discretionary authority to determine eligibility for any benefit and to interpret the applicable benefit provisions of each plan. Further, participation in any TECH-sponsored benefit arrangement may be subject to eligibility and vesting rules under the applicable plan. The existence of any TECH-sponsored benefit arrangement, its accompanying SPD, and this Handbook shall not constitute contracts of employment between TECH and any employee. TECH retains the right to amend or terminate any plan at any time, unless otherwise prohibited by law.

Some of the benefits TECH offers:

- Unemployment Insurance
- Workers’ Compensation
- Temporary Disability Insurance
- Health Insurance (On the first day of the month following your hire date)
- Life Insurance (On the first day of the month in which you are hired)
- Employee Assistance Program (EAP)
- Flex Spending Account (FSA) – optional
- Pension
- Continuing Education
- Sabbatical
- Holiday Pay
- Paid Time Off
- Paid Leaves of Absence
- Unpaid Leaves of Absence

To determine your eligibility for any of these benefits, please refer to your summary plan description ("SPD") and the subsequent descriptions of the benefit plan or program in this Handbook or contact the Operations Manager. Some benefit programs require contributions from the employee, but most are fully paid by TECH.

Benefits Disclaimer

Please note that TECH may add, modify, change, or discontinue employee benefits, and increase, decrease, or eliminate TECH contributions to a benefit plan at any time, with or without notice, unless otherwise prohibited by law. TECH has the right to interpret its benefits plans and its interpretation shall be final.

Workers' Compensation

TECH provides Workers' Compensation Insurance which pays for medical expenses and provides a percentage of your normal base pay, up to a maximum set by the State, if an employee sustains a work-related injury or illness. It is important that you report all work-related accidents immediately to the Operations Manager so a report can be filed with our insurance carrier. There is a three (3) day waiting period before wage replacement begins. Workers' compensation is solely a monetary benefit and not a leave of absence.

Temporary Disability

Hawai'i temporary disability insurance (TDI) requires employers to provide partial wage replacement insurance coverage to eligible employees who are unable to perform their work duties due to a non-work-related illness or injury, including pregnancy.

Employees eligible for TDI benefits are those who meet a financial eligibility threshold set by the state and have at least 14 qualifying weeks of Hawai'i employment. Most individuals who work in Hawaii are covered by TDI. Exceptions include the federal government, certain domestic workers, insurance agents and real estate salespersons paid solely on a commission basis, individuals under 18 years of age in the delivery or distribution of newspapers, certain family employees, student nurses, hospital interns who have completed a four-year course in medical school, and workers in other categories specifically excluded by the law.

TDI only covers non-occupational injuries. If employees are injured on the job, they should file for Worker's Compensation and not Hawai'i TDI.

Employers can comply with the law by purchasing insurance or adopting a self-insured plan. The employer's plan determines how much benefit the employee will receive each week, how long the employee will be paid and whether the employee has to serve a waiting period. Contact the Operations Manager for details about the Company's plan.

Hawai'i TDI is funded by employer contributions.

To file a TDI claim, the employee should follow the procedures described below:

- Notify TECH immediately of the disability.
- Ask for Form TDI-45, Claim for TDI Benefits, from TECH. A TDI claim must be filed within 90 days of the start of the disability period.
- Follow instruction on the claim form.

The law requires that a claim be filed within 90 days from the date of disability. If the claim is filed after 90 days, the employee may lose part or all of the benefits unless good cause can be shown. If claim filed more than 26 weeks after disability, the employee will not be entitled to any benefits. To avoid partial or complete loss of benefits, file the claim within 90 days.

TDI is an income replacement benefit and does not provide an employee with the right to reinstatement to their own or a comparable job after receiving benefits. If a leave qualifies under the TDI program and the federal Family and Medical Leave Act (FMLA) and/or the Hawaii Antidiscrimination Law, the leave will count against the employee's entitlement under those laws and will run concurrently. Employees cannot receive TDI and unemployment during the same weeks.

TECH will keep any information provided in connection with TDI leave confidential, to the extent possible and in accordance with applicable law.

Health Insurance

We offer all eligible regular full-time employees with single or single plus dependent(s) health insurance coverage. Regular part-time employees who work 20 or more hours, but less than 32 hours, for four (4) consecutive weeks are provided with single health insurance coverage. Health insurance coverage begins on the first day of the month following the month in which you are hired at TECH. You have the option to decline health insurance. Information regarding our medical plans and the types of coverage available will be given to you upon your hire date. TECH pays your health insurance premiums for the month in which you are unable to work and for the following two (2) months (total 3 months) for approved leaves. Thereafter, if you remain unable to work and wish to maintain your insurance, payments for premiums are your responsibility.

Dental, drug, and vision coverage are included as part of the health insurance benefit to all employees who enroll in TECH's health. Information about and cost for additional coverage are available from the Operations Manager.

Employees eligible for health insurance under TECH's Group plan may voluntarily opt out of enrollment for allowable reasons by completing the HC-5 form and submitting the form to the Operations Manager for each year the employee is eligible and chooses to waive their health insurance eligibility.

In general, employees must continue to work at least 20 hours per week to maintain health insurance. If an employee's health insurance is discontinued and the employee is eligible to elect continued coverage under the Consolidated Omnibus Budget Reconciliation Act (COBRA), eligible employees will receive COBRA forms within 30 days of the qualifying event triggering a loss of health insurance.

COBRA

If the Company has employed 20 or more employees on more than 50% of its typical business days in the preceding year, it complies with the federal Consolidated Omnibus Budget Reconciliation Act (COBRA). COBRA provides the continuation of health insurance coverage for eligible employees and their dependents after a qualifying event that would cause the loss of coverage under the Company's health plan. The cost of continued health insurance coverage is the responsibility of the employee and/or their dependents which is typically the full cost of the monthly premium plus a 2% administrative fee.

Qualifying events that cause an employee to lose his or her group health coverage:

- The employee's reduction in work hours; or
- Termination of the employee's employment for any reason other than gross misconduct.

Qualifying events that cause an employee's spouse or dependent child to lose their health coverage:

- Termination of the covered employee's employment for any reason other than gross misconduct;
- Reduction in the hours worked by the covered employee;
- Covered employee becomes entitled to Medicare;
- Divorce or legal separation of the spouse from the covered employee; or
- Death of the covered employee.

If applicable, employees will be provided with COBRA information when the Plan Administrator is notified that a qualifying event occurred.

Employees should contact the Company's HR Representative with any questions.

Life Insurance

All regular full-time employees are covered by a TECH-paid life insurance policy, which becomes effective on the first day of the month in which you are hired. Additional benefits provided under our life insurance coverage are total disability extended insurance, accidental death and dismemberment benefits, as well as conversion privileges to an individual policy upon termination. The Operations Manager will provide you with full details upon request.

Employee Assistance Program (EAP)

If you are also enrolled in TECH's health insurance plan, an EAP is included. To access that EAP, you can contact the Church Pension Group (CPG).

The EAP provides confidential, individual counseling and referral services for employees and their family members for non-medical problems. This service deals with, but is not limited to, stress, relationship (personal and work) issues, coping with grief or loss, and addiction.

Flex Spending Account (FSA)

Employees who regularly work 20 hours or more per week are eligible to participate in TECH's FSA effective the 1st of the month following 3 consecutive months of employment. For those employees that elect to participate, pre-tax contributions from the employee's paycheck are put into an FSA account in the employee's name. Money from this account can then be used to pay for out-of-pocket medical expenses. For a list of eligible expenses, see the Operations Manager.

Pension

TECH makes contributions to fund benefits in Church Pension Group's Defined Contribution Plan for lay employees and to Church Pension Fund's Defined Benefit plan for ordained employees of TECH. For more information, see CPG's guide.

Eligible employees can also elect to have pre-tax deductions made from their paychecks to be contributed into their account.

The Continuing Education Program

Refining your professional skills is important both to you and TECH. We offer an educational assistance program for full-time regular employees who wish to pursue their education. Courses

selected must be related to your job or which relate to the theory and practice of Ministry, Professional Skills and Development, and Personal Growth.

Our educational assistance program does not extend to any course or education involving sports, games, or hobbies.

Prior to taking any course, requests for book expenses and tuition reimbursement must be made in writing to the Operations Manager who will then pass the request on to the Bishop for final approval. Reimbursement of books and tuition will be made upon successful completion of the course with a passing grade of C or better. No reimbursement will be made without verified receipts and grade reports.

Assistance for continuing education seminars is intended to support attendance at non-degree, career development seminars or workshops for the purpose of job enrichment/enhancement.

TECH will also provide opportunities to learn and increase work-related skills through the presentation of on-site, skill-based training programs. Periodically, regular full-time employees may be asked to attend professional seminars, continuing education courses, and other employment enrichment programs.

Sabbatical

Regular Full-Time Employees are eligible for sabbatical leave at the ratio of one month per year of service in TECH, to be available after the third year, and cumulative through the fourth year. The maximum amount of leave is limited to four months. TECH shall annually budget funds to accumulate to provide coverage during the employee's sabbatical leave. Sabbatical leaves are provided for the benefit of both TECH and employee. Thus, before a sabbatical leave is granted, the employee must agree to serve TECH for at least one year upon returning from the sabbatical. In addition, the request for sabbatical must be accompanied by a full and detailed description of the activities to be undertaken during the leave and, if granted, the employee shall submit to the Convention at the end of the leave, a report on the accomplishments of the leave. Accrued but not taken sabbatical leave is not paid out at retirement.

A separate agreement must be signed, prior to the sabbatical, stating that the employee will reimburse TECH a pro-rated portion of the expenses if the employee leaves within 12 months following their return from sabbatical.

Paid time off (PTO)

We all need time off to relax and re-energize. To ease the worry of finances during time away from work, TECH provides PTO benefits to its regular full-time and regular part-time employees that can be used for any reason (PTO, sick leave, etc.).

Eligible employees accrue PTO as follows: 1 hour of PTO for every 13 hours worked. For regular full-time employees who are also exempt employees who do not complete a timesheet, hours worked will be calculated at 40 hours per week.

PTO accrues as service is performed. Regular full-time employees will accrue their full pro rata amount of PTO for any pay period in which they work or are paid by TECH until a maximum accrual cap of 160 hours is reached. Regular part-time employees (regularly scheduled to work more than

19, but less than 32 hours per week) will accrue their full pro rata amount of PTO for any pay period in which they work or are paid by TECH until a maximum accrual cap of 80 hours is reached.

Once the maximum accrual amount has been reached, no additional PTO will accrue until previously accrued PTO is used. Employees will not be given retroactive credit for any period of time in which they do not accrue PTO because they were at the maximum. At year end, unused PTO at or below the maximum accrual amount will carry over to the subsequent year.

Employees should request to schedule PTO time off as far in advance as possible. PTO will be scheduled so as to provide adequate coverage of jobs and staff requirements. TECH will make the final determination in this regard.

PTO pay is not counted for the purpose of calculating an employee's overtime hours of work or overtime premiums.

PTO must be taken in full hour increments. TECH reserves the right to deny any request for PTO time and reserves the right to require employees to use accrued PTO time, including during periods of furloughs or a leave of absence, at its discretion and in accordance with applicable law.

TECH tenure will normally be used to determine preference when requests create scheduling problems. The Operations Manager will make the final decision on all PTO scheduling. During the months of October and December, PTO is only authorized by special permission of the Bishop.

PTO requests must be submitted in writing as soon as possible, preferably one month in advance. You may take your PTO only after it is earned.

PTO Pay at Termination

Upon termination of employment, employees will be paid for PTO time that has accrued but remains unused through the last day of work.

PTO will be paid at the employee's base salary or base hourly rate of pay at the time of termination, unless otherwise required by applicable law.

If you are terminated for cause, all unused PTO benefits will be forfeited.

Paid Holidays

Regular full-time employees are eligible for 11 paid holidays each year. The 11 paid holidays are as follows, subject to change without notice:

Days the office will be closed	Holiday/flex/optional
New Year's Day	Holiday
Martin Luther King Jr. Day	Holiday
Good Friday Kuhio Day	Choose one as a paid holiday
Memorial Day	Holiday
King Kamehameha Day Juneteenth	Choose one as a paid holiday
Independence Day	Holiday

Days the office will be closed	Holiday/flex/optional
Labor Day	Holiday
Annual Meeting recovery day	Flex day off for working the previous Saturday
Veteran's Day	Holiday
Thanksgiving Day	Holiday
Day after Thanksgiving	Flex day off for working the previous Monday
Christmas Eve	Holiday
Christmas Day	Holiday

If a holiday falls on a Saturday or Sunday, the Diocesan Support Center will observe the preceding Friday. If a holiday falls on a Monday, the following Tuesday will be observed.

Clergy employees who have liturgical responsibilities on a holiday will have the next core workday as their holiday.

Paid holidays off are not counted as hours worked for purposes of calculating overtime.

Leaves with Pay

Bereavement Leave

TECH provides up to 40 hours of paid bereavement leave to any employee upon the death of an immediate family member, which TECH defines as a spouse, domestic partner, child, parent, sibling or grandparent, grandchild, or the child, sibling or parents of the employee's spouse or domestic partner. Additional unpaid time beyond the 40 hours may be given if necessary at the discretion of the Bishop. Please notify the Operations Manager as soon as possible should you need bereavement leave.

Bereavement leave is paid at the employee's base rate of pay at the time of absence for the number of hours the employee otherwise would have worked that day. Bereavement leave is not counted as hours worked for purposes of calculating overtime.

Court/Jury Duty Leave

TECH will pay regular full-time employees the difference between income from jury duty or duty as a summoned witness and regular pay for those hours involved, for a maximum 80 hours per year. However, exempt employees are paid their full salary for any week in which they perform authorized work for TECH. Any pay provided for time spent on jury duty leave is not counted as hours worked for purposes of calculating overtime. Notify the Operations Manager immediately if you are summoned to appear as a witness or to jury duty. You will need to submit a copy of a statement from the clerk of the court with the applicable amount of fees paid to receive court duty pay. If you are released from court duty on any particular day during your normal working hours, you must notify the Operations Manager of your availability and you may be required to report to work.

Leaves Without Pay

TECH Pregnancy, Childbirth, Adoption Leave

Regular full-time employees who have been employed by TECH for at least one (1) full year are eligible for leave for the birth or adoption of a child for 32 core workdays (Tues-Fri) with full compensation. Up to an additional 16 core workdays (Tues-Fri) may be taken without pay or using PTO or TDI (if applicable). If both spouses are employed by TECH, they are limited to a combined total of 64 core workdays of paid Parental Leave. Leave must be taken within twelve (12) months of the birth or adoption. Regular part-time employees will have prorated benefits. (Calculated at the same rate as Paid Time Off)

Clergy giving birth shall submit a claim for short-term disability through the Church Pension Group, which will reimburse TECH for 70% of the cleric's total compensation figure (up to \$1,000/week) for up to twelve (12) weeks. Adoptive parents will receive the same time off with pay as birth parents but will not be entitled to file a disability claim.

Lay employees may file for TDI benefits if they are not receiving full compensation from TECH. Adoptive parents are not eligible for TDI benefits.

During the first month of any disability due to pregnancy, and for up to three (3) months if you remain disabled, TECH will pay your individual health insurance premiums. All other premiums (Group Life, AD&D, LTD), if applicable, will be your responsibility. After the three (3) months expires, you may have the right to pay for continuation of health coverage if you would otherwise lose such coverage. Please see the plan documents or the Operations Manager for specific information concerning such continuation coverage.

Pregnancy Disability Leave

TECH will grant a reasonable leave of absence to female employees who are disabled due to pregnancy, childbirth and related medical conditions in accordance with all applicable laws. A reasonable period for the leave will be determined by the employee's physician with regard to the employee's physical condition and job requirements.

Employees will be asked to provide medical certification estimating the beginning and end dates of the leave and the length of the leave. Employees may also be required to present a fitness-for-duty certification prior to returning to work.

After their leave, employees will be reinstated to their original position or a position of comparable status and pay without loss of service credits and privileges.

Employees who are disabled due to pregnancy, childbirth or related medical condition may also be entitled to reasonable accommodations in addition to or other than a leave of absence. Employees who would like more information or to request such an accommodation should contact the Operations Manager.

Pregnance Disability Leave will run concurrent with the TECH Pregnancy, Childbirth, and Adoption Leave as described above.

Domestic or Sexual Violence Victim Leave

Employees who are victims of domestic or sexual violence or that have a minor child (including an adopted, foster or stepchild or legal ward) who is a victim of domestic or sexual violence may take a reasonable period of leave from work to:

- Seek medical attention for the employee or the employee’s minor child to recover from physical or psychological injury or disability caused by domestic or sexual violence;
- Obtain services from a victim services organization;
- Obtain psychological or other counseling;
- Temporarily or permanently relocate; or
- Take legal action, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from domestic or sexual violence, or other actions to enhance the physical, psychological or economic health or safety of the employee or the employee's minor child or to enhance the safety of those who associate with or work with the employee.

Eligible employees are those who have worked for TECH for at least six consecutive months.

For purposes of this policy, a “reasonable period” of time varies depending on the reason for the leave. If the leave is taken to seek medical attention, a “reasonable period” is the period of time determined to be necessary by the attending health care provider, considering the condition of the employee or the employee’s minor child, and the job requirements. When leave is used to take legal or other action, including obtaining services from a victim services organization or permanently or temporarily relocating, a “reasonable period” is the time necessary to complete the activity as determined by the employee’s or the employee’s minor child’s attorney or advocate, a court or the personnel of the relevant victim services organization.

Regardless of the reason for the leave, time off under this policy may not exceed 5 days per calendar year.

Leave taken under this policy will run concurrently with other leave to which the employee is entitled.

Notice

Employees must provide reasonable notice of their intent to take leave under this policy unless doing so is not practicable due to imminent danger to the employee or the employee’s minor child. During the leave, TECH may request weekly reports regarding the employee’s status and may inquire about the employee’s intention to return to work.

Certification of the Need for Leave

Employees who seek leave under this policy to obtain medical attention will be asked to provide a certificate from their health care provider estimating the length of the leave and the estimated starting and ending dates of the leave. In addition, before returning to work, TECH may require that an employee provide medical certification from the employee’s attending health care provider attesting to the employee’s condition and approving the employee’s return to work.

Employees who take leave under this policy for not more than five calendar days for non-medical reasons must provide a signed statement indicating that they or their minor child are a victim of domestic or sexual violence and that the leave is for a purpose permitted by this policy.

Employees who take non-medical leave under this policy for more than five days must provide one of the following types of certification:

- Certified or exemplified restraining orders, injunctions against harassment, and documents from criminal cases;

- Documentation from a victim services organization or domestic or sexual violence program, agency, or facility, including a shelter or safe house for victims of domestic or sexual violence; or
- Documentation from a medical professional, mental health care provider, attorney, advocate, social worker, or member of the clergy from whom the employee or the employee's minor child has sought assistance in relation to the domestic or sexual violence.

The leave will not be protected until the required certification is provided to TECH.

Compensation

Time off under this policy will be without pay. Employees must exhaust available, accrued paid or unpaid leave that may be used for the purposes addressed in this policy. Employees are entitled to no more than 5 days of leave under this policy when combined with other available leave.

Reinstatement

Returning employees will be reinstated to their original position or a position of comparable status and pay without loss of accumulated service credits and privileges. **[OPTIONAL:** Employees will not accrue benefits during the period of leave.] However, employees have no greater right to reinstatement than if they had been continuously employed and had not taken leave.

Confidentiality

TECH will treat information provided under this policy as confidential and will not disclose such information unless agreed to by the employee or required by law.

TECH will not discipline or otherwise discriminate or retaliate against an employee for requesting or taking leave under this policy.

Military Leave

Federal law provides employees with the right to take leave to serve in the military. At the federal level, military leave rights are governed by the Uniformed Services Employment and Reemployment Rights Act, commonly referred to as USERRA. This policy discusses military leave under USERRA.

State laws may also provide an employee with rights to take military leave. If the employee works in a state that provides rights in addition to those provided under USERRA, TECH will provide those rights. If an employee plans to request leave based on military service, they should contact the Operations Manager for information on any additional rights or requirements, if applicable, under state law.

Employee Eligibility

Employees will be granted a leave of absence for service in the uniformed services according to USERRA and applicable state law. Leave is available to all employees who are eligible to take it and seek reinstatement under USERRA or applicable state law for the purpose of performing service in the uniformed services.

Employees are eligible under USERRA to seek reinstatement if they meet the following requirements:

- The employee provides proper notice (as discussed below);
- The cumulative total of the employee's service periods does not exceed five years, except as otherwise permitted by USERRA (as discussed below);

- The employee seeks reinstatement within the timeframes outlined by USERRA (as discussed below); and
- The employee is discharged from service in the uniformed services in a manner that does not disqualify the employee for USERRA's protections (as discussed below).

Definitions

For purposes of this policy, "uniformed services" means the Armed Forces, the Army National Guard and the Air National Guard when engaged in active duty for training, inactive duty training, or full-time National Guard duty, the commissioned corps of the Public Health Service, the commissioned officer corps of the National Oceanic and Atmospheric Administration, System members of the National Urban Search and Rescue Response System during a period of appointment into Federal service under section 327 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, intermittent personnel who are appointed into Federal Emergency Management Agency service under section 306(b)(1) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act or to train for such service, and any other category of persons designated by the President in time of war or national emergency.

For purposes of this policy, "service in the uniformed services" means voluntary or involuntary active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty, State active duty for a period of 14 days or more, State active duty in response to a national emergency declared by the President under the National Emergencies Act (50 U.S.C. 1601 et seq.), State active duty in response to a major disaster declared by the President under section 401 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5170), a period for which a person is absent from a position of employment for the purpose of an examination to determine the fitness of the person to perform any such duty, a period for which a System member of the National Urban Search and Rescue Response System is absent from a position of employment due to an appointment into Federal service under section 327 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, a period for which a person is absent from a position of employment due to an appointment into service in the Federal Emergency Management Agency as intermittent personnel under section 306(b)(1) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5149(b)(1)), and a period for which a person is absent from employment for the purpose of performing funeral honors duty as authorized by section 12503 of title 10 or section 115 of title 32.

Notice of Leave

An employee must notify the Operations Manager of the need to take a leave as far in advance as feasible. TECH requests notice at least 30 days prior to the beginning of the leave, if possible. Verbal notice is sufficient, but TECH may request documentation from the employee. If giving notice is impossible or unreasonable for reasons not attributable to the employee, notice should be provided as soon as possible. Notice may not be required when precluded by military necessity, which is defined by the Department of Defense, the Administrator of FEMA for FEMA service, or the Secretary of Health and Human Services for intermittent disaster-response appointees of the National Disaster Medical System.

Employees are responsible for updating changes in contact information by sending such information to the Operations Manager.

Length of Leave

An employee is entitled to leave for up to five years of service in the uniformed services, subject to certain exceptions that may require TECH to provide leave, but not count the service period towards the five-year limit. Employees who have questions about whether their service period counts toward the five-year limit, please contact the Operations Manager.

Nature of Discharge

Reinstatement may be denied if an employee is released from service under conditions that would disqualify the employee for the protections provided for under USERRA (for example, a dishonorable discharge).

Use of Accrued, Unused Paid Time Off During Leave

Any employee on a military leave may use accrued, but unused, paid time off to compensate the employee during the leave. The employee is not required to use such paid time off during a military leave but may choose to do so.

Employee Responsibility to Seek Reinstatement

The following rules apply to an employee who seeks reinstatement after completing a period of service in the uniformed services.

For uniformed service that is Less than 31 Days or fitness for duty examinations: The employee must return to work at the beginning of the first regularly scheduled work period that starts on the first full day after release from service, following reasonable travel time home, plus an eight-hour rest period.

For uniformed service that is more than 30 days, but less than 181 days: An employee must seek reinstatement within 14 days of release from uniformed service if the employee's service was greater than 30 days but less than 181 days.

For uniformed service that is more than 180 days: An employee must seek reinstatement within 90 days of release from uniformed service if the employee's service was greater than 180 days.

In case of Injury or illness: If an employee is hospitalized, convalescing, or recovering from an injury or illness incurred or aggravated during uniformed service, the periods for seeking reinstatement may be extended for a period of up to two years, unless seeking reinstatement after expiration of that period is impossible or unreasonable due to no fault of the employee.

Reinstatement Positions

An employee returning from leave who properly seeks reinstatement according to the requirements of USERRA and applicable state law will be entitled to be reinstated as follows:

If uniformed service is less than 91 days: The employee will be returned to the position they would have held if there had been continuous employment if the employee is qualified to perform the required duties of that position ("escalator position"). If the employee is not qualified to perform the required duties of the escalator position, TECH will make reasonable efforts to qualify the employee for that position. If the employee is not qualified for the escalator position after these reasonable qualification efforts are made, the employee will be reinstated to the position the employee held immediately prior to starting the leave.

If uniformed service is greater than 90 days: The employee will be returned to the escalator position. If the employee is not qualified to perform the required duties of the escalator position, TECH will make reasonable efforts to qualify the employee for that position. If the employee is not

qualified for the escalator position after these reasonable efforts are made, the employee will be returned to the position they held immediately prior to taking a leave, or a position of like status, pay, and seniority.

Employees with Disabilities: An employee who has a disability that is incurred in, or aggravated during, uniformed service is entitled to receive reasonable accommodations in the performance of the escalator position. If the employee is not qualified for the escalator position even with the consideration of reasonable accommodations, the employee will be reemployed in a position of equivalent seniority, status and pay for which the employee could become qualified or is qualified after reasonable accommodation. If the employee cannot meet the qualifications of this second position even with the consideration of reasonable accommodations, TECH will reemploy the employee in a position that is the nearest approximation in terms of seniority, status, and pay to the second position, with reasonable accommodations.

Prompt reinstatement will vary depending on the amount of time the employee has been out on military leave. Prompt reinstatement may require a delay in employment of up to two weeks following the date the employee seeks reinstatement. Only in unusual circumstances will this period exceed two weeks.

TECH may require an employee returning from military leave for a period of service that exceeds 30 days to provide documentation of the employee's right to reinstatement, which requires the employee to show they gave reasonable notice of the need for leave, the employee has not exceeded five years of non-exempt service, the employee sought reinstatement within the timeframe required by USERRA, and the employee was discharged from service in the uniformed services in a manner that does not disqualify the employee for USERRA's protections.

An employee has no greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the leave period. Additionally, if an employee fails to seek reinstatement within the timeframes discussed above, TECH will apply its normal work rules regarding absence from employment without notice or permission.

Discharge Restrictions Following Reinstatement

Employees who are reinstated after uniformed service that lasts between 30-180 days will not be discharged except for cause for a period of six months following reinstatement. Employees who are reinstated after uniformed service that lasts more than 180 days will not be discharged except for cause for a period of one year following reinstatement.

For purposes of this section of the policy, "cause" means: (1) with respect to employee conduct, that it is reasonable to discharge the employee for the conduct in question, the employee had notice, which was express or can be fairly implied, and the conduct would constitute cause for discharge; and (2) with respect to other reasons for termination of employment, such as a position elimination or a layoff, that there are legitimate, nondiscriminatory reasons for the action.

Health & Welfare Benefits While on Leave

Active military personnel and their dependents typically are covered by TRICARE, the military healthcare plan, if the deployment is longer than 30 days.

An employee on military leave who elected health care coverage under TECH's health care plan prior to the start of a leave will retain that coverage for the first 30 days of any military leave at the rates the employee paid immediately prior to the start of the leave. After 30 days of leave, the employee may elect to continue their health care coverage, including coverage for dependents, for

up to 24 months, under USERRA. If this continuation coverage is elected, the employee will be required to pay the entire cost of such coverage, which may be up to 102% of the full premium amount for that coverage. Employees also may be entitled to coverage under COBRA for up to 18 months of a military leave. COBRA coverage runs concurrently with any continuation coverage under USERRA, and the employee is entitled to only one form of continuation coverage. The employee is responsible for all premium payments attributable to the employee; failure to pay such premiums will result in cancelation of coverage.

Your military leave will count towards your length of employment so that upon your return to work, you will earn PTO at a rate designated at your employment period. Upon reinstatement, you will also be entitled to seniority-based benefits that are rewards for length of service. TECH's contributions to retirement benefits will also be made to your retirement accounts upon reinstatement, to the extent required by law. TECH credits your time spent on military leave when calculating its contribution amount. You will also have an opportunity to make up your missed contributions after you are reinstated.

Prohibition Against Discrimination and Retaliation

Any employee who believes they have been discriminated or retaliated against based on their past, present, or future participation in the uniformed services, request for military leave, complaint or participation in any investigation of a complaint of discrimination or retaliation based on a military leave request or service participation, or any other situation protected under USERRA should immediately provide a written or verbal report to the Operations manager to report such incidents. After a report is received, a thorough and objective investigation will be undertaken. TECH prohibits retaliation against employees who make such a complaint.

Hawaii National Guard Leave

Employees who are members of the Hawaii National Guard may take unpaid leave to perform ordered National Guard service. Employees will be considered as though on furlough or a leave of absence and entitled to participate in insurance or other benefits offered by TECH in accordance with established policies regarding employee leaves of absence in effect at the time the employee is ordered to National Guard service.

Unless TECH's circumstances have so changed as to make it impossible or unreasonable to do so, employees returning from National Guard service will be reinstated to their prior position or a position of comparable seniority, status and pay, as long as they are still qualified to perform the duties of that position. If an employee is unable to perform the duties of their prior position due to a disability sustained during ordered National Guard service but is qualified to perform the duties of another position, TECH will reinstate the employee to the other position with like seniority, status, and pay (or the closest approximation) consistent with the employee's circumstances.

TECH will not terminate employees who take leave in accordance with this policy without cause for up to one year following reemployment.

EMPLOYEE CONDUCT

TECH's policy is to serve our Diocese's needs and conduct our business in an ethical and professional manner. Legal compliance is a foremost concern. It is not acceptable under any circumstance to violate federal, state, or local laws in the performance of job duties. Consistent with this is our longstanding policy prohibiting the payment or acceptance of gifts, favors, bribes,

kickbacks, or other payments of any sort to gain advantage or favor. Each of us must manage our personal and business affairs to avoid situations that might lead to conflict (or an appearance of conflict) between self-interest and responsibility to TECH, our Diocese, and the community.

In situations and issues involving ethical conflicts, it may be difficult to determine the correct course of action. In such instances, you should discuss the matter in full with the Operations Manager. Full disclosure of the facts in a timely fashion to the Operations Manager and obtaining approval before taking action meets the employee's responsibilities with respect to this policy.

Acceptance of Gifts

To maintain professional business relations with suppliers, vendors, and others, TECH does not allow employees to accept gifts or honoraria, gratuities, material considerations, or other things of value from anyone doing business, or seeking to do business with TECH.

Any gifts received must be reported to the Bishop and returned to the giver with a note explaining TECH's policy. Exceptions: gifts of candy, food items, or flowers of nominal value may be accepted, but must be shared with other employees.

Appearance/Grooming Standards

The image TECH projects to the public is reflected in the appearance of our employees. Simply stated, employees should look neat, clean and well-groomed and should be dressed appropriately to perform their specific duties. Employees are expected to use good judgment in their appearance and grooming, keeping in mind the nature of the work, their own safety and the safety of co-workers, and their need to interact with the public.

Employees must wear business or aloha attire that is appropriate for the environment in which they work. Business attire means clothes that are tailored, classic in style and color and have simple lines. Business attire is generally conservative in color, fabric, and design; it is neither casual attire, nor eveningwear. Jewelry and other accessories should coordinate with the style of apparel and be consistent with a businesslike appearance. Tattoos should be covered by appropriate clothing. Except for earrings, all body piercings must be hidden from public view during all work hours.

We encourage employees to seek the advice of their supervisor or the Operations Manager if they have questions regarding appropriate dress or appearance at work. Employees who report to work improperly dressed or groomed may be instructed by their supervisor to return home to change. The time that non-exempt employees are absent for this purpose will be unpaid unless state law requires otherwise.

Nothing in this policy is intended to prevent employees from wearing a hair or facial hair style that is consistent with their cultural, ethnic or racial heritage or identity. This policy will be interpreted to comply with applicable local, state or federal law.

TECH will reasonably accommodate exceptions to this policy if required due to an employee's religious beliefs, medical condition or disability. Employees who need such an accommodation should contact their supervisor or the Operations Manager.

Attendance

It is important that you are on the job, appropriately attired, and ready to work at the beginning of each shift that you are scheduled to work.

Employees are expected to report to work as scheduled, be on time and be prepared to start work. Employees are also expected to remain at work for their entire work schedule, except for meal or break periods, or when required to leave on authorized Company business or other authorized reason. Unapproved late arrivals, early departures or other absences from scheduled hours are disruptive and must be avoided.

If you are unable to report to work or expect to be late on any particular day, you must notify the Operations Manager at least one hour in advance of the time the employee is scheduled to begin working for that day (unless it is impossible to do so, in which case the employee must call as soon as possible thereafter). Employees who need to leave early must notify their supervisor as soon as they learn that they will not be able to complete their scheduled shift. TECH may inquire about the general reason for an absence, tardiness or early departure. Unless extenuating circumstances exist, employees must call in on each and every scheduled day on which they will not report to work, unless they are on an approved leave of absence. If the Operations Manager is unavailable, notify the Bishop. **DO NOT LEAVE MESSAGES WITH FELLOW EMPLOYEES.**

Excessive absenteeism or tardiness may result in disciplinary action up to and including termination of employment, unless the absence or tardiness is excused or approved. The following are examples of types of time off that will not be considered grounds for disciplinary action under this policy:

- Time off that was previously approved, including PTO;
- Paid sick and safe time or mandatory paid leave provided under federal, state or local law;
- Approved state and federal leaves of absence, including but not limited to jury duty leave, military leave, leave protected under the Family and Medical Leave Act or similar state laws, and time off or leave specifically approved by TECH as an accommodation under applicable law; and/or
- Time off due to a work-related injury that is covered by workers' compensation.

Each situation of absenteeism, tardiness or early departure will be evaluated on a case-by-case basis. Even one unexcused absence or tardiness may be considered excessive, depending upon the circumstances. However, TECH will not subject employees to disciplinary action or retaliation for an absence, tardiness or early departure for which discipline may not be imposed under applicable law. If the employee believes that an absence, tardiness or early departure is (or should be) excused pursuant to applicable law, the employee should notify their supervisor of this fact as soon as possible, but no later than at the time of the absence, tardiness or early departure. (For the required timing of an employee's notice of the need for a foreseeable leave of absence, see the applicable leave policy). If an employee believes they have mistakenly been subject to disciplinary action for an absence, tardiness or early departure that the employee believes is or should be excused/approved, the employee should promptly discuss the matter with their supervisor or the Operations Manager. TECH will investigate the situation and any errors will be corrected. Employees who fail to report for work without any notification to their supervisor and whose absence continues for a period of three (3) days (No Call/No Show) will be considered to have abandoned and voluntarily terminated their employment, absent extraordinary circumstances.

Bulletin Boards

From time to time, announcements, administrative memorandums, and items of general interest will be posted on TECH bulletin boards. The bulletin boards are specifically reserved for communications related to TECH business.

Confidentiality

In our work, employees may be privy to confidential work and personal information about the Diocese, clergy, congregants, and visitors. It is TECH's policy to protect any such confidential and personal information. Employees must maintain the confidentiality of TECH's business information, including but not limited to, business plans and strategies, business "secrets," business opportunities, company financial information (e.g., profit and loss statement, investment returns, accounts receivables), and information regarding company purchases. Confidential conversations during work should not be disclosed to anyone outside of TECH. The disclosure of confidential and personal information constitutes a violation of TECH policy and may result in disciplinary action up to and including termination for current employees and/or legal action for both current and former employees.

Confidential information does not include information lawfully acquired by non-management employees about wages, hours, or other terms and conditions of employment, if used by them for purposes protected by law, including the NLRA, such as joining or forming a union, engaging in collective bargaining, or engaging in other concerted activity for their mutual aid or protection. Confidential information also does not include conduct that was, or that an employee reasonably believes to be, illegal; conduct that is recognized as against a clear mandate of public policy; or the existence of a non-confidential settlement involving any such conduct.

Defend Trades Secret Act & Whistleblowers' Policy

Employees are encouraged to immediately report observations of the Company's violation of any law or contract to the Company's HR Representative. In addition, nothing in this Employee Handbook prohibits an employee from communicating with any governmental authority or making a report in good faith and with a reasonable belief of any violations of law or regulation to a governmental authority, or disclosing confidential information that the employee acquired through lawful means in the course of their employment to a governmental authority in connection with any communication or report, or from filing, testifying, or participating in a legal proceeding relating to any violations, including making other disclosures protected or required by any whistleblower law or regulation to the Securities and Exchange Commission, the Department of Labor or any other governmental authority. The Company strictly prohibits retaliation against any employee who engages in whistleblowing.

Further, employees are hereby notified that under the Defend Trade Secrets Act (DTSA) and consistent with the Hawaii Whistleblowers' Protection Act (HWP):

- No individual will be held criminally or civilly liable under federal or state trade secret law for the disclosure of a trade secret (as defined in the Economic Espionage Act) that:
 - Is made in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and made solely for the purpose of reporting or investigating a suspected violation of law; or
 - Is made in a complaint or other document filed in a lawsuit or other proceeding, if such

filing is made under seal so that it is not made public; and

An individual who pursues a lawsuit for retaliation by an employer for reporting a suspected violation of the law may disclose the trade secret to the attorney of the individual and use the trade secret information in the proceeding if the individual files any document containing the trade secret under seal and does not disclose the trade secret, except as permitted by order in that proceeding.

Computer, E-mail, and Phone Use

All TECH Business Equipment and Information Systems and the data stored on them are, and remain at all times, the property of TECH. As such, all messages created, sent or retrieved over the internet or the TECH's Business Equipment and Information Systems are the property of TECH, and should be considered TECH information. TECH reserves the right to retrieve and read any message composed, sent or received using the TECH's Business Equipment and Information Systems for any business reason, including but not limited to, ensuring compliance with this and all TECH policies.

Employees should be aware that even when a message is deleted or erased, it is still possible to re-create the message; therefore, ultimate privacy of a message cannot be ensured to anyone. Accordingly, internet, email and other messages are not private. Furthermore, all communications, including but not limited to, text and images can be disclosed to law enforcement or other third parties without prior consent of the sender or the receiver.

Employees should also be aware that duplicates of email or other messages transmitted through a personal, web-based email account using Company equipment could be stored on TECH's Business Equipment and Information Systems; likewise, information regarding internet sites that an employee has accessed may also be stored.

Email and Message Content Screening

TECH maintains the right to screen all inbound and outbound email and other message (*e.g.*, instant messages) content sent or received on the TECH's Business Equipment and Information Systems. Messages or attachments that contain obscene or vulgar material may be quarantined and held from transmission or receipt until the sender or recipient can verify the message or attached document is work-related.

If an employee wants to communicate with an attorney or send an otherwise confidential piece of communication that they do not want the TECH to monitor, the employee should consider using a personal email address and personal computer equipment. If an employee does use TECH Business Equipment or Information Systems, the employee consents to any monitoring by TECH and should understand that there is no right to privacy with respect to such communications, to the extent permissible under applicable law.

Discipline

Violations of this policy will result in discipline, up to and including termination of employment.

Conflict of Interest

Please refer to the Diocesan Conflict of Interest Policy posted on the TECH website.

Health and Safety

TECH is committed to providing all employees with a safe work environment. The effort to ensure safe working conditions requires all employees to work safely. Injury to any employee means a loss

to both that employee and TECH. All employees have a duty to take reasonable care to ensure that they do not endanger themselves or anyone else by their acts or omissions. Employees who violate safety standards, who cause hazardous or dangerous situations, or who fail to report or, where appropriate, remedy such situations, may be subject to disciplinary action, up to and including termination of employment. All employees are expected to comply with the following minimum health and safety requirements. Please remember that these general requirements are not intended as a complete list of safety and health obligations but should be used as a guide to the prevention of the more common hazards. If you have any questions regarding these or any other safety and health issues, please contact the Operations Manager, or the Bishop.

- Be careful and work safely! Each employee is to place safety and health requirements as first importance in the performance of their work duties. The protection of fellow employees and the public is a shared responsibility of every employee.
- Immediately report all unsafe conditions to the Operations Manager. If a situation looks unsafe, ask the Operations Manager to examine the situation.
- Report every injury or illness, however slight, immediately to the Operations Manager.
- Obey safety instructions, rules, policy, and procedures. When required, wear appropriate personal protective equipment (PPE) and use appropriate provided and installed safety devices and safety equipment at all times.
- Dangerous horseplay and practical jokes on the job are prohibited.
- Practice good housekeeping. For example, avoid accidents by (1) keeping all walking areas clear and dry, (2) not overloading electrical sockets, and (3) by always turning off electrical equipment before leaving for the day.
- Familiarize yourself with the first aid and CPR trained employees in case you need to call them in an emergency, and with the location of the first aid and AED kits. If a medical emergency arises, keep calm, and do not attempt to move the injured person unless necessary. Notify the Operations Manager and the qualified first-aid/CPR and/or AED trained employees. If necessary, call 911 for an ambulance and then render first aid if you are qualified to do so.
- Do not attempt to remove foreign bodies from the eye of an employee or visitor. The employee or customer should be referred to a supervisor, first-aid trained employee, or directly to a doctor.
- Never stack material so that it blocks exit doors, exit ways or fire-fighting equipment. Know where fire-fighting equipment is located and how to use it. Practice fire prevention by keeping your work area clean, obeying all "No Smoking" signs, and not storing flammables in work areas.
- In case of fire, warn your fellow employees and customers and direct them to the exits. Call or direct someone to immediately call 911. If you feel the fire can be controlled by your efforts, you can then return to fight the fire. Do not risk injury.
- When lifting heavy objects, lift with your legs or better yet, ask for help.
- Properly dispose of all hazardous material in an acceptable and lawful manner. The Operations Manager can advise you of the required disposal method and practice.
- Working while impaired by alcohol or illegal drugs is specifically prohibited. Use of

prescription drugs, which may affect your alertness or work abilities, must be reported to the Operations Manager.

The guidelines in this provision are designed for your protection and benefit. If you are confronted with a situation not covered by this policy, consult the Operations Manager before proceeding.

Anti-Violence Policy

The safety and security of employees is of vital importance to TECH. Therefore, TECH has adopted a zero-tolerance policy concerning work-related violence. Threats or acts of violence—including intimidation, bullying, physical or mental abuse and/or coercion—will not be tolerated.

It is our goal to have a work environment free from acts or threats of violence and to respond effectively in the event that such acts or threats of violence do occur.

Work-related violence is any intentional conduct that is sufficiently severe, abusive or intimidating to cause an individual to reasonably fear for their own personal safety or the safety of their family, friends and/or property such that employment conditions are altered or a hostile, abusive or intimidating work environment is created for one or more employees. The conduct prohibited by this policy applies to conduct by all persons involved in our operations, including employees, supervisors, managers, temporary or seasonal employees (“employees”), agents, clients, vendors, customers, or any other third-party interacting with TECH (“third parties”).

Examples of work-related violence include, but are not limited to:

- Threats or acts of violence occurring on TECH premises, regardless of the relationship between the parties involved in the incident.
- Threats or acts of violence occurring off TECH premises involving someone who is acting in the capacity of a representative of TECH.
- Threats or acts of violence occurring off TECH premises involving an employee if the threats or acts affect the business interests of TECH.
- All threats or acts of violence occurring off TECH premises, of which an employee is a victim, if we determine that the incident may lead to an incident of violence on Company premises; and
- Threats or acts of violence resulting in the conviction of an employee or agent of TECH, or an individual performing services for TECH on a contract or temporary basis, under any criminal code provision relating to violence or threats of violence when that act or the conviction adversely affect the legitimate business interests of TECH.

Examples of conduct that may be considered threats or acts of violence under this policy include, but are not limited to:

- Threatening physical contact directed toward another individual.
- Threatening an individual or the individual’s family, friends, associates or property with harm.
- The intentional destruction or threat of destruction of TECH’s or another's property.
- Menacing or threatening phone calls.
- Stalking.

- Veiled threats of physical harm or similar intimidation; and/or
- Communicating an endorsement of the inappropriate use of firearms or weapons.

Work-related violence does not refer to work environment arguments or debates that are zealous or impassioned, provided there is no resort to any form of coercion. Discussions about sporting activities, popular entertainment or current events are not considered work-related violence when there is no threat of violence being directed to the work environment or any individual connected with it. Rather, work-related violence refers to behavior that demonstrates an intention to engage in violence, condones violence in our work environment, or targets any individual with acts or threats of violence.

Employees should help maintain a violence-free work environment. To that end, employees are encouraged to immediately report any incident that violates this policy to their immediate supervisor, Operations Manager, or the Bishop.

This policy in no way prohibits employees from engaging in activities that are protected under applicable state and federal laws, including but not limited to any activity that is protected under Section 7 of the National Labor Relations Act, which includes the right of employees to speak with others, engage in debates and protest about their terms and conditions of employment. No provision of this policy statement or any other provision in this policy alters the at-will nature of employment with TECH. TECH will make the sole determination of whether and to what extent, it will act upon threats or acts of violence. In making this determination, TECH may undertake a case-by-case analysis in order to ascertain whether there is a reasonable basis to believe that work-related violence has occurred.

Security Procedures and TECH's Right to Search

Security procedures are in place to ensure a safe and secure place for our employees and visitors. Only authorized and invited individuals are permitted into the building where our offices are located. Please be aware of the individuals you permit into the building. Employees are encouraged to protect their personal possessions by placing them within their desks or in nearby filing cabinets; TECH is not responsible for any personal property brought onto the premises.

Desks, lockers and other storage devices are provided for the convenience of employees but remain the sole property of TECH. Employees have no reasonable expectation of privacy for items placed therein or in any TECH vehicle. Accordingly, desks, lockers, TECH vehicles, and other storage devices, as well as any articles found within them, can be inspected by any agent or representative of TECH at any time, upon reasonable suspicion, either with or without prior notice.

As an employer, TECH is charged with the duty to protect employees and others from injuries at the hands of employees who pose a known risk of bodily harm to others. Accordingly, to ensure the safety and security of those individuals and to protect our legitimate business interests, we reserve the right to, upon reasonable suspicion, question and inspect or search any employee or other individual entering or leaving Company premises or job sites. The inspection or search may include any packages or items that the individual may be carrying, including briefcases, handbags, backpacks, and shopping bags. Any non-exempt employee present during any search or inspection must report the time spent during the search or inspection as working time.

These items are subject to inspection and search, upon reasonable suspicion, at any time, with or without prior notice. Employees may be required to consent to reasonable inspection of their personal property and/or person while on duty or on TECH's premises, to the extent permitted by applicable

law. Any inspection of an individual's person will be limited to a self-inspection, whereby they will be requested to self-inspect their personal property or person by displaying the contents of any packages and/or turning out their pockets, etc., in the presence of a representative of TECH, typically a management employee of the same sex or gender.

For the purposes of this policy, reasonable suspicion is defined as specific and articulable facts, taken together with rational inferences from those facts, that the individual is in possession of drugs, contraband, or other illegal materials.

Smoking

The Diocesan Support Center is a smoke- and tobacco-free office. No smoking or other use of tobacco products (including, but not limited to, cigarettes, electronic cigarettes, pipes, cigars, snuff, or chewing tobacco) is permitted. Smoking is prohibited within the entire Square campus (The Cathedral of St. Andrew, the Memorial Building, St. Andrew's Schools, St. Peter's, and all parking, park and/or building within those areas). TECH does not allow smoking in any TECH vehicle (owned or rented). Employees who violate this policy may be subject to disciplinary action. Any disputes involving smoking and any employees with questions should discuss their issues/concerns with the Operations Manager. Employees will not be subject to retaliation for reporting violations of this policy in good faith.

Animals

TECH will consider allowing an employee with a disability to use a service animal at work unless doing so would result in an undue hardship. Except for service animals, no pets or animals may be brought onto TECH premises without prior approval. TECH may request reasonable documentation that an accommodation is needed.

No Solicitation/Distribution of Literature

TECH has established the following rules applicable to all employees and nonemployees that govern solicitation, distribution of written material and access to TECH property:

- Employees may engage in solicitation activities only during nonworking times. No employee may engage in solicitation during their own working time or during the working time of the employee or the employees at whom such activity is directed;
- Employees may distribute or circulate any written or printed material only in non-work areas, during nonworking times. No employee may distribute or circulate any written or printed material in work areas at any time, or during their own working time or the working time of the employee or employees at whom such activity is directed;
- Nonemployees are not permitted to solicit or to distribute written material for any purpose on TECH property; and
- Off-duty employees are not permitted in work areas.

Strict compliance with these rules is required.

As used in this policy, "working time" includes all time for which an employee is expected to be performing services for TECH; it does not include periods during which an employee legitimately is not performing services, such as during break periods, meal periods, or before or after scheduled work periods.

Rules of Conduct

To provide the best possible work environment and ensure the smooth operations of the Diocese, TECH expects employees to follow rules of conduct that will protect the interests and safety of all employees and the Diocese. Many of these rules are common sense, ethical guidelines for dealing with other people in a respectful and fair manner in the workplace. It is important for all employees to be familiar with and accept these rules of conduct.

It is not possible to list all forms of behavior that are considered unacceptable in the workplace. Additional rules may be added from time to time, and existing rules may be amended. Our rules prohibit any attempted as well as actual violation.

The following are examples of infractions of rules of conduct that may result in disciplinary action, up to and including termination of employment:

1. Theft or inappropriate removal or possession of property.
2. Falsification of any records or dishonesty in any form, including your timecard.
3. Reporting for work under the influence of illegal drugs or intoxicating liquors.
4. Possession, distribution, sale, transfer, or use of unauthorized alcohol, illegal drugs or drug paraphernalia in the workplace, while on duty, or while operating employer-owned or controlled vehicles or equipment.
5. Fighting, threatening violence, or disruptive behavior in the workplace.
6. Negligence or improper conduct leading to damage of property.
7. Failure to follow lawful instruction.
8. Violation of safety or health rules.
9. Smoking in prohibited areas.
10. Violation of Sexual and Other Prohibited Harassment Policy.
11. Possession of dangerous or unauthorized materials, such as explosives or firearms.
12. Excessive unauthorized absenteeism or tardiness or any absence without notice.
13. Leaving work property without permission from the Operations Manager.
14. Conduct that could reasonably be viewed as malicious, obscene, threatening, bullying, unlawful harassment, or conduct that is in violation of state or federal laws.
15. Unauthorized use of telephones, mail system, computer, or other employer-owned or controlled equipment.
16. Unauthorized disclosure of financial, sales or confidential, proprietary TECH business or affair, or personal information of TECH.
17. Violation of TECH policies, rules and procedures, including those outlined in this handbook.

The National Labor Relations Act (NLRA) gives employees, among other rights, the right to discuss wages, hours, and other terms and conditions of employment with fellow employees, as well as with non-employees. The NLRA also gives employees the right to argue and debate with each other about unions, management and their terms and conditions of employment. None of TECH's rules, regulations or policies, including but not limited to those in this Handbook, should be construed as prohibiting such employee discussions or rights.

Disciplinary/Corrective Action

An employee who engages in conduct considered by TECH to be improper and/or not in the best interests of TECH is subject to discipline up to and including termination with or without prior notice, warnings, or suspension. The following are examples of corrective discipline:

- A Verbal Reprimand by the supervisor (with a written notation of that warning placed in the employee's file); or
- A Written Reprimand/Counseling (with copy placed in employee's file); or
- Suspension or Discharge (with a copy of the violation that resulted in the discharge including reference to any previous verbal or written warnings given).

DISCLAIMER

THIS HANDBOOK IS MERELY A GENERAL OVERVIEW OF SOME OF TECH'S POLICIES. THE POLICIES DESCRIBED HEREIN ARE GUIDELINES REFLECTING CURRENT POLICIES AND ARE NOT INTENDED TO AND DO NOT CREATE A CONTRACT BETWEEN YOU AND TECH. TECH RESERVES THE RIGHT TO CHANGE, ADD, OR DISCONTINUE ANY POLICY OR BENEFIT (INCLUDING BENEFITS FOR WHICH AN EMPLOYEE IS ELIGIBLE BUT NOT YET ENTITLED TO BE PAID) AT ANY TIME, WITH OR WITHOUT NOTICE, UNLESS OTHERWISE RESTRICTED BY APPLICABLE LAW. THIS HANDBOOK SUPERSEDES, REPLACES, AND CANCELS ALL PRIOR HANDBOOKS.

ACKNOWLEDGMENT FORM

I have received a copy of The Episcopal Church in Hawai‘i’s (“TECH”) Employee Handbook.

I understand that the Handbook is a general overview of some of TECH’s employment policies and guidelines and that these, as well as any other policies and guidelines which may be adopted by TECH, are subject to modification, discontinuation, or change without notice by the Diocesan Council and the Bishop of the Episcopal Diocese of Hawai‘i (who also serves as the President and CEO of TECH).

I will read the Handbook. If I do not understand anything in the Handbook, I will discuss it with the Operations Manager or other appropriate TECH representative. I understand that violation of these policies and guidelines constitute reason for disciplinary actions up to and including termination.

I understand that this edition of the Employee Handbook replaces and supersedes all previous editions.

I understand that because business judgments and needs may change over time, the policies and guidelines described in this Handbook are not conditions of employment and this Handbook is not intended to create a contract between myself and TECH. **I understand that my employment is for no fixed term and may be terminated, with or without cause or notice, at any time at the option of myself or the Bishop, regardless of the length of my employment or the granting of benefits of any kind.**

In addition, I understand that no TECH representative, other than the Bishop, has the authority to enter into any written or oral employment contract or agreement for employment for any specified period of time or to limit termination to certain specified reasons or only after the exhaustion of certain procedures. I understand that such an agreement must be in writing and signed by both me and the Bishop. I agree that no such representation has been made to me.

I understand and acknowledge that nothing in this Handbook or in any other document or policy is intended to prohibit me from reporting concerns to, filing a charge or complaint with, making lawful disclosures to, providing documents or other information to or participating in an investigation or hearing conducted by the Equal Employment Opportunity Commission, National Labor Relations Board, Securities and Exchange Commission or any other federal, state or local agency charged with the enforcement of any laws.

I also understand and acknowledge that nothing about the policies and procedures set forth in this Handbook should be construed to interfere with any employee rights provided under state or federal law, including Section 7 of the National Labor Relations Act, including the right to communicate with others concerning wages, hours, benefits, and other terms or conditions of employment; to self-organize, form, join or assist labor organizations; to bargain collectively through representatives of the employees’ choosing; to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection; or to refrain from engaging in such activities.

I further acknowledge that I have received, read, and understand TECH’s Equal Employment Opportunity (“EEO”) and Sexual and Other Prohibited Harassment Policies and any additional policies prohibiting discrimination, harassment, and sexual harassment in the Supplement for the state in which I work. I agree to comply with these policies.

I understand that if I feel I have been subject to discrimination, sexual harassment, prohibited harassment, or retaliation for conduct that may violate TECH’s EEO and Sexual and Other Prohibited Harassment Policies, or any additional policies on anti-discrimination, harassment, sexual

harassment, or retaliation in the State Supplement for the state in which I work, or if I am aware of such conduct, I should immediately report the matter to their supervisor, the Operations Manager, or the Bishop. Complaints can be made orally or in writing. If any supervisor or another manager is the alleged harasser or otherwise believed to be violating this policy, the employee must report the alleged conduct to the Operations Manager, or the Bishop – reporting directly to the offending supervisor directly is not sufficient.

I acknowledge that, if I am non-exempt employee, I was “on-the-clock” (*i.e.*, I recorded my time or made sure I was clocked in) when reviewing the Employee Handbook and State Supplements (if applicable) and signing the Acknowledgment forms.

I understand that TECH will evaluate my work performance and continued employment based upon the policies and guidelines contained in this Handbook.

I also understand that in case of termination, I will settle all open employee charge accounts in full and return all tools, TECH property, including keys, prior to my last day of work. I understand and agree that any outstanding balance may be withheld from my final paycheck to the extent permitted by law.

THIS HANDBOOK SUPERSEDES, REPLACES AND CANCELS ALL PRIOR HANDBOOKS.

NAME: _____
(Print Employee’s Name)

SIGNED: _____
(Employee's Signature)

DATE: _____