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ABOUT THIS STATE SUPPLEMENT

WRNS Studio (the “Studio”) is committed to workplace policies and practices that comply with federal, state and local laws. For this reason, the Studio provides two resources for its Hawaii employees: 1) the Staff Manual and 2) the Hawaii Supplement to the Staff Manual.

The Staff Manual is your primary resource for understanding the Studio’s business practices, goals, and standards for acceptable workplace conduct. The Staff Manual applies to all Studio employees and governs the terms and conditions of your employment. Please refer to it first to find answers to your employment-related questions.

The Hawaii Supplement, however, applies only to Hawaii employees and contains specific provisions derived under Hawaii state law that apply to your employment. These two resources should be read together and, if any contradictions exist between the two, Hawaii state law controls.

Neither the Staff Manual nor the Hawaii Supplement is intended to create a contract of continued employment or to alter the at-will employment relationship. If you have any questions about these policies, please contact the Human Resources Manager.

EQUAL EMPLOYMENT OPPORTUNITY POLICIES

Equal Employment Opportunity ([back to top](#))

The Studio is committed to equal employment opportunity. It is the Studio's policy to provide equal employment opportunities to all individuals without regard to race, color, religion, sex, national origin, age, disability, or genetic information in accordance with all applicable federal, state, and local laws.

The Studio's EEO policy extends to those characteristics protected under Hawaii law. Hawaii law prohibits discrimination against employees based on race, sex, sexual orientation, age (any age), religion, color, ancestry, disability, marital status, arrest and court record, national guard participation, child support obligations, pregnancy and pregnancy-related medical conditions, breastfeeding, gender identity or expression, reproductive health decision, or domestic or sexual violence victim status. The Studio does not tolerate discrimination or harassment based upon these characteristics or any other characteristic protected by applicable federal, state or local law. This policy is not intended to afford employees with any greater rights than those granted under the existing laws.

The Studio also prohibits retaliation against an employee for disclosing or discussing sexual harassment or sexual assault.

Pregnancy Leave and Accommodation [\(back to top\)](#)

The Studio shall provide reasonable accommodation, as required by law, for the needs of an employee affected by disability due to and resulting from pregnancy, childbirth, or related medical conditions.

Furthermore, the Studio will provide a leave of absence for a reasonable period of time, as required by law, for an employee due to disability resulting from pregnancy, childbirth, or related medical conditions. "Reasonable period of time" shall be determined by the employee's physician, with regard for the employee's physical condition and the job requirements. The Studio may request a doctor's certificate estimating the length of leave and the estimated commencement and termination dates of leave required by the employee. An employee who takes a pregnancy disability leave will be reinstated to her original job or to a position of comparable status and pay, without loss of accumulated service credits and privileges. The Studio may request, prior to the employee's return, a medical certificate from the employee's physician attesting to the employee's physical condition and approving return to work.

A leave under this section shall run concurrently with any other leave for the same reason that the employee is eligible for, including but not limited to an FMLA leave.

[Lactation Accommodation \(back to top\)](#)

The Studio will provide reasonable break time to express milk for a nursing child for one year after the child's birth each time the employee has a need to express breast milk. The employee will be provided with a location, other than a restroom, that is shielded from view and free from intrusion from coworkers and the public that may be used by an employee to express breast milk.

PAY PRACTICES

[Final Pay \(back to top\)](#)

If the Studio terminates an employee, the Studio will provide the employee with the final paycheck at the time of termination, except that the final paycheck may be provided the next working day if the

employee is terminated at a time and under conditions that prevent immediate payment. If an employee resigns and provides at least one pay period's notice, the Studio will provide the final paycheck at the time of termination; if the employee provides less than one pay period's notice, the Studio will provide the final paycheck on or before the next regularly-scheduled pay day.

TIME OFF AND OTHER LEAVE BENEFITS

[Pregnancy Disability Leave \(back to top\)](#)

See above under Pregnancy Leave and Accommodation.

[Leave and Accommodation for Victims of Domestic Violence, Sexual Assault and Stalking \(back to top\)](#)

This policy replaces the Time Off for Victims of Crime or Abuse and Accommodations for Victims of Domestic Violence, Sexual Assault & Stalking Leaves and Accommodation policies specified in the Staff Manual, for Hawaii employees only.

The Studio will allow eligible employees who are victims of domestic violence, sexual assault, or stalking, or who have a minor child who is a victim of these crimes, to take a reasonable period of leave to: seek medical attention; obtain victim services; obtain psychological or other counseling; temporarily or permanently relocate; or take legal action. A reasonable period of leave is up to 30 days in a calendar year.

Where an employee is a victim of domestic or sexual violence and seeks leave for medical attention to recover from physical or psychological injury or disability caused by domestic or sexual violence, the employer may request that the employee provide: (1) a certificate from a health care provider estimating the number of leave days necessary and the estimated commencement and termination dates of leave required by the employee; and (2) prior to the employee's return, a medical certificate from the employee's attending health care provider attesting to the employee's condition and approving the employee's return to work.

Where an employee has taken not more than five calendar days of leave for non-medical reasons, the employee shall provide certification to the employer in the form of a signed statement within a reasonable period after the employer's request, that the employee or the employee's minor child is a victim of domestic or sexual violence and the leave is for one of the purposes enumerated in subsection (a). If the leave exceeds five days per calendar year, then the certification shall be provided by one of the following methods: (1) a signed written statement from an employee, agent, or volunteer of a victim services organization, from the employee's attorney or advocate, from a minor child's attorney or advocate, or a medical or other professional from whom the employee or the employee's minor child has sought assistance related to the domestic or sexual violence; or (2) a police or court record related to the domestic or sexual violence.

A staff member must provide the Studio with reasonable advance written notice of their intention to take time off under this policy, unless the advance notice is not feasible. Staff members may use accrued PTO, or sick leave if applicable, for time off under this policy.

Confidentiality of the situation, including an employee's request for the time off, will be maintained to the extent possible. All information provided to the Studio under this policy, including statements of the

employee, or any other documentation, record, or corroborating evidence, and the fact that the employee or employee's minor child has been a victim of domestic or sexual violence or the employee has requested leave pursuant to this section, shall be maintained in confidence by the Studio, and shall not be disclosed, except to the extent that disclosure is: (1) requested or consented to by the employee; (2) ordered by a court or administrative agency; or (3) otherwise required by applicable federal or state law.

[Time Off to Vote \(back to top\)](#)

The Studio shall provide time off to vote as required under Hawaii law. Any voter shall on the day of the election be entitled to be absent from employment for a period of not more than two hours (excluding any lunch or rest periods) between the time of opening and closing the polls to allow two consecutive hours in which to vote. The Studio will not reschedule the employee's normal hours due to such absence nor make any wage deductions. This time off for voting, however, does not apply to any employee whose hours of employment are such that the employee has a period of two consecutive hours (excluding any lunch or rest periods) between the time of opening and closing the polls when the employee is not working. The Studio may request that the employee present a voter's receipt to constitute proof of voting; if the employee fails to vote after taking time off for that purpose the Studio, upon verification of that fact, may make appropriate deductions from wage for the absence.

[Leave for Organ and Bone Marrow Donation \(back to top\)](#)

The Studio will provide to an employee a leave of absence not exceeding: (1) Seven days each calendar year to serve as a bone marrow donor or peripheral blood stem cell donor; and (2) Thirty days each calendar year to serve as an organ donor; provided that the employee shall submit written verification to the Studio that the employee is an organ donor, bone marrow donor, or peripheral blood stem cell donor and that there is a medical necessity for the donation of the organ, bone marrow, or peripheral blood stem cells.

Any period of time during which an employee is required to be absent from work to serve as an organ donor, bone marrow donor, or peripheral blood stem cell donor shall not constitute a break in the employee's continuous service for the purpose of the employee's right to salary adjustments, sick leave, PTO, annual leave, or seniority. During any period that an employee takes leave under this policy, the Studio shall maintain and pay for coverage under a group health plan, for the full duration of the leave, in the same manner as the coverage would have been maintained if the employee had been actively at work during the leave period.

The Studio may require as a condition of an employee's initial receipt of leave provided pursuant to this policy that the employee take up to three days of earned but unused sick leave, PTO, or paid time off, or unpaid time off, for bone marrow or peripheral blood stem cell donation and up to two weeks of earned but unused sick leave, PTO, or paid time off, or unpaid time off, for organ donation.

Leave provided under this policy shall not be taken concurrently with any leave taken pursuant to the federal FMLA. Leave may be taken in one or more periods, but in no event shall exceed the amount of leave specified above.

Upon expiration of a leave under this policy, the Studio shall restore an employee to the position held by the employee when the leave began or to a position with equivalent seniority status, employee benefits,

pay, and other terms and conditions of employment. The Studio may decline to restore an employee as required in this section because of conditions unrelated to the employee's exercise of rights under this policy.

[Hawai'i Temporary Disability Insurance \(back to top\)](#)

Eligible employees who are unable to work due to a temporary disability (including pregnancy) can apply to receive compensation under the Hawaii Temporary Disability Insurance (TDI) program.

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

1. Notify the Studio immediately of the disability.
2. Ask for Form TDI-45, Claim for TDI Benefits, from the Studio. A TDI claim must be filed within 90 days of the start of the disability period.
3. Complete Part A, Claimant's Statement, of the claim form.
4. Take the form to the physician or advanced practice registered nurse to have disability certified on Part C, Doctor's Statement.
5. Have the Studio complete Part B, Employer's Statement.
6. Mail the form to the Studio's TDI insurance company. Please contact Human Resources for details.
7. The Studio or the insurance carrier will notify the employee of his or her entitlement to benefits.

The Studio or insurance carrier will notify the employee in writing if the claim is denied. If the employee disagrees with the denial, the employee may appeal by explaining why they disagree and send two copies to this Division in Honolulu or the nearest Department of Labor & Industrial Relations District Office. The employee has 20 calendar days from the mailing date of the denial notice to appeal. Furthermore, an employee who disagrees with the amount of benefits paid by the Studio or the TDI insurance carrier may appeal to the state Department of Labor and Industrial Relations District Office nearest the employee.

ADDITIONAL POLICIES

[Workers' Compensation \(back to top\)](#)

[Employees in Hawaii may be eligible for workers' compensation benefits pursuant to applicable law if injured while at work.](#)