

**SECTION 5**

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**PERSONNEL POLICIES**

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(Updated September, 2005)

## **SECTION 5 PERSONNEL POLICIES**

### **I. EMPLOYMENT REQUIREMENTS AND PROCEDURES**

A) Scope of These Policies

These personnel policies apply to all employees and volunteers, full-time, part-time, or temporary, working for a Parish or School within the Diocese of Gaylord or in a diocesan office. For those employees working under a signed contract, and/or separate policies issued through the Secretariat for Faith Formation of Children and Youth, Diocese of Gaylord, those contracts or policies shall take priority in the event there is any conflict with these policies. For purposes of these policies, the words “employing entity” or “employer” will be deemed to include the Parish, School, or Diocesan Office, as may be applicable.

B) Nature of Policy

The policies set forth in this document are not intended to create a contract, nor are they to be construed to constitute contractual obligations of any kind or a contract of employment between the employing entity and any of its employees. The provisions in this document have been developed at the discretion of the employing entity and, except for its policy of employment-at-will, may be amended or cancelled at any time by the Bishop of the Diocese of Gaylord.

C) Applicability

Should any policies contained herein be inconsistent with provisions of the Code of Canon Law, the Code of Canon Law shall apply and supersede those policies.

D) Equal Opportunity

The employer is fully committed to a policy of equal opportunity in all of its employment practices. As such, the employer endorses efforts to eliminate and prevent discrimination on the basis of age, race, color, sex, national origin, or other legally-protected status. Since a person’s faith and Church participation may be essential to his or her role on behalf of the employer, religion will not be a protected category for purposes of nondiscrimination. Anyone who accepts a position with the employer is expected to fulfill the position in accord with the mission of the employer and according to the laws and practices of the Roman Catholic Church.

#### E) Rights and Obligations

All employees of the employer will be afforded the rights contained herein and will also be bound by the duties and obligations which are set forth in these policies. The employee recognizes and accepts the fact that working within the structure of the employer implies understanding its special mission and orientation and agrees to conduct himself or herself personally and professionally so as to reflect plainly and consistently the operational principles of the employer. The employee also recognizes and acknowledges the fact that there is within the Catholic Church a body of officially-taught and commonly-accepted beliefs, the communication of which is a fundamental purpose and mission of the employer.

The employment philosophy of the employer, as it relates to an ongoing employer/employee relationship, is that mutual satisfaction on the part of the employer and employee is essential in order for the mission of the employer to be carried out and for the employee to be effective in working within the scope of the employer's mission, philosophy, ethical standards and other practices which might distinguish it from other employers. If the employer or the employee is dissatisfied with the other for any reason, it is in the best interest of both parties that the employment relationship be terminated.

#### F) Employment Term

The employing entity will hire individuals on an at-will basis. Either the employer or the employee may terminate the employment relationship with or without cause or with or without notice at any time. The employee will continue to be employed by the employing entity only as long as the employing entity shall, in its sole discretion, determine. The employing entity and the employee recognize and support the reality that continued employment cannot be guaranteed. Accepting employment with the employing entity is not to be construed as a guarantee of ongoing employment. In order to receive any applicable accrued benefits, an employee must give a two (2) week notice of intended termination of employment to the employer.

#### G) Employment Eligibility Verification

Prior to hiring for a particular position, an applicant's eligibility for employment must be verified according to the Immigration Reform and Control Act of 1986. The appropriate forms must be completed and placed in his/her personnel file. The employer may require a criminal background check for employment purposes.

## H) Harassment and Working Environment (March 1, 2003)

### 1) Preamble

It is the policy of the employer to make a sincere and reasonable effort to provide a Christian work environment free from sexual harassment. Sexual harassment in the workplace is illegal and will not be tolerated.

### 2) Purpose

The purpose of this policy is to address sexual harassment by those who are leaders in the Church, persons in its employ, independent contractors, or persons acting as Church volunteers.

### 3) Definition

Sexual harassment is behavior that creates an offensive, hostile, or threatening work or educational environment. Examples of sexual harassment include, but are not limited to: unwanted sexual advances, demands for sexual favors in exchange for favorable treatment or continued employment, sexual jokes, sexual advances or propositions, verbal abuse of a sexual nature, graphic, verbal commentary about an individual's body, sexual prowess or sexual deficiencies, leering, whistling, touching, pinching, assault, coerced sexual acts, suggestive, insulting, or obscene comments or gestures, and display of sexually suggestive objects or pictures in the religious, employment, or educational setting. This also includes the electronic transmission or promotion of any of the previously mentioned examples, or those not listed but clearly intended as a means of sexual harassment.

### 4) Process

One way of resolving complaints is the willingness of one person to approach the other in order to reach a resolution of the complaint. It is hoped that the persons involved can resolve complaints of a less substantial nature between themselves. The following format may be used:

#### INFORMAL PROCESS

- a) A person (complainant) who believes that he or she has been the subject of sexual harassment of a less substantial nature should detail the alleged act(s) of sexual harassment in writing and retain it.
  
- b) The complainant should then attempt to resolve the complaint with the alleged violator (respondent) directly and document the interaction and retain it.

- c) The complainant should notify a supervisor of the alleged problem and resolution.

If the sexual harassment continues after a documented attempt to resolve the complaint, the complainant should seek resolution of the complaint through the formal process.

### FORMAL PROCESS

The formal process is utilized for complaints of repeated less substantial forms of sexual harassment, or sexual harassment of a more serious nature, such as hostile or offensive verbal or physical sexual conduct. However, this process may also be employed if complaints are not resolved under the informal process. The Diocesan Sexual Harassment Panel will investigate all complaints of sexual harassment which are brought before it through the formal process.

- a) A person (complainant) who believes that he or she has been the subject of sexual harassment by an alleged violator (respondent) must detail, completely and clearly, the alleged conduct in writing (complaint). Any witnesses to the alleged harassment must be identified in the complaint.
- b) The complainant must lodge the formal written complaint to the members of a diocesan sexual harassment panel. This panel shall consist of at least 5 members to be appointed by the bishop. One member of this panel should be a priest, one member should have experience in the dynamics of sexual harassment, and one member should be a licensed attorney with the remaining members lay persons. Representatives from both genders shall be on the panel. The panel shall not function without a majority of members. If a member of the panel is either the complainant or the respondent, he or she will be recused from the panel for that case.
- c) The panel will notify the respondent in writing of the complaint within five (5) working days from receipt of the complaint.
- d) The respondent must answer the complaint in writing within fifteen (15) working days.
- e) If the respondent admits to the complaint or fails to answer, the panel may make a recommendation regarding reprimand to the

appropriate supervisor, pastor and/or secretariat director, or it shall take other action, as it deems fit, to resolve the matter.

- f) If the alleged violator denies the complaint within the allotted time frame, a conference will take place within forty-five (45) working days from the panel's receipt of the complaint. The panel will have the discretion to hold this conference with the parties together or separately. At any time prior to the conference, the panel may ask for additional information from the parties or interview witnesses.
- g) Either party has the right to appoint an advocate for assistance.
- h) After the conference, the panel will make a recommendation regarding the resolution of the matter to the appropriate supervisor, pastor and/or secretariat director.
- i) The panel may extend the time frame for holding a conference, as the panel, in its sole discretion, shall deem necessary. If there is a pending criminal investigation regarding either of the parties or if either of the parties to the complaint have threatened to file litigation concerning matters which relate, either directly or indirectly to the complaint, the panel, in its sole discretion, may choose to delay indefinitely or dismiss the complaint, investigation or recommendations.
- j) The panel will be notified in writing of any action taken after the panel has made a recommendation regarding resolution of the matter.

#### 5) Reprisals / False Accusations

The Diocese of Gaylord will not tolerate reprisals against any person(s) who make sexual harassment complaints. By the same token, the employer will not lightly treat false or malicious accusations of sexual harassment against any person.

#### 6) Employer Restrictions

Nothing in this policy shall be intended to restrict the employer in any way from suspending or terminating any person's employment, contract or services at any time, with or without notice or cause.

#### 7) Amendment

This policy can only be amended by the Bishop of the Diocese of Gaylord in consultation with the Diocesan Pastoral Council and the Presbyteral Council.

I) Offer of Employment

The selection of new employees will be accomplished through a joint effort between the immediate supervisor and the Pastor. The offer of employment may only be made in writing by the Pastor or a designated representative, setting forth the job description, beginning date of employment, starting salary and any special conditions relating to the position, including ending date of employment when necessary. A physical examination may be required after an employee is hired.

J) Job Description

Individual job descriptions containing the following shall be developed for each position and provided to respective employees:

- 1) A job title which accurately conveys the function of the position.
- 2) The minimum requirements and qualifications for the position.
- 3) The general responsibilities of the position, which are not to be so narrowly interpreted as to exclude reasonable additional expectations and requests by the employer.
- 4) A description of the lines of authority/accountability, communication and relationships with other individuals or organizations.

K) Relatives of Employees

Relatives of any staff member currently employed by the employer are not eligible for full-time employment consideration. Exception to this policy may occur when assistance is needed for temporary assignments or special short-term projects at the sole discretion of the employer.

L) Orientation

All new employees will be given an opportunity to learn about the operations of the employing entity and their position through orientation meeting(s) conducted during the first few weeks of employment. In addition to general information about the employing entity, the immediate supervisor and the employer will provide newly-hired employees with information about personnel policies, procedures, benefit programs, offices, and the like.

A completed sign-off form for personnel policies and certification of orientation will be placed in the newly-hired employee's file within thirty (30) days of hiring. It is the employee's responsibility to become familiar with the above items.

M) Authority

Modifications or exceptions to any employment agreement must be stated in writing to be binding on either party. No employee or agent of the employer is authorized to state or in any manner imply that continued employment with the employer is guaranteed under any circumstances. Periodically, these employee policies may need to be adjusted to reflect changes in federal or state laws and diocesan procedures. No one except the Bishop of the Diocese of Gaylord may modify the terms and conditions of these policies. However, an Addendum is attached to these policies containing the various benefits offered to employees from the applicable employing entity.

## II. STATUS OF EMPLOYMENT AND EVALUATION

A) Employment Status

All employees will hold one of the following designations of employment status according to the federal Fair Labor Standards Act (FLSA) of 1938:

- 1) Exempt Employees – Supervisors, Administrators and Professionals are not covered by the FLSA and do not receive overtime pay or compensatory time. To be exempt, at least 80 percent of a person's work must be executive or administrative in nature, requiring the regular exercise of discretion and independent judgment.

- 2) Nonexempt Employees – Employees who perform work other than executive or administrative work as defined by the FLSA must receive compensation for overtime at a rate of time and a half as legally required.

B) Types of Positions

In addition to the above-noted FLSA categories, employees will also be designated according to the amount of time on the job (full-time or part-time) and the method of pay (salaried or hourly). The following categories will be utilized:

- 1) Full-time -- (Salary/Hourly) A lay employee who is scheduled to work at least 37 ½ hours per week on a continuous basis will be compensated (weekly/biweekly) on a salaried or hourly basis.
- 2) Part-time I – (Salary/Hourly) A lay employee who is scheduled to work 20 or more hours per week, but less than 37 ½ hours, on a continuous basis will be compensated (weekly/biweekly) on a salaried or hourly basis.
- 3) Part-time II – (Hourly) An employee who is scheduled to work less than 20 hours per week on a continuous basis will be compensated (weekly/biweekly) on an hourly basis.
- 4) Temporary – An employee who is hired into one of the above categories, but for a limited and specified period of time, not to exceed four (4) months. The employee will receive no benefits other than those required by law.
- 5) Volunteer – A volunteer is any person who provides a service to the employer without receiving compensation or benefits. Volunteers are expected to function within the scope of the employer's mission, philosophy and policies. Each volunteer is to have a written agreement, stating the responsibilities and obligations between the volunteer and the employer. Expenses will be reimbursed as stated in the agreement. Volunteers are not employees of the employer and are not entitled to any of the monetary or fringe benefits given to employees.
- 6) Independent Contractors/Consultants – Independent contractors/consultants are not covered by the provisions of this Personnel Policy. Independent contractors/ consultants are expected to perform their duties in a manner which reflects the values and principles of the Diocese.

C) Special Employment Status

An overriding concern of the employer is that the employee not be engaged in any activity which adversely affects his or her work-related responsibilities. Therefore, whenever there is potential conflict in responsibilities, the employee is required to receive documented approval from his or her immediate supervisor prior to acceptance of additional employment, appointment, or election to a board, commission, agency, or committee.

D) Clergy and Religious

All priests working in the Diocese of Gaylord and all individuals contracted to work in the Diocese from a religious community shall be considered independent contractors, absent any other written agreement between the parties to the contrary. Contractual relationships are established between the employer and the individual's appropriate superior for the services of the individual.

E) Expense Reimbursement

Expenses incurred while performing employer-related duties will be reimbursed when documentation is presented and approved by the employing entity as part of its normal disbursement schedule.

F) Evaluation and Evaluation Records

Evaluations are done for the purpose of promoting the continual growth and development of the employee and employer and, as such, will be used to determine promotions, raises, dismissals and training opportunities.

- 1) New Employees – Written evaluations by the employee's immediate supervisor will be made at the end of the third month of employment.
- 2) All Other Employees – All other employees will receive periodic evaluations, at least annually, by their immediate supervisors.
- 3) Response – An employee will be permitted to respond to any evaluation in writing within seven (7) calendar days of the evaluation, and that response will be kept as part of the employee's personnel file.

## G) Personnel Records

A cumulative personnel record is maintained for each employee by the employing entity.

Personnel files are available to employees provided they make timely and reasonable requests and the viewing of the file is done during regular business hours under supervision in the office in which the file is maintained.

No personnel information will be released from any employing entity's office without authorization of the employer or as may otherwise be required by law.

Information in an employee's personnel file will generally contain items which identify the employee and have been or are likely to be used with regard to that employee's qualifications for employment, promotion, transfer, additional compensation or disciplinary action, excepting items prohibited by law.

It is important that all employees keep the employing entity promptly informed of any change in address, telephone number, marital status or number of dependents.

## III. COMPENSATION OF EMPLOYEES

### A) Wage and Salary Administration

For all employees, compensation will be paid on a biweekly basis, unless otherwise mutually agreed upon between the employer and employee. If a payday falls on a holiday and the offices are closed, checks will be available the last workday before the holiday.

### B) Overtime

All employees, except those exempted as executive, administrative or professional, are covered by the overtime provisions of the federal Fair Labor Standards Act of 1938.

Overtime will be authorized only when absolutely necessary to meet a deadline. Overtime work must be approved in advance by the employee's supervisor in writing except in case of an emergency. Overtime compensation is earned at the rate of one and one-half hours for every hour worked in excess of forty (40) hours

per week. Where applicable, overtime will be paid in compensatory time and must be taken within either the pay period in which it was earned or the next following period or it shall be forfeited. Compensatory time off must be approved in advance in writing by the employee's supervisor.

## C) Employee Benefits

The following benefits are not necessarily applicable to all employees. An employee should refer to other provisions within these policies, the Addendum, and check with his or her supervisor for further details:

- Health, Medical and Dental Insurance – as applicable
- Workers' Compensation – as applicable
- Unemployment – as applicable
- Retirement – as applicable
- Group Life Insurance – as applicable
- Disability – as applicable

### 1) Health, Medical and Dental Insurance

Employees scheduled to work twenty (20) or more hours per week on a continuous basis are entitled to receive individual health and medical insurance coverage as chosen by the employer unless the employee is covered by similar coverage under his/her spouse's medical plan. Other employees, if desired, may purchase health and medical insurance coverage at existing premiums, either individually or for any or all eligible family members at their own cost, providing such coverage is available from the insurance carrier.

Eligible employees have the option of choosing an HMO through Blue Care Network or the Blue Cross Blue Shield plan selected by the employer, as well as dental insurance, if offered by the employer. The employer reserves the right to determine and/or limit the amount it will pay toward employee health, medical and/or dental insurance premiums, prescriptions, and any relevant riders, as allowed by law.

Newly-hired eligible employees have sixty (60) days from their employment date to select coverage through the group health plan. Coverage will become effective the first of the month following the date the enrollment form is signed. If the employee fails to select coverage within

sixty (60) days from the employment date, he/she must wait for the next available enrollment period before the employee will become eligible for medical benefits.

2) Flexible Benefit Plan

The Flexible Benefit Plan will allow eligible employees to reduce their out-of-pocket costs for many of their non-reimbursed after-tax medical, dental, vision and dependent care expenses. See employing entity for further details.

3) Lay Employee's Retirement Plan

The purpose of this plan is to provide financial assistance during retirement years for eligible employees. The plan also provides benefits in the event the employee becomes disabled as defined in the Plan or dies prior to retirement. Participation in this program is mandatory for all lay employees and permanent deacons who are scheduled to work twenty (20) or more hours per week for five (5) or more months of a calendar year. This does not include employees who are classified as temporary or seasonal. Participation is effective the first day of eligible employment.

4) Unemployment Compensation Program

Applying for and receiving unemployment benefits shall be subject to the qualifications and requirements under State law.

5) Group Life Insurance

Michigan Catholic Conference offers a Life Insurance Program for eligible employees of all participating units throughout the Province of Michigan. These plans are designed to assist the employee who is disabled from work for a period of time and whose disability is not related to his or her employment. Unit participation in these programs is optional at the discretion of the employing entity. Premiums for this program are paid by the employer.

6) Disability

Michigan Catholic Conference offers Short and Long Term Disability Programs for eligible employees of all participating units throughout the

Province of Michigan. These plans are designed to assist the employee who is disabled from work for a period of time and whose disability is not related to his or her employment. Unit participation in these programs is optional at the discretion of the employing entity. Premiums for this program are paid by the employer.

#### IV. HOURS / ATTENDANCE / WORKWEEK

##### A) Absences

Employees are expected to maintain good attendance records. When absent from work on a scheduled workday, employees must notify their immediate supervisor (or the receptionist if the immediate supervisor cannot be reached) of the reason for their absence. Further, they should be notified at the beginning of the workday so as to allow adjustments in staffing if necessary. If the absence is to continue beyond the first day, the employee must notify the supervisor on a daily basis unless otherwise arranged. Absence for three (3) consecutive workdays without notifying the supervisor is considered a voluntary termination.

All employer-paid absences must be charged either to sick leave, personal leave or vacation, whichever is appropriate. Only after appropriate paid leave has been used may unpaid leave be granted.

The penalty for an unexcused absence will, at a minimum, be loss of pay for the lost time involved. An absence is unexcused if not approved by the immediate supervisor.

##### B) Time Records

All hourly employees and those persons required by their supervisors must fill out appropriate time sheets which are to be signed by the employee and supervisor.

##### C) Workweek

The workweek begins at 4:31 p.m. on Friday and runs through 4:30 p.m. on the following Friday.

## V. ABSENTEEISM AND TIME OFF

### A) Absences

Employees are expected to maintain good attendance records. When absent from work on a scheduled workday, employees must notify their immediate supervisor (or the receptionist if the immediate supervisor cannot be reached) of the reason for their absence. Further, they should be notified at the beginning of the workday so as to allow adjustments in staffing if necessary. If the absence is to continue beyond the first day, the employee must notify the supervisor on a daily basis unless otherwise arranged. Absence for three (3) consecutive workdays without notifying the supervisor is considered a voluntary termination.

All employer-paid absences must be charged either to sick leave, personal leave or vacation, whichever is appropriate. Only after appropriate paid leave has been used may unpaid leave be granted.

The penalty for an unexcused absence will, at a minimum, be loss of pay for the lost time involved. An absence is unexcused if not approved by the immediate supervisor.

### B) Holidays

If a holiday falls on a weekend, either the Friday before or the Monday after (whichever is closer) will be taken as the holiday for eligible employees. See Addendum for days and eligibility.

### C) Vacation

Eligible employees accrue vacation on the employee's anniversary date. Years of service include actual employment as a full-time or part-time employee. See Addendum for days and eligibility.

- 1) Each supervisor schedules vacations based on employee requests, subject to continuing orderly operations.
- 2) Requests for vacation time should be made at least four (4) weeks in advance, and are normally granted on a first come, first served basis.
- 3) When a paid holiday falls within an employee's scheduled vacation, the paid holiday will not be counted as a day of vacation.

- 4) Vacation benefits will not accrue during any period an employee is absent from work.
- 5) Regular full-time employees may carry over to the following calendar year a maximum of ten (10) days of vacation time. Any unused time during the previous year in excess of ten (10) days is forfeited. Upon voluntary termination of employment with fifteen (15) days advance notice, employees will be compensated for unused vacation time not to exceed ten (10) days.
- 6) Vacation time off is paid at the employee's base pay rate at the time of vacation. It does not include overtime or any special forms of compensation such as incentives or bonuses.
- 7) Men and women religious working for an employing entity shall have the same vacation benefits as other personnel in that employing entity.

D) Sick Leave

Eligible employees receive sick leave for routine illness. See Addendum for days and eligibility. All of the following conditions apply:

- Employee's supervisor or responsible person must be notified in advance, if possible, in the event of absence.
- Sick leave is not accrued or carried over from year to year, nor can it be borrowed from another person or a future year.
- The sick leave year is July 1 to June 30.
- Absenteeism in excess of five (5) consecutive workdays for medical reasons, whether paid or unpaid, requires written documentation from a physician.
- Sick leave is to be used only for illness of self or an immediate family member; not for extra vacation or personal leave.
- A physician's statement may be required if there is any question regarding illness which results in the excessive use of sick leave or if reduced

effectiveness in performance is noticed. A release of information from the employee can be required from the employer to allow for consultation between the employer and the attending physician/therapist in order for use of sick leave to continue or prior to the employee being allowed to return to work.

- Unused sick leave is not compensated at the time of termination for any reason whatsoever.

E) Snow / Weather Days

Whenever the employing entity's office remains open for business during periods of inclement weather, employees electing not to come into the office are expected to use vacation or personal time.

F) Family Medical Leave

The employer conforms to the Family Medical Leave Act of 1973. The employer will provide employees up to twelve (12) weeks of unpaid leave:

- 1) in connection with the birth of a child or placement of a child for adoption or foster care; or,
- 2) to care for a child, spouse, or parent with a serious health condition; or,
- 3) when an employee is unable to perform his or her job because of a serious health condition.

During this leave, the employer will continue to provide the same benefits as the employee enjoyed previous to this leave. However, vacation, sick leave, or other personal leave days shall not continue to be earned or accrue while an employee is on FMLA leave.

G) Unpaid Educational or Personal Leave

Full-time employees may be granted a special leave of absence without pay or with-out guarantee of re-employment by the employing entity for educational or personal reasons. The leave may be for twelve (12) months, and possibly may be extended by the employer upon written request, but cannot extend beyond twenty-four (24) months. All accrued leave time is lost upon leaving employment

with the employing entity. Prior length of service in employment with the employing entity shall be the basis for determining benefit levels upon return from leave if re-employed. Benefits do not continue or accrue during such leave.

H) Worker's Compensation

Work-related injuries are covered by the Workers' Disability Compensation Act. Sick leave does not apply under these conditions. For further details, employees should contact their supervisor.

I) Funeral Leave

In the case of the death of an employee's spouse, child, or parent, a five (5) day paid funeral leave is provided. A three (3) day paid leave is granted in the event of death of other family members. Other family members include the grandparents, brothers and sisters of the employee or his/her spouse, or their children.

J) Jury Duty

A regular full-time employee shall be entitled to a leave of absence with pay throughout the duration of any jury duty. Payment received for jury duty by the employee from the Court, except for non-reimbursed expenses, shall be remitted to the employer. Jury duty pay will be calculated on the employee's base pay rate times the number of hours the employee would otherwise have worked on the day(s) of absence.

K) Personal Days

Personal days may be available for eligible employees at the discretion of the employing entity and may be taken for special occasions, such as birthdays, religious purposes, or circumstances or events not otherwise covered in this policy. For those employing entities which offer personal days, new employees must be with the employing entity for not less than six (6) months of continuous employment before they become eligible for personal days. Personal days may not be carried over to the next year. Employees will not be compensated for unused personal days at the end of a year or at termination of employment. See Addendum for days and eligibility.

L) Military Duty

An employee in the Reserves or National Guard, upon his or her request, shall be granted military leave of absence without compensation to engage in a temporary tour of duty with proof of call of duty. Vacation or available time may be used for the military leave.

M) Continuing Education

Employees are encouraged to continue to develop their professional skills. Participation in continuing education programs is optional at the discretion of the employer. If an employee is asked to attend a conference, workshop, or training session by his/her supervisor, the expense and time off for attending will be paid by the employing entity. Otherwise, time off and expenses will not be paid unless:

- prior written approval has been received in advance from the employee's supervisor, and
- the training is directly related to or will assist the employee's performance in tasks and responsibilities assigned by the employer.

## VI. WORK ENVIRONMENT

A) Employee Conduct and Dress Code

Appearances are important when dealing with the public, as well as within the organization. Therefore, every effort should be undertaken to make a positive impression on everyone the employer comes in contact with – on the telephone or in person.

Employees are expected to maintain a professional appearance and manner at all times. The employer's employees best advance the work of the Church when they manifest attitudes of joy, friendliness and helpfulness in discharging their duties. Further, employees are expected to use good judgment, according to weather, fashion, etc., about appropriate clothing and appearance. The employer encourages employees' attire and general appearance to be neat, clean and appropriate in order to make a good impression to other employees and visitors. Propriety questions should be directed to the immediate supervisor.

B) Confidentiality

Employees must use discretion in discussing the employer and its affairs, particularly outside the offices of the employer. Materials considered confidential should not be removed from the premises without prior approval from the immediate supervisor.

C) Housekeeping

All employees shall endeavor to maintain a neat, clean workplace. While beverages are allowed at work desks, for sanitary reasons, food should be consumed only in designated break rooms or lunch rooms or outside areas, not at work stations, storage areas, or hallways.

D) Personal Property

The employer is not liable for the loss of, or damage to, personal property on its premises. The employer strongly recommends that employees do not bring to work any valuable items or possessions.

E) Parking

To the extent the employer provides parking for its employees, the employer is not responsible for damage to, or theft of, an employee's automobile or other personal property. It is recommended that automobiles be properly secured by the employees.

F) Building Security

The employer asks that all employees be responsible to insure security of its premises. Any employee remaining at the end of the regular working day shall insure that the exit doors are securely locked.

G) Personal Telephone Calls

The availability of telephone lines is important for the continued operation and success of our mission. The employer recognizes that employees may occasionally need to make or receive vitally important personal telephone calls during the workday. The employer encourages employees to keep personal telephone calls to a minimum and, for calls that are not truly urgent or necessary,

employees should make the call while on break. Employees will reimburse the employer for any personal long distance calls made by the employee.

## VII. TERMINATION OF EMPLOYMENT

### A) Resignations

Resignations are considered to be voluntary terminations of employment. In voluntary terminations, the employee is requested to give at least fifteen (15) days written notice of their intent to the supervisor.

### B) Retirement

An employee contemplating retirement should contact the Payroll Office at least three (3) months in advance of the effective date of retirement in order to process the necessary paperwork.

### C) Dismissal

Dismissal refers to the termination of employment on the initiative of the employer. The employer may decide, at any time, with or without cause and with or without notice, to dismiss an employee. Although an employee may be dismissed for any reason, or no reason at all, there are certain events or conduct which will result in dismissal, or which employees should be aware, such as:

- Uncertain financial conditions within the employing entity.
- Complete or partial closing of an employee's office or position.
- Unwillingness of an employee to abide by the policies, procedures and rules of the employing entity.
- Work performance that does not manifest competency or the fulfillment of basic expectations and requirements of the position.
- Excessive use of sick leave.

- Inability to work within the basic philosophy, goals and purposes of the employing entity.
- Chronic tardiness, absenteeism, chronic/problematic substance abuse, professional or criminal violations.
- Insubordination, intimidation, or failure to follow instructions of superiors.
- Misrepresentations in an employee's application, resume, evaluations, or work records or reports.
- Personal practices, malpractice, unethical practice, conflicts with fellow employees, or attitudes or behaviors, within or without the work place, which affect the morale, job performance or rights of other employees, or reflect negatively upon the employer or colleagues.

The foregoing items are not complete or exclusive of other events or conduct not articulated here which will lead to dismissal, this being an at-will employment relationship.

An exit interview may be conducted with employees. All property belonging to the employing unit must be returned at the time of the exit interview.

## VIII. ATTACHMENTS

- A) Benefits Addendum
- B) Acknowledgment and Agreement
- C) Offer of Employment
- D) Sign-off for Personnel Policies

(See the following pages for these forms.)

ADDENDUM  
AVAILABLE BENEFITS

The benefit package of \_\_\_\_\_ includes only the following items which are checked:

(Employee)

Health/Medical Insurance

Single coverage is available: *(check one)*

- . at a monthly cost to the employee of \$\_\_\_\_\_.
- . at no cost to the employee.

Family and dependent coverage is available: *(check one)*

- . at a monthly cost to the employee of \$\_\_\_\_\_.
- . at no cost to the employee.

Dental Insurance

Single coverage is available: *(check one)*

- . at a monthly cost to the employee of \$\_\_\_\_\_.
- . at no cost to the employee.

Family and dependent coverage is available: *(check one)*

- . at a monthly cost to the employee of \$\_\_\_\_\_.
- . at no cost to the employee.

Group Life Insurance *(check one)*

- . The Parish does participate in the Life Insurance Program.
- . The Parish does not participate in the Life Insurance Program.

Disability Insurance *(check all that apply)*

- . The Parish does participate in the Short Term Disability Program.
- . The Parish does not participate in the Short Term Disability Program.
- . The Parish does participate in the Long Term Disability Program.
- . The Parish does not participate in the Long Term Disability Program.

Holidays (check all that apply)

- |                                |                                |
|--------------------------------|--------------------------------|
| . New Year's Day               | . All Saints Day               |
| . Presidents Day               | . Veterans Day                 |
| . Martin Luther King Day       | . Thanksgiving Day             |
| . Ash Wednesday                | . Friday after Thanksgiving    |
| . Good Friday (all day)        | . Immaculate Conception        |
| . Good Friday (half day)       | . Christmas Eve Day (all day)  |
| . Ascension Thursday           | . Christmas Eve (half day)     |
| . Memorial Day                 | . Christmas Day                |
| . Independence Day/4th of July | . New Year's Eve Day (all day) |
| . Assumption of Mary           | . New Year's Eve (half day)    |
| . Labor Day                    | . Other (please list)          |
| . Columbus Day                 |                                |

Vacation *(check one)*

- . Five (5) work days / after \_\_\_\_\_ year(s)
- . Ten (10) work days / after \_\_\_\_\_ year(s)
- . Fifteen (15) work days / after \_\_\_\_\_ year(s)
- . Twenty (20) work days / after \_\_\_\_\_ year(s)

Sick Leave

The employee is eligible for \_\_\_\_\_ ( ) sick days per year.

Personal Days

The employee is eligible for \_\_\_\_\_ ( ) personal days per year.

AGREED: \_\_\_\_\_  
Signature of Employee Date Pastor/Designate Date

NEW EMPLOYEE ACKNOWLEDGMENT OF ORIENTATION

(Check Appropriate Items)

All Employees

\_\_\_\_\_ Personnel Policy Handbook

\_\_\_\_\_ Verification of salary/hourly wage  
and available benefits

\_\_\_\_\_ Job Description

I have received orientation in the foregoing areas. I understand their intent and do hereby agree to abide by these policies/procedures as presented.

\_\_\_\_\_ Date: \_\_\_\_\_  
Signature of Employee

\_\_\_\_\_ Date: \_\_\_\_\_  
Pastor/designate verification or orientation

**OFFER OF EMPLOYMENT  
FOR PARISH EMPLOYEES OF**

---

Dear \_\_\_\_\_,

This letter will serve to confirm that you are being offered employment by \_\_\_\_\_ Parish, commencing on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ as \_\_\_\_\_ (title). You are scheduled to work \_\_\_\_\_ hours each week. Your duties as \_\_\_\_\_ have already been discussed with you and are more completely described in the job description you have already received.

For your services, you will be paid a wage of \$ \_\_\_\_\_ (hourly/annually). \_\_\_\_\_ Parish issues paychecks (weekly/biweekly). You will receive a (weekly/biweekly) amount of \$ \_\_\_\_\_, subject to payroll deductions as required by law and other authorized deductions.

You will receive benefits as set forth in the Benefits Addendum (attached), as they may from time to time be offered or changed if you otherwise meet the eligibility requirements for those benefits or programs. As an employee of \_\_\_\_\_ Parish, you are subject to the rules, regulations, and policies of \_\_\_\_\_ Parish, as they may be from time to time changed.

This letter incorporates by reference the \_\_\_\_\_ Parish Personnel Policy Handbook and does not supersede any provision in that Handbook. Consistent with that Handbook, employee agrees and acknowledges that he or she is employed at-will and, therefore, he or she has the right to terminate his or her employment with the Parish at any time, with or without notice and with or without cause. The Parish reserves the right to terminate his or her employment on the same basis. Therefore, nothing contained in this letter, either expressed or implied, is intended to create a just cause employment contract.

If you have any questions regarding your employment at any time, please do not hesitate to inquire.

I HEREBY ACCEPT EMPLOYMENT WITH

\_\_\_\_\_ PARISH

ON THE TERMS STATED.

\_\_\_\_\_  
Employee's Signature Date

\_\_\_\_\_  
Pastor's Signature Date

**SIGN-OFF FOR PERSONNEL POLICY HANDBOOK**

This signature page is to be removed from the Personnel Policy Handbook, signed and placed in the personnel file within thirty (30) days of hiring.

I hereby certify that I have been provided with a copy of the Parish of  
\_\_\_\_\_ Personnel Policy Handbook  
and I understand and agree to abide by these policies as presented.

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

\_\_\_\_\_  
Pastor/designate Date