

# LAY PERSONNEL EMPLOYEE HANDBOOK



DIOCESE  
OF SACRAMENTO



## DIOCESE OF SACRAMENTO

2110 Broadway • Sacramento, California 95818 • 916/733-0200 • Fax 916/733-0215

OFFICE OF THE BISHOP

Dear Co-Workers in Christ:

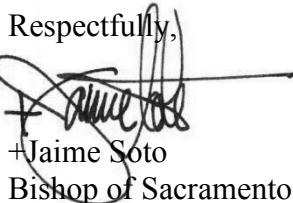
The people of God of the Diocese of Sacramento have been entrusted to my pastoral care as their Bishop. You are not simply an employee of a church institution; you are a collaborator with me in the ministry and service of the Body of Christ in the Diocese of Sacramento.

Although duties and responsibilities vary, while many of you work at individual parishes, schools, or other ministries, we all share a common mission to spread the Gospel of Jesus and to build up the Catholic Church in this Diocese. As employees at your particular locations, you will be challenged to model in your life the values and beliefs that mark us as Catholics. I rely upon you to help me care for all our brothers and sisters in the community of faith even as you strive to give authentic witness to the faith yourself.

The purpose of this handbook is to give you the information necessary to fulfill your responsibilities. I urge you to read it carefully.

Please know that I appreciate the commitment you make to the Church by your service to our diocese and your individual parishes, schools, and ministries. It is my hope that as an employee you will always seek to achieve the goals we set and that you will work together with others to model the harmony and unity which is essential to the mission of the Church.

Respectfully,



+Jaime Soto  
Bishop of Sacramento

## Table of Contents

### **Chapter I: Introduction and Overview**

1.0	Introduction to this Handbook .....	1
2.0	Mission and Philosophy of Employer .....	1
3.0	Employment Policy .....	2
3.1	General Hiring Policy .....	2
3.2	At-Will Employment .....	3
3.3	Canon Law / Church Teachings .....	3

### **Chapter II: General Conditions of Employment / Operational Policies**

4.0	Types of Employment .....	3
4.1	Regular Full-Time Employees .....	3
4.2	Regular Part-Time Employees .....	4
4.3	Occasional Part-Time Employees .....	4
4.4	Contracted Employees .....	4
4.5	Temporary Employees .....	4
5.0	New Employee Orientation .....	4
6.0	Job Descriptions .....	5
7.0	Work Hours .....	5
8.0	Fingerprinting .....	5
9.0	Personnel File .....	6
10.0	External Employment .....	6
11.0	Work Assignment of Relatives .....	6
12.0	Non-Fraternization Policy .....	6
13.0	Solicitation/Distribution of Literature .....	7
14.0	Performance Reviews .....	7
15.0	Facilities Policies .....	7
16.0	Termination of Employment .....	8
16.1	Voluntary Resignation by Employee .....	8
16.2	Involuntary Termination: Dismissal .....	8
16.3	Reductions in Staffing / Reorganization .....	8
16.4	No Call / No Show .....	9
17.0	Separation Checklist .....	9
18.0	Work References .....	9
19.0	Personnel Forms .....	9

### **Chapter III: Compensation Policies**

20.0	Pay Classification .....	
20.1	Nonexempt .....	9
20.2	Exempt .....	10
21.0	Overtime .....	10
22.0	Makeup Time .....	10
23.0	Meal and Rest Periods .....	11
24.0	Timekeeping .....	11
25.0	Pay Periods .....	13

26.0	Policy Regarding Deductions from Wages .....	13
27.0	Garnishment of Wages .....	14
28.0	Expense Reimbursement .....	14
29.0	Loans to Employees .....	14
30.0	Wage and Salary Review .....	14

#### **Chapter IV: Leave / Time Off Policies**

31.0	Paid Leave / Time Off .....	15
31.1	Vacation.....	15
31.2	Holidays.....	16
31.3	Sick Pay.....	17
31.4	Bereavement .....	19
31.5	Jury Duty .....	19
31.6	Witness Duty .....	20
31.7	Time Off to Vote .....	20
32.0	Unpaid Leave / Time Off .....	20
32.1	Medical / Family Leave .....	20
32.2	Pregnancy Disability Leave .....	22
32.3	Other Leaves .....	22
32.4	Administrative Leave .....	23

#### **Chapter V: Group and Statutory Fringe Benefits**

33.0	Benefits Overview.....	24
33.1	Eligibility.....	24
33.2	Premiums .....	24
34.0	Medical, Dental, Vision, Life & Long Term Disability Insurance.....	24
35.0	Flexible Benefit Plan.....	24
36.0	Continuation of Coverage .....	25
37.0	Retirement Benefits .....	25
37.1	Pension.....	25
37.2	403(b) Retirement Plan.....	25
38.0	Workers' Compensation .....	25
39.0	Occupational Disability Leave.....	26
40.0	Statutory Benefits .....	27
41.0	Cemetery Benefit.....	27

#### **Chapter VI: Employee Conduct**

42.0	General Standards of Conduct .....	28
43.0	Policy against Discrimination and Harassment.....	29
44.0	Electronic Communications Policy.....	30
44.5	Online Social Media Policy .....	32
45.0	Conflicts of Interest .....	33
46.0	Confidentiality .....	34
47.0	Policy against Alcohol and Drug Abuse .....	34
48.0	Workplace Safety .....	35
49.0	Workplace Violence / Workplace Security .....	35

50.0	Anti-Retaliation Policy.....	39
51.0	Other Miscellaneous Standards of Employee Conduct .....	39

#### **For the Diocese of Sacramento**

52.0	Request for Employment Recommendation Policy.....	40
53.0	Policy Regarding Visitors in the Workplace .....	40
54.0	Expense Reimbursement Allotment Policy.....	41
55.0	Employee Referral Policy .....	42
56.0	Pastoral Center Dress Code Guidelines.....	43

#### **Chapter VII: Discipline / Dispute Resolution**

57.0	Progressive Discipline Policy.....	44
58.0	Dispute Resolution Policy.....	45

Acknowledgment of Receipt of Handbook.....	46
Acknowledgment of Policies as Religious Employer .....	48
Antidiscrimination/Antiharassment Policy Acknowledgment.....	49
Electronic Communications and Online Social Media Policy Acknowledgement .....	50
Agreement Regarding Arbitration of Disputes .....	51

## **CHAPTER I: INTRODUCTION AND OVERVIEW**

### **1.0 INTRODUCTION TO THIS HANDBOOK**

This Handbook sets forth the personnel policies of the Pastoral Center for Diocese of Sacramento, the individual parish, the parish school, the high school, or the agency where you are employed (referred to hereinafter as "Employer"). It is applicable to you and all other lay employees working at your particular location by virtue of the adoption of this Handbook by the pertinent authority (diocesan corporation, parish corporation, etc.). The only variations in applicability of the policies in this Handbook are where an employee is working pursuant to a written contract or a collective bargaining agreement that contains a modification to a particular policy.

It is impossible in a single handbook to address every situation or answer every question about employment with an entity of the Catholic Church. This Handbook, therefore, is designed to acquaint employees with Employer's personnel policies, to provide them with information regarding their privileges and responsibilities as employees, and to help each employee carry out his or her employment duties in a manner consistent with the teachings and traditions of the Roman Catholic Church. It is important, therefore, that all employees read, understand, and follow the provisions of this Handbook, both in its current form and as it may be amended from time to time, by official notice in writing.

This Handbook replaces all earlier versions, policies, and procedures. While this document may be translated into languages other than English for the convenience of employees, the English translation shall prevail in its administration.

### **2.0 MISSION AND PHILOSOPHY OF EMPLOYER**

#### ***Mission Statement***

We, the People of God of the Roman Catholic Diocese of Sacramento, guided by the Holy Spirit, are called by Christ to proclaim the Good News of the Kingdom of God through prayer, praise and sacraments and to witness the Gospel values of love, justice, forgiveness and service to all.

As Catholics, we believe that all persons are called by God to contribute to the sanctification and transformation of the world, by fulfilling their own particular duties in the spirit of the Gospel and Christian discipleship. Working in the Church is one path of such Christian discipleship, and those who work for the Church continue, in a very real way, the mission and ministry of Christ. As St. Paul recognized many centuries ago, the life and growth of the Church, and the spreading of the Gospel, depends upon the men and women he often called "My co-workers in Christ Jesus" (Rom 16:3-16).

Each individual lay employee who works and ministers in the name of the Church, therefore, must stand before the world as a witness to the life and resurrection of the Lord Jesus. All employees are expected to, by word, deed, and conduct, advocate and support the positions and beliefs of the Roman Catholic Church, and to be guided by such principles as:

- To respect the dignity of each person as one called by God and made in God's image and likeness;
- To strive to inculcate Gospel values in every aspect of work;
- To keep an open mind, to collaborate with and respect the ideas of others, to support leadership, and to make the common good a priority; and
- To contribute by personal example to a climate of faith and to serve others in a spirit marked by hospitality, compassion, and prayerful support.

Employees who are Catholic are expected to be faithful to the Roman Catholic Church and adhere to the teachings of the Church in their lives. Recognizing that non-Catholic employees are called by the Lord to stand before the world as a witness to His life, non-Catholic employees are also expected to have an understanding of the Catholic Church and to refrain from actions that are contrary to the teachings of the Church. If non-Catholic employees wish to consider coming into full communion with the Church, Employer will welcome and assist them with that process. Non-Catholic employees interested in the profound and joyous experience of becoming Catholic are encouraged to ask their individual supervisor or pastor for information about the Rite of Christian Initiation for Adults (RCIA).

Employer encourages all employees to participate in programs of enrichment and education for their personal faith development (e.g., spiritual retreats, days of renewal, workshops, etc.).

### **3.0 EMPLOYMENT POLICY**

**3.1 General Hiring Policy:** Consistent with the mission and ministry of the Roman Catholic Church, Employer adheres to the following hiring policy:

**Catholic Lay Employees:** Lay employee positions at Employer shall, in general, be filled by laypersons who are faithful Catholics, who exemplify the teachings of the Church in their personal lives and practices, and who are in good standing with the Church.

**Participation by Non-Catholic Employees in the Works of the Church:** Non-Catholic applicants who wish to share in the mission of the Church may be employed when no qualified Catholic applicant is available to fill the position and

good faith efforts have been made to recruit qualified Catholic applicants for an open position. Non-Catholic applicants must, as a condition of employment, acknowledge that they understand that they will be employed by a Catholic religious institution, agree to conduct their public activities and relationships in a manner that is compatible with the teachings and missions of the Church, and affirm that they generally share the Catholic religious perspective on issues of conduct and morality.

Pastoral Support: Employer implements processes and procedures to extend full pastoral care and support for any lay employee desiring to regularize his or her personal relationships and standing with the Church. Pastors and supervisors will take reasonable and pastorally appropriate efforts to extend pastoral outreach services to any employee seeking assistance with regard to regularizing their relationships and standing with the Church.

Nondiscrimination: Except as it is permitted by virtue of its status as a Church-affiliated organization, Employer will otherwise recruit, employ, promote, transfer, grant increases or decreases in rates of pay or other compensation, select for training, and discharge employees without unlawful discrimination under applicable law.

- 3.2 At-Will Employment:** Employment with Employer is “at-will.” This means that employment may be terminated at any time, by Employer or the employee, with or without notice, with or without cause. With limited and specific exceptions (e.g. certain contracted employees at schools, and certain Catholic Cemeteries Department employees), no one other than the Bishop, pastor, or other appropriate chief executive officer has the authority to alter Employer’s at-will employment policy, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to this policy, and any such agreement (other than for the exceptions noted above) must be in writing.
- 3.3 Canon Law / Church Teachings:** Catholic employees are subject to the provisions of the law of the Catholic Church, as delineated in the *Code of Canon Law*. The text of the *Code of Canon Law* can be accessed via the Internet, at <http://www.vatican.va/archive/cdc>.

## CHAPTER II: GENERAL CONDITIONS OF EMPLOYMENT / OPERATIONAL POLICIES

### 4.0 TYPES OF EMPLOYMENT

- 4.1 Regular Full-Time** employees are regularly scheduled to work 35 or more hours per workweek. Regular full-time employees are entitled to fringe benefits, unless

otherwise agreed to in writing, subject to the eligibility requirements for any particular plan or program.

- 4.2 **Regular Part-Time** employees are regularly scheduled to work at least 20 but fewer than 35 hours per workweek. Regular part-time employees are eligible for fringe benefits, prorated based on a 35-hour-per-week work schedule, subject to the eligibility requirements for any plan or programs.
- 4.3 **Occasional Part-Time** employees work less than 20 hours per workweek and are not eligible for fringe benefits, other than those benefits required by law.
- 4.4 **Contracted Employees** work pursuant to the terms and conditions of a written contract or collective bargaining agreement. Such employees are entitled to employee fringe benefits as set forth in the terms of their agreements, but all matters not addressed by those documents are governed by the provisions of this Handbook.
- 4.5 **Temporary** employees are hired for a limited duration, generally not to exceed six months, for a special project or in an emergency situation. Temporary employees may be eligible for fringe benefits under certain circumstances, depending on their schedule. Supervisors are required to contact the Human Resource Director, Benefits Manager or Chancellor for the Diocese to obtain additional information regarding such potential benefits eligibility.

## 5.0 NEW EMPLOYEE ORIENTATION

At the time of hire, each employee will be provided with a copy of this Employee Handbook and will be required to complete and sign the appended acknowledgment forms. Employer may elect, in its sole discretion, to provide the copy of the Handbook in printed form, as an electronic file, or on line at a designated Internet web site or on an intranet. Each employee is responsible for reading and being familiar with the Handbook and is expected to use it as a guide while employed by Employer. Questions concerning the Handbook or these policies may be directed to the employee's supervisor or the Human Resource Director or Chancellor for the Diocese of Sacramento (acting in their own capacity, or as human resources consultant by agreement with Employer).

Each new employee will also be given an opportunity to learn about Employer and about his or her new position, typically through orientation meetings conducted during the first few weeks of employment. As part of the orientation process, the employee will be provided with general information on the mission, beliefs, and practices of the Catholic Church, as well as information about Employer and its policies, procedures, benefit programs, and services.

## **6.0 JOB DESCRIPTIONS**

Employer will generally attempt to provide a job description for each position, outlining the essential functions, responsibilities, duties, and qualifications for the position — and the job description may be revised periodically to reflect changed duties for that position. This description is the basis for completing the expected tasks of the employee's position and serves as a reference point for training and evaluation. A copy of the job description will be provided to a new employee at the time of hire. From time to time, job descriptions may be changed (with or without notice and with or without change in compensation), additional job responsibilities may be assigned, and positions may be reassigned or transferred.

## **7.0 WORK HOURS**

Employees are expected to work according to the schedule provided to them by their individual supervisor. As a general rule, regularly-scheduled office hours should not be interrupted by personal or medical appointments. When an appointment must be scheduled during office hours, the employee should consult with the supervisor for approval of the time arrangements.

## **8.0 FINGERPRINTING/BACKGROUND CHECKS**

Consistent with both California law and the Charter for the Protection of Children and Young People adopted by the U.S. Conference of Catholic Bishops, employees that are hired to positions that entail regular contact with minors, including supervisory or disciplinary contact, are required to obtain fingerprint (criminal background check) clearance through the California Department of Justice. Fingerprinting is also required for individuals who move from a job at one parish to a job at another parish, or from a position that does not involve contact with minors to one that does.

It is the further policy of Employer to conduct background checks in connection with hiring or transferring individuals to fill certain positions; this also includes volunteers\* that fill certain positions. The purpose of performing such checks is to determine the qualifications and suitability of individual for the particular position, and to assure that individuals in certain responsible positions are worthy of the trust placed in them. Specifically, a background check will be conducted where the position is being filled:

- Will confer signing authority on a bank account maintained by Employer;
- Will involve the handling of cash or checks on a regular basis; or
- Will provide access to financial activities or operations of Employer.

Note: Volunteers in positions such as a Bookkeeper or Office Manager will also require a background check before being permitted to carry out such duties.

## **9.0 PERSONNEL FILE**

An official personnel file will be maintained for each employee. Each employee has the right to inspect the personnel records that Employer maintains relating to the employee's performance or to any grievance concerning the employee. Inspection of such records will be permitted upon written request of the employee to the Pastor, the Principal, or the Human Resources Director or Chancellor for the Diocese, as appropriate, depending on where the employee works. Inspections of records will take place at a reasonable and mutually-agreeable time.

## **10.0 EXTERNAL EMPLOYMENT**

Employment by Employer generally does not prevent employees from engaging in additional lawful employment. An employee may not, however, (1) engage in any employment that would result in a conflict of interest for that employee that would in any manner bring disrepute upon Employer, constitute scandal, or otherwise conflict with the moral and theological teachings of the Roman Catholic Church, or that detrimentally impacts the employee's job performance; or (2) enter into an independent contractor relationship with any diocesan entity. Employees are required to report any external employment to their supervisor, for determination of whether a conflict of interest exists.

## **11.0 WORK ASSIGNMENT OF RELATIVES**

For reasons of supervision and morale, Employer prohibits the assignment of relatives in the same department. "Relatives" are defined as mother, father, sister, brother, child, stepmother, stepfather, stepsister, stepbrother, stepchild, niece, nephew, cousin, aunt, uncle, grandparent, grandchild, and in-laws within these categories. For the same reasons, spouses of employees may not be employed under their spouse's supervision nor in the same office within a particular secretariat.

Employees who marry or who become related by marriage may continue their work assignment if they do not work in a direct supervisory relationship or otherwise present supervisory, safety, security, or morale problems. If such problems occur, Employer will attempt to reassign one or both employees to an available position for which they are qualified. However, if such a position is not available, one of the employees may be asked to resign.

## **12.0 NON-FRATERNIZATION POLICY**

Close personal or social relationships between employees have the potential to result in misunderstandings, complaints of favoritism, possible claims of sexual harassment, and employee morale problems. Accordingly, employees must not fraternize or become romantically involved with other employees where such a personal relationship may create a potential conflict of interest, cause disruption, create a negative or

unprofessional work environment, or present concerns regarding supervision, safety, security, or morale.

## **13.0 SOLICITATION / DISTRIBUTION OF LITERATURE**

In order to maintain a proper atmosphere at each workplace, solicitations and distribution of literature on Employer premises are subject to the following policies:

Solicitation: No employee shall solicit or promote support for any cause or organization during his or her working time or during the working time of the employee or employees at whom such activity is directed where the solicitation is for the personal or commercial gain of the individual employee. Although solicitations by an employee for charitable purposes (youth sports candy sales, Girl Scout cookies, school fundraising sales, and the like) are generally permissible, such activity may be restricted in any instance in which it interferes with or disrupts the workplace.

Distribution of Literature: No employee shall distribute or circulate any written or printed material in work areas at any time, or during his or her working time or during the working time of the employee or employees at whom such activity is directed. Any such solicitation, promotion, or distribution must be done during break and lunch periods only and must be confined to a break room and bulletin boards. Placement of any material on the bulletin boards requires prior approval from the employee's supervisor. No distributions to individuals in their work area or parking lot leafleting are permitted.

## **14.0 PERFORMANCE REVIEWS**

It is the policy of Employer to provide Employees with periodic performance reviews. Any such review will be conducted by the employee's supervisor who will discuss it with the employee. Performance reviews will generally be conducted after the employee's initial 90 days of employment and annually thereafter, although the exact timing may vary, at the discretion of Employer.

Performance reviews may review factors such as the quality and quantity of the work performed, knowledge of the job, initiative, communication skills, and adaptability. The performance reviews are intended to help the employee become aware of his or her progress, areas for improvement, and objectives for future work performance. Salary increases and promotions are solely within the discretion of Employer. After any review, the employee will sign the review form to acknowledge its receipt, that it has been discussed with the supervisor, and that the employee is aware of its contents. A copy of the review will be placed in the employee's personnel file.

## **15.0 FACILITIES POLICIES**

Security: The security of all workplace facilities, as well as the welfare of employees, requires that every individual be constantly aware of potential security risks. An

employee should immediately notify a supervisor when unknown persons are acting in a suspicious manner, in or around the facilities, or when keys are lost or misplaced.

**Smoking Policy:** Smoking is permitted only in designated areas on the workplace premises.

**Housekeeping issues:** All employees are expected to keep their work areas clean and organized. Common areas such as conference rooms, lunch rooms, and restrooms should be kept clean by those using them. Employees are asked to clean up after meals and dispose of trash properly. The presence of personal decorations, such as pictures and plants, is permitted as long as it does not detract from overall office appearance or working conditions, as determined by the supervisor. Employer is not responsible for loss of such personal possessions through fire, theft, or other loss, so employees are encouraged not to bring items of monetary or personal value to work.

**Lactation Accommodation:** Employees who wish to express breast milk while at work may request the opportunity to do so. Supervisors will make efforts to accommodate such requests by allowing employees to express breast milk in a private area. Where such arrangements are made during an employee's normal rest period, the time will be paid. If special arrangements are made to provide a non-exempt employee extra time beyond or in addition to her normal rest period, the time may be unpaid.

## **16.0 TERMINATION OF EMPLOYMENT**

Employment with Employer is considered at-will, which means that either the employee or Employer may terminate the employment relationship at any time, with or without notice, for any reason. Some of the ways an employee's service with Employer can end are as follows:

- 16.1 Voluntary Resignation by Employee:** Though an employee may resign at any time, with or without notice, Employer requests that exempt employees who voluntarily resign give at least one month's advance written notice of their intent, and specify the anticipated last work day. As much additional notice as possible is appreciated in order to assure adequate time to secure qualified replacement. Employees are asked to give at least two weeks' advance notice prior to voluntary resignation to be considered in good standing for rehire.
- 16.2 Involuntary Termination: Dismissal:** Dismissal refers to termination of employment at the discretion of Employer, whether or not any formal system of discipline or warnings is utilized. Employees who are involuntarily terminated will receive any accrued vacation pay and reimbursement for any authorized accrued expenses.
- 16.3 Reductions in Staffing / Reorganization:** Though it is the desire of Employer to maintain a stable workforce, there may be times when Employer determines

that a staff reduction or reorganization is necessary. Such decisions are at the discretion of Employer and may be based upon considerations such as priority shifts, the need for reorganization, financial necessity, or other unforeseen considerations or circumstances.

- 16.4 No Call / No Show:** An employee who fails to return to work in a timely fashion after an excused absence, leave, or time off, may be subject to disciplinary action, up to and including discharge. Any employee who is absent for three days without notification will be considered to have voluntarily resigned without notice as of the close of the third day.

## **17.0 SEPARATION CHECKLIST**

When an employee separates from employment with Employer (for whatever reason) the employee's supervisor will meet with the employee to review the matters set forth on the separation checklist form (Form PT-690). At that time, the supervisor will recover all Employer property (such as keys and equipment), explain eligibility for continuation of health benefits, and settle any outstanding financial obligations.

## **18.0 WORK REFERENCES**

All requests for references must be directed to the employee's supervisor or, if applicable, the pastor. No other manager, supervisor, or employee is authorized to release references for current or former employees. The policy as to references for employees who have left Employer is to disclose only the dates of employment and the title of the last position held. If written authorization is received from the former employee, Employer will also provide information on the amount of compensation last earned.

## **19.0 PERSONNEL FORMS**

All personnel forms referenced herein are accessible on the Internet website maintained by the Diocese of Sacramento, at <http://www.scd.org>.

## **CHAPTER III. COMPENSATION POLICIES**

### **20.0 PAY CLASSIFICATION**

- 20.1 Nonexempt** employees include all those who are covered by the overtime provisions of state and federal law. Employees in this category are entitled to overtime pay for work in excess of 40 hours in a workweek or eight hours in a workday.

**20.2 Exempt** employees include all those who are classified by Employer as exempt from overtime pay under relevant state and federal law.

## **21.0 OVERTIME**

Employees may sometimes be required to work overtime. Non-exempt employees qualify for overtime pay, in accordance with applicable state and federal laws. For purposes of determining which hours constitute overtime, only actual hours worked in a given workday or workweek will be counted. All overtime work must be pre-authorized by the supervisor. Unauthorized overtime will be paid by Employer, but such conduct will subject the employee to discipline, up to and including termination of employment.

All hours worked by non-exempt employees in excess of eight hours in one workday or 40 hours in one workweek will be treated as overtime. A workday begins at midnight and ends 24 hours later. A workweek begins each Monday at 12:01 a.m. and ends at 12 midnight the following Sunday. Overtime hours will be compensated at overtime rates, as follows:

- Compensation for hours in excess of 40 for the workweek, or in excess of eight but not more than 12 hours for the workday, will be paid at a rate one and one-half times the employee's regular rate of pay.
- Compensation for hours in excess of 12 in one workday will be paid at double the regular rate of pay.
- Weekend work does not automatically qualify for compensation at an overtime rate of pay. Hours worked on a weekend will be paid at overtime rates only if they qualify as overtime hours under the standards described above.

Exempt employees may have to work hours beyond their normal schedules, or in excess of 40 hours per week or eight per day, as work demands require, but exempt employees will not receive overtime compensation.

## **22.0 MAKEUP TIME**

Employer allows each nonexempt employee who misses scheduled work as a result of personal obligations to request the opportunity to make up the amount of time missed on another day in the same workweek. Under this policy, employees may take time off and then make up the time later in the same workweek, or may work extra hours earlier in the workweek to make up for time that will be taken off later in the workweek. Requests will be considered for approval based on staffing needs at the time.

A makeup time request is made by submitting a signed form (Form PT-505) to the employee's supervisor. If an employee requests time off that will be made up later in the week, the request must be submitted at least 24 hours before the desired time off. If

the employee asks to work makeup time first, in order to take time off later in the week, the request must be submitted at least 24 hours before working the makeup time. The makeup time request must be approved in writing before taking the requested time off or working makeup time.

All makeup time must be worked in the same workweek as the time taken off. Employees may not work more than 11 hours in a day or 40 hours in a workweek as a result of making up time that was or would be lost due to a personal obligation. PLEASE NOTE: Makeup time worked will be paid at the employee's straight-time rate, and not at overtime rates.

In the unlikely event that the employee works extra hours early in a week, but then discovers that he or she no longer needs the time off, the employee will nevertheless be required to take the time off later in the week, so as not to result in a schedule that would require overtime hours during that week.

An employee's use of makeup time is completely voluntary. Employer does not encourage, discourage, or solicit the use of makeup time.

## **23.0 MEAL AND REST PERIODS**

All non-exempt employees are provided with an unpaid meal period of at least 30 minutes in length, on a schedule provided by the employee's supervisor. Non-exempt employees who work an eight-hour shift will also be provided with two 10-minute rest periods per shift, one during the first four hours, and one during the second four hours of the employee's workday. The precise timing of the rest periods will be subject to work schedule and supervisor approval. Employees will be compensated for time spent on rest periods.

Rest and meal periods are intended to provide employees an opportunity to rest. With regard to meal periods, employees will be entirely relieved from duty and are not permitted to perform any work, should not eat at their desks, and may leave the workplace premises. Employees should, however, be prepared to promptly resume their duties at the end of any rest or meal period.

## **24.0 TIMEKEEPING**

### **Statement**

It is the policy of Employer to pay employees for all of the time they work. Hourly employees who utilize a timekeeper system are paid based on the time recorded in the system. It is vital that they utilize these systems accurately to record their work time and is required by law to be retained. This ensures that they are accurately paid for all of the hours they work.

The objective of this policy is to provide guidance to hourly employees and managers with regard to the administration of Employer's timekeeper systems.

This policy applies to all employees who must enter their actual time worked into a timekeeper system.

## **Policy Guidelines**

### **Employee Responsibilities:**

It is the responsibility of every hourly employee, where applicable, to accurately enter their work hours into the company's timekeeper system. Employees must work the hours scheduled by their manager and must not misrepresent the time they worked by punching in early or punching out late without their supervisor or manager's permission. In addition, employees must ensure no other person punches in and/or out for them and that work is performed only during the hours entered into the timekeeper system and not "off the clock." Any employee who works "off the clock" and any manager who allows an employee to work "off the clock" shall be subject to disciplinary action, up to and including discharge.

Exempt employees must maintain a record of any vacation, sick time, or other leave days taken each pay period with the Paid Leave/Time Off Request Form (*Form PT-501*), to ensure that Employer can accurately track accrued leave balances.

### **Manager Responsibilities:**

Each manager must ensure employees punch in and out accurately and that all time reported reflects the actual time worked by employees. If a manager discovers that an employee is punching in early or out late without authorization, he/she must verify that the employee was completing work on behalf of the company during the time indicated in the timekeeper system. If work was performed, the time recorded may not be modified. Whether work was performed or not, the employee should be disciplined for working unauthorized hours.

Managers may not make modifications to an employee's time that results in the misrepresentation of the actual time worked by the employee, including modifying a punch to avoid paying the employee overtime. Modifying an employee's time should only be done to accurately reflect the amount of time an employee actually worked. Any necessary adjustments to payroll, including overtime, will be made in the pay period in which the adjustment is entered. Authorizations for adjustments received after the payroll due date will be implemented no later than the next payroll period.

All modifications made to the employee's times are automatically recorded within the timekeeper system and are audited to ensure that employees are being paid properly. Any manager who improperly modifies an employee's time will be severely disciplined,

up to and including discharge.

Each manager is also responsible to ensure that all requests for paid time off (holidays, vacations, sick time, etc.) are submitted in a timely manner and for the proper amount. Paid time off must be reported accurately in order to ensure proper income codes are credited. Income must be reported correctly. Failure to do so will result in disciplinary action up to and including termination of employment.

### **Violations of Policy**

Employees who violate this policy are subject to disciplinary action up to and including discharge.

## **25.0 PAY PERIODS**

Employees are paid twice per month, based on pay periods that end on the fifteenth and the last day of each month. For work performed between the 1st and 15th of the month, pay day is the 22nd of the month; for work performed between the 16th and the last day of the month, pay day is the 7th of the following month. If a regular payday falls on a weekend or holiday, employees will be paid on the preceding workday.

## **26.0 POLICY REGARDING DEDUCTIONS FROM WAGES**

The Policy of Employer: It is the policy of Employer to comply with the salary basis requirements of federal and state law (including the Fair Labor Standards Act, the California Labor Code, and the Wage Orders of the California Industrial Welfare Commission). Under those laws, exempt employees are paid on a salary basis, meaning they receive a predetermined amount of compensation each pay period, which cannot be reduced based on variations in the quality or quantity of the employee's work. Subject to certain exceptions (such as absence from work for one or more full days for personal reasons other than sickness or disability), the exempt employee must receive the full salary for any workweek in which the employee performs any work, regardless of the number of days or hours worked. Employer therefore prohibits any employee from making improper deductions from the salary of any exempt employee. Employer wants all employees to be aware of this policy and that Employer does not allow deductions that violate federal or state law.

What To Do If An Improper Deduction Occurs: If an employee believes that an improper deduction has been made from his or her salary, the employee should immediately report this information to his or her direct supervisor, to the chief supervisor at the worksite or to the Human Resources Director or Chancellor for the Diocese (acting in their own capacity, or as human resources consultant by agreement with Employer). Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, the employee will be promptly reimbursed for any improper deduction that was made.

## **27.0 GARNISHMENT OF WAGES**

If Employer receives a court order or notice from federal or state government to garnish an employee's wages, it will have no choice but to comply with that order. Employees should notify their supervisors if they are aware that their wages are to be garnished. The supervisor will notify the employee when a garnishment notice has been received, when it will become effective, and when the terms of the garnishment have been satisfied. All garnishments will be handled in a confidential manner, to the greatest extent possible.

## **28.0 EXPENSE REIMBURSEMENT**

Employees who use their own vehicles for Employer business, and who provide proper documentation of that use, will be reimbursed at an amount equal to the current mileage deduction rate permitted by the Internal Revenue Service. Employees operating vehicles on Employer business shall comply with all statutory requirements for the operation of motor vehicles, must have the minimum insurance coverage required by the State of California (\$15,000 for injury or death of one person per accident, \$30,000 for injury or death of two or more persons per accident, and \$5,000 for property damage per accident, or such other amounts as may be set by the Legislature after the printing of this Handbook) and a valid California driver's license, and must keep accurate records of actual reimbursable mileage driven.

Additional expenses connected to business travel (e.g., meals, lodging, etc.) must be approved by the employee's supervisor. Only reasonable expenses will be reimbursed, and they must be documented in writing (e.g., with receipts). Any questions about which expenses will be reimbursed should be resolved prior to incurring the expense, by asking a supervisor or referring to expense reimbursement schedules and the Guidelines for Travel and Expense, available from Employer. Claims for reimbursement must be submitted punctually on an appropriate form (*Form FIN 1 (Check Request/Invoice Voucher)* and *Form FIN 2 (Employee Business Mileage Reimbursement Request)*), signed by the employee and approved by his or her supervisor.

## **29.0 LOANS TO EMPLOYEES**

Payroll advances or loans to any employees are strictly prohibited. Individual parishes are also prohibited from providing private loans to clergy or religious. Clergy or religious in need of a loan should be referred to the Priest Personnel Office or the religious order, respectively, for more information regarding loans.

## **30.0 WAGE AND SALARY REVIEW**

All regular employees who have been employed more than six months may have their salaries or wage rates reviewed as part of the fiscal year budget cycle. Compensation

adjustments may take place at other times, at the discretion of Employer. Although compensation adjustments typically involve increases in wage rates, salary freezes or downward adjustments are also possible.

## **CHAPTER IV: LEAVE / TIME OFF POLICIES**

The following employee benefits are provided to enhance basic compensation and are non-cash programs that can include a wide variety of alternate pay forms, ranging from time not worked (vacation, holidays, sick pay, etc.) to personal protection (health plan, life insurance, pension plan, workers' compensation, etc.). The benefits policies apply based on the eligibility provisions set forth in each policy, unless otherwise specified in a written employment contract or collective bargaining agreement.

### **31.0 PAID LEAVE / TIME OFF**

#### **31.1 Vacation**

Employer recognizes the importance of vacation time in providing the opportunity for rest, recreation, and personal activities and so it provides paid vacation time to regular full-time and regular part-time employees.

Regular full-time employees accumulate vacation days on a monthly basis according to the following schedule:

From date of hire through 5th year of continuous service: 0.83 days/month (accrual rate 0.03846 per/hr worked)

From 6th year through 10th year of continuous service: 1.25 days/month (accrual rate 0.05769 per/hr worked)

From 11th year through 20th year of continuous service: 1.67 days/month (accrual rate 0.07692 per/hr worked)

21st year and thereafter: 2.08 days/mo. (accrual rate 0.09615 per/hr worked)

Regular part-time employees earn vacation on a prorated basis based on the number of hours worked. Occasional part-time and temporary employees are not entitled to time off with pay.

Employees on unpaid leave do not accrue vacation time. If a holiday occurs during an approved vacation period, an employee will not be required to apply vacation time to that day off.

Vacation time must be pre-approved by the employee's supervisor, taking into consideration staffing needs. Leave Request forms for weekly periods of vacation should be submitted at least one month in advance. Leave Request forms for individual days of vacation should be submitted at least one week in advance.

Employer will give credit to rehired employees for purposes of determining vacation benefits, provided the break in service does not exceed 365 days. Under those circumstances, the employee will be credited with all of his or her prior service and a new vacation service date will be determined.

Employees are strongly urged to take their vacation within the year it is earned. To ensure employees are taking their allotted vacation time a cap has been placed on the number of unused vacation days that an employee can carry. The cap has been established based upon the vacation accrual rate. Please see the following schedule for the established vacation caps (new caps will be effective July 1, 2017):

From date of hire through 5th year of continuous service: 120 hours (15 days)

From 6th year through 10th year of continuous service: 180 hours (22.5 days)

From 11th year through 20th year of continuous service: 240 hours (30 days)

21st year of continuous service, and thereafter: 300 hours (37.5 days)

An employee may accumulate a maximum up to their correlating cap of unused vacation; he or she must, however, take at least five (5) vacation days per year. Once the cap is reached, no further vacation time will accrue until some is used. When some vacation time is used and the employee's unused balance of time falls back below the cap, vacation compensation will begin to accrue again. There is no retroactive grant of vacation compensation for the period of time the accrued vacation compensation was at the cap. No payments will be made in lieu of taking vacation. However employees terminating employment for any reason will receive payment for all accrued, unused vacation time, as required by law.

### **31.2 Holidays**

Employer typically provides 13 paid holidays to regular full-time and regular part-time employees each year. The exact list of holidays will be published by Employer each year, but a typical list of paid holidays includes the following:

New Year's Day  
Martin Luther King, Jr.'s Birthday

Presidents' Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Veterans Day  
Thanksgiving  
Day after Thanksgiving  
Christmas Eve  
Christmas Day  
One additional date each year, determined at the discretion of Employer

When a paid holiday falls on a Saturday, it will be observed the preceding Friday. When it falls on a Sunday, it will be observed on the following Monday. Holidays that fall during an employee's scheduled vacation do not count as a vacation day. When a holiday falls on the regularly-scheduled day off of a regular full-time or regular part-time employee, an additional day off in lieu of the holiday will be granted to be taken at a time approved in advance by the employee's supervisor. When it is necessary to schedule work during a holiday, the employee will either be given another day off with pay at a mutually acceptable time or be paid the equivalent of one day's work in lieu of the time off.

Part-time employees are entitled to holiday pay in the amount of one-fifth of their regular work week. For example, if a part-time employee is regularly scheduled to work 20 hours per week, holiday pay will be 4 hours (20 hours divided by 5). The employee would work 16 hours during the holiday week with an additional 4 hours of holiday pay given for a total of 20 paid hours. If a part-time employee is scheduled to work 25 hours a week, holiday pay will be 5 hours (25 hours divided by 5). The employee will work 20 hours during the holiday week with an additional 5 hours of holiday pay given for a total of 25 paid hours.

Occasional part time and temporary employees are not entitled to paid holidays.

### **31.3 Sick Pay**

General Provisions: Employer recognizes that inability to work because of short-term illness or injury may cause economic hardship and it therefore provides sick pay to regular employees.

Regular full-time and regular part-time employees accumulate sick pay on a monthly basis at the rate of one (1) day for each month of service, up to a maximum of 30 days of sick pay. Part-time employees are entitled to accumulate sick pay on a pro rata basis based on the number of regularly scheduled hours, up to the 30-day maximum. Additional sick pay will not accrue beyond the 30-day maximum, until some sick pay is used, after which sick pay will again

accumulate, up to the 30-day cap. Sick pay does not accrue during periods of unpaid leave.

Occasional part-time and temporary employees are entitled to sick pay thirty calendar days after their first day of work. Once that threshold is reached, the employee will accrue sick pay at a rate of one hour for every 30 hours worked, up to a maximum of 24 hours per year. The employee may begin to use their accrued sick leave after working 90 calendar days. The employee may carry over unused sick pay from year to year, up to a maximum of 48 hours of sick pay.

Since sick pay is designed to assist employees who are temporarily required to miss work, Employer does not provide pay in lieu of unused sick pay, and unused sick pay is not payable upon termination of employment for any reason.

Employer may give credit to rehired employees for purposes of determining sick pay balances, provided the break in service does not exceed 365 days. Under those circumstances, the employee may be credited with all of his or her prior accumulated sick pay, up to the 30-day maximum for regular full-time and regular part-time employees or up to the 48 hour maximum for occasional part-time and temporary employees as set forth above.

In case of sickness, employees should call their supervisor within one hour of the beginning of their work schedule. Failure to notify a supervisor could result in discipline, up to and including termination of employment.

Verification From Healthcare Provider: If an employee misses work because of sickness, illness, injury, or disability, Employer may ask the employee to provide a satisfactory statement of a qualified health care provider, verifying that the injury or disability exists/existed and its beginning and ending dates. The statement may also be required to verify the employee's ability to return to work without presenting an immediate and significant risk to his or her own health or safety or the health or safety of others, and that the employee can safely perform all of the essential functions of his or her position, with or without reasonable accommodation, before being allowed to return to work.

If hospitalized or unable to work for more than seven calendar days for an illness or injury that is not work-related, **an employee will be required to apply for State Disability Insurance (SDI) benefits**, and will also be required to apply for an approved leave of absence (e.g., medical/family leave). Any sick pay time will be coordinated with state disability benefits so that total medical leave pay does not exceed regular pay. If an employee runs out of accrued sick pay, the employee may request to use any available accrued vacation pay. Claim forms are available from the Human Resource Director or Benefits Manager for the Diocese, or by calling the local State Employment Development Department.

Permissible Sick Pay Use: Sick pay may be used if the employee is sick or for the employee's medical and dental appointments. Sick pay may also be used for certain approved leaves. (Please see section 32.0 – Unpaid Leave / Time Off)

An employee may also use up to 50% of his or her accrued sick pay to address illnesses of his or her child, parent, or spouse. The use of sick pay benefits for such family members is subject to the same conditions as the use of sick pay benefits for an employee's own illness. Satisfactory verification of illness from a health care provider may be requested, and when such a request is made, submission of satisfactory proof of illness will be a condition of eligibility for sick pay benefits.

In the event the employee would like to use sick pay for a medical or dental appointment for their own needs or for the needs of a child, parent, or spouse a minimum of two (2) hours of sick pay will be required to be used. A regular part-time employee, occasional part-time employee or temporary employee may only use sick time if scheduled working hours have been missed.

Absenteeism that is unexcused or excessive, or any other abuse of the sick pay policy, is grounds for disciplinary action, up to and including dismissal.

#### **31.4 Bereavement**

A regular full-time and regular part-time employee may be granted up to five (5) consecutive days off from work with pay in the event of the death of a relative of the employee. Requests for bereavement leave should be made to an employee's supervisor.

A "relative," for purposes of this section, is defined as a husband, wife, father, mother, stepfather, stepmother, daughter, son, stepson, stepdaughter, brother, sister, stepbrother, stepsister, grandparent, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, niece, nephew, aunt, uncle, or a foster child or ward of the court.

#### **31.5 Jury Duty**

Regular full-time and regular part-time employees who are summoned to jury duty will continue to receive their regular salary during their active period of jury duty up to a maximum of ten (10) days per summons. Employees are permitted to retain the allowance they receive from the court for such service. Occasional part-time and temporary employees will be given time off without pay while on jury duty service.

The Request for Leave form must accompany a copy of the summons, and both documents must be submitted to the supervisor as soon as the summons is received. Proof of service must be submitted to the supervisor when the period of jury duty is completed.

Employees must report to work on days or parts of days when they are not required to serve as a juror.

### **31.6 Witness Duty**

Regular full-time and regular part-time employees are allowed up to three days paid leave if summoned to appear in court as a witness, a principal in a legal action, or a prospective parent in adoption proceedings. The Request for Leave must accompany a copy of the summons/notice of hearing and both must be submitted to the employee's supervisor as soon as the summons/notice is received.

### **31.7 Time Off to Vote**

Employees shall be permitted to take up to two hours from work without a loss of pay to vote in a primary, general, or special election, if they are unable to do so outside of work hours. Notification of the need for time off to vote must be submitted to the employee's supervisor at least two days in advance of the election date.

## **32.0 UNPAID LEAVE / TIME OFF**

Although time off pursuant to any of the following categories is unpaid, the employee may be permitted to apply unused accrued sick or vacation leave. To the extent that the following leave categories are required under applicable federal or state law, Employer will adjust provisions as necessary to meet any legislative or regulatory modifications that may be made after the printing of this Handbook. Employees should always verify eligibility and current provisions of law with their supervisor or with the Human Resources Director or Chancellor for the Diocese (acting in their own capacity, or as human resources consultant by agreement with Employer) prior to taking any unpaid leave.

### **32.1 Medical / Family Leave**

It is the policy of the Parish/School/Diocese to provide up to 12 workweeks of unpaid family/medical leave within a 12-month period, under the following conditions.

Eligibility: To be eligible for leave under this policy, an employee must (1) have completed at least 12 months of employment with the Parish/School/Diocese, and (2) have worked at least *1200 hours* during the 12-month period preceding

the date the leave would begin.

Permissible purposes of leave: Leave may be requested for one or more of the following reasons:

- To address the employee's serious health condition that prevents the employee from performing one or more of the essential functions of his or her position.
- To care for the employee's spouse, child, or parent who has a serious health condition; or
- *Baby bonding following the birth of the employee's child, or placement of a child with the employee for adoption or foster care.*

*Pregnancy Disability Leave is provided for under a separate policy in addition to this Medical / Family Leave Policy.*

Leave benefits: Eligible employees may request up to 12 weeks of medical/family leave during a 12 month period. The 12 weeks of leave will be measured using a "rolling" 12-month period measured forward from the date an employee's first medical/family leave begins. Although medical/family leave is unpaid, an employee will be required to draw upon accrued sick time and may use accrued vacation time during the leave period. (Only 50% of accrued sick time may be used for care of employee's spouse, child or parent). In addition, accrued sick time may be used during the seven day waiting period prior to family leave, if needed.

Further information on this policy and the interaction with the California State Disability Insurance and Paid Family Leave programs, is contained in the relevant personnel form (*Form PT-383*).

Leave for Ineligible Employees: An employee who is not eligible for Medical/Family Leave (for example, because he or she has not yet completed 12 months of employment) but who requires time off because of a serious health condition or to care for a child spouse, or parent with a serious health condition or to bond with a new child, may receive up to 6 weeks unpaid leave. Approval of leave requests under this provision will be at the discretion of Employer, in consultation with the diocesan Benefits Manager or Human Resource Director. Further information on this policy and the interaction with the California State Disability Insurance and Paid Family Leave programs, is contained in the relevant personnel form (*Form PT-388*).

Exhaustion of Leave: If an eligible employee (1) exhausts all 12 weeks of medical/family leave, and (2) has no other applicable leave available to cover the time off (e.g., vacation or sick pay), but (3) is medically unable to return to work, that employee will be subject to dismissal from employment.

## **32.2 Pregnancy Disability Leave**

Consistent with its commitment to promoting and supporting a “culture of life,” beginning from the moment of conception and continuing through childbirth, Employer provides eligible employees with pregnancy disability leave. Employer voluntarily chooses to follow this policy, even though as a religious organization employer it is exempt from state law on this topic. Pregnant employees should refer to the information sheet regarding pregnancy time off (*Form PT-384*).

Female employees who are temporarily disabled due to pregnancy may request temporary assignment to less strenuous job duties or to a different work assignment — such requests will be reasonably accommodated to the extent possible. If the employee is unable to work due to a pregnancy-related condition, she is eligible for pregnancy leave of up to four months. An employee who takes pregnancy disability leave must utilize any accrued sick pay benefits, and may elect to use accrued vacation leave during the time off. Leaves in excess of accrued sick pay and vacation leave benefits are without pay. When the disability begins, the employee is required to apply for State Disability Insurance (SDI), and any paid leave time used will be coordinated with state disability benefits so that total medical leave compensation does not exceed regular pay. Employer will continue to maintain an employee's group health benefits during any pregnancy disability leave, on the same terms and conditions had the leave not been taken.

An employee requesting pregnancy disability leave must notify her supervisor, in writing, as soon as she knows, with reasonable certainty, the expected date on which leave will begin. The employee must also provide medical certification from her health care provider, verifying the existence of the medical condition and providing an estimate of anticipated duration of the disability. A request for a leave of absence after the disability has ended will be treated as a request for medical/family leave.

Prior to returning to work, the employee will be requested to submit a written release from the attending physician certifying that she is able to perform safely all the essential functions of her position or is able to perform them with reasonable accommodation. Although it can provide no guarantee, Employer will attempt to return the employee to the previous position or to place her in a comparable position with comparable employment benefits, pay, and other terms and conditions of employment.

## **32.3 Other Leaves**

In addition to the foregoing leaves, federal and state law require Employer to provide other types of leave to qualifying employees, for qualifying purposes. These other leaves are summarized below: any employee wishing to find out

more about one of these leave options are encouraged to contact his or her supervisor, or the Human Resources Director or Chancellor for the Diocese (acting in their own capacity, or as human resources consultant by agreement with Employer).

- **Military Leave:** For employees inducted into the military or who are members of the National Guard.
- **Leave For Spouses Of Military Personnel:** For eligible employees who are married to members of the U.S. Armed Forces, National Guard, or Reserves who are on active duty in an area of military conflict.
- **School Visits / Activities:** For employees who are parents or guardians of a child or children enrolled in kindergarten through grade 12 or a licensed day care facility, to participate in school activities. Maximum of 40 hours a year/8 hours a month.
- **School Conferences Involving Suspension:** For employees who are parents or guardians of a child who has been suspended from school, to appear at the school in connection with that suspension.
- **Emergency Responders Leave:** For employees who perform emergency duty as a volunteer firefighter, reserve peace officer, emergency rescue worker, or member of the California Civil Air Patrol, to perform emergency duty.
- **Crime Victim Leave:** For employees who have been either a victim of a serious crime or are the crime victim's immediate family member, to attend judicial proceedings.
- **Time Off Due To Domestic Violence Or Sexual Assault:** For employees who have been the victim of domestic violence or sexual assault, to seek judicial relief to ensure the safety or welfare of the employee or his or her child.
- **Time Off for Literacy Education:** For employees who choose to attend an adult literacy education program. Employer will attempt to safeguard the privacy of the fact that an employee is enrolled in an adult literacy program.

### **32.4 Administrative Leave**

At the discretion of Employer, an employee may be placed on paid or unpaid administrative leave. Administrative leave will typically be used in circumstances such as where there is reason to believe the employee has been involved in, and to permit further investigation into the circumstances of, conduct or activities that violate the policies of Employer.

## **CHAPTER V: GROUP AND STATUTORY FRINGE BENEFITS**

### **33.0 Benefits Overview**

- 33.1 Eligibility:** Regular employees (full time and part time) are eligible for group benefits — medical, dental, vision, life, and long term disability insurance, flexible benefit plan, and pension. If an employee works for multiple locations within the Diocese that are participating employers in the Diocesan benefits plan, that employee's hours at the multiple locations will be aggregated to determine the employee's eligibility. As an example, assume an employee works 15 hours per week at St. Joseph's Parish, and another 15 hours per week at Holy Spirit Parish, and both St. Joseph's and Holy Spirit are participating employers in the Diocesan benefits plan. Although the employee would not be individually eligible for benefits with either employer separately, aggregation of the employee's weekly work hours results in the equivalent of a part-time schedule, and the employee would thus be eligible for group benefits.
- 33.2 Premiums:** A benefit plans premium rate sheet, identifying the premium amounts for all types of coverage, and the percentage portions to be paid by Employer and employees, will be published by the Human Resource Director, Benefit Manager or Chancellor for the Diocese, for each calendar year. The level of Employer contributions to group benefit premiums is determined on a plan-year basis, and may increase or decrease from year to year. Premiums for regular part-time employees will be prorated based upon the percentage of full time (35 hours/week = 100%) worked at the site. As an example, if an employee with a 25 hour/week schedule enrolls in group benefits, Employer will pay 71% of its portion of premiums (25 divided by 35 = 71% of full time) — the employee will pay the remaining 29% of Employer's portion, plus all of the employee portion of the premiums.

### **34.0 Medical, Dental, Vision, Life, and Long-Term-Disability Insurance**

Eligible employees may enroll in group benefit plan(s) offered by Employer. To do so, the eligible employee must enroll on line, through the benefit administration web system. Please refer to the current summary plan description for information on each plan.

### **35.0 Flexible Benefit Plan**

Regular employees may participate in the Roman Catholic Bishop of Sacramento Flexible Benefit Plan, which provides certain pretax benefits as provided under Section 125 of the Internal Revenue Code. Eligible employees must submit enrollment forms (*Form PT-10*). Please refer to current plan description for information.

## **36.0 Continuation of Coverage**

Though it is exempt from the familiar COBRA provisions of federal law, Employer voluntarily offers employees or dependents who are affected by a “Qualifying Event” — such as termination of employment, death of a spouse, or divorce — the opportunity to continue medical and/or dental coverage for a limited period of time, in a manner similar to that set forth in the COBRA statute. Arrangements for continuation of coverage in this manner is the sole responsibility of the employee, and Employer reserves the right to alter this policy, and the terms of continuation coverage, at any time, in its discretion.

## **37.0 Retirement Benefits**

- 37.1 Pension:** Regular full-time and regular part-time employees automatically receive pension coverage upon meeting the one-year-of-service eligibility requirement in the Diocese of Sacramento Lay Employee Pension Plan. Please refer to the Diocese of Sacramento Lay Employees Pension Plan document for details.
- 37.2 403(b) Retirement Plan:** Employees are eligible to contribute to the Diocese-sponsored retirement plan under Section 403(b) of the Internal Revenue Code. Employees are encouraged to contact their individual supervisors for additional information regarding contributions to the 403(b) plan. A salary reduction agreement must be submitted to the payroll administrator prior to the effective payroll date.

## **38.0 Workers' Compensation**

Employer provides workers' compensation insurance coverage for its lay and religious employees who may be injured or become ill as a result of their employment. This insurance provides medical, surgical and other benefits including wage-loss protection. Employees must report their work-related injury or illness to their supervisor as soon as possible. "Employee's Claim for Workers' Compensation Benefits" and "Employer's Report of Occupational Injury or Illness" forms (*refer to Forms DWC-1 and 5020*) must be completed and submitted to Employer's workers' compensation claims administrator within the required time limits. Employees should contact the Human Resources Director or Chancellor for the Diocese (acting in their own capacity, or as human resources consultant by agreement with Employer) if they have any questions about workers' compensation insurance.

NOTE: Neither Employer nor its insurer will be liable for the payment of workers' compensation benefits for any injury that arises out of an employee's voluntary participation in any off-duty recreational, social, or athletic activity that is not part of the employee's work-related duties.

## **39.0 Occupational Disability Leave**

Employees may be eligible to take a leave of absence for the duration of a disability due to an occupational illness or injury. When on occupational disability leave, the employee must be examined by a health care provider and certified to be disabled from returning to work. During the leave, he/she will receive workers' compensation insurance benefits in accordance with California law.

The leave of absence will end as soon as a health care provider certifies that the employee is able to perform safely all of the essential functions of his or her job, with or without reasonable accommodation. If Employer receives satisfactory medical evidence that the employee will be permanently unable to resume safely all of the essential functions of his or her job, with or without reasonable accommodation, and if reassignment to a vacant position is not possible, employment will be terminated.

An employee will be reinstated to his or her former position when a health care provider certifies that the employee is able to perform all of the essential functions of his or her job, with or without reasonable accommodation. Exceptions to this rule are:

- When the employee directly or indirectly indicates to Employer that he/she does not intend to return to the job;
- When the former position no longer exists;
- When Employer has to replace the employee as a business necessity;
- When the employee is no longer qualified for the former job; or
- When the employee is unable to return to the former job without posing a direct threat to his or her health or safety or to the health and safety of others.

During occupational disability leave, an employee may elect to integrate unused sick pay and vacation time as long as total compensation does not exceed regular pay.

An employee's benefits are protected on the same basis as leave under Employer's Medical/Family Leave Policy, and for the same duration since they run concurrently with medical/family leave. If an employee does not meet the eligibility requirements for medical/family leave (as set forth in this handbook), he or she will still be treated as being on medical/family leave for purposes of employee benefit treatment. An employee on leave will be allowed to continue participating in any employee benefit plans in which he/she was enrolled before the first day of the leave (for the duration of the approved leave up to the maximum of 6 months) at the level and under the conditions of coverage as if the employee had continued in employment for the duration of such leave. The Parish/School/Diocese will continue to make the same premium contribution as if the employee had continued working, but the employee

must continue to make the same monthly benefit premium payments during the leave as before the leave started.

## **40.0 Statutory Benefits**

Employees of Employer are covered by the mandatory provisions of several statutory benefits. These include the following:

- Social Security: All employees pay taxes under the Federal Insurance Contributions Act (FICA), and those contributions are credited toward an employee's social security benefits, which may be available at the time he or she is eligible to retire. In addition, disability and survivors benefits are financed through social security deductions.
- State Unemployment Insurance: California provides temporary assistance to employees who have lost their jobs through no fault of their own. Though exempt from this law, Employer voluntarily provides coverage for all eligible employees, and claims are administered by a third party administrator. Eligibility and extent of coverage are determined by the State of California Employment Development Department (EDD), and claims may be made at any local EDD office.
- State Disability Insurance: An employee may be eligible for State Disability Insurance (SDI) when he or she cannot work because of sickness/injury (either mental or physical, including pregnancy, child-birth, or related medical condition) not caused by his or her job. Claim forms for SDI benefits (*DE 2501*) are available from any California EDD office.
- Family Temporary Disability Insurance (Paid Family Leave): Permits employees to apply for up to six weeks of wage replacement benefits within a 12 month period, for time taken off work to care for qualified family members who are seriously-ill, or to bond with a new child. Additional information and claim forms may be obtained from the California EDD. Even though the state provides this wage replacement benefit, it does not mean that employees have a separate and distinct right to time off under this program, or any corresponding job guarantees.

## **41.0 Cemetery Benefit**

Eligible employees may receive a 25% discount off the pre-need purchase of burial space (including plots, mausoleums, garden crypts, and niches, subject to availability) in any of the following Diocesan Cemeteries:

- All Souls Cemetery, Vallejo
- Calvary Cemetery, Citrus Heights
- Holy Cross Cemetery, Colusa

- St. Alphonsus Cemetery, Fairfield
- St. Joseph Cemetery, Rio Vista
- St. Joseph Cemetery, Sacramento
- St. Joseph Cemetery, Woodland
- St. Mary's Cemetery, Sacramento
- St. Patrick Cemetery, Grass Valley
- St. Vincent de Paul Cemetery, Rancho Murieta

This discount is limited to space for the employee or for the spouse, child, or parents of employees only.

In addition, eligible employees may receive a 25% discount off pre-need or at-need funeral services at any diocesan-owned funeral location. Discounts are limited to employee, spouse, children, and parents of employees only.

Employees interested in either of these particular benefits should contact the Catholic Cemeteries Department of the Diocese of Sacramento for additional details.

## **CHAPTER VI: EMPLOYEE CONDUCT**

### **42.0 GENERAL STANDARDS OF CONDUCT**

Employer expects all of its employees, whether Catholic or not, to be persons who, by word, deed, and conduct, represent and support the positions and beliefs of the Catholic Church. Employer also expects employees, on a day-to-day basis, to engage in appropriate conduct, to fulfill their assigned duties, and to follow direction from superiors while on duty or on Employer's premises.

To promote an understanding of standards of conduct expected of employees of Employer, some examples of conduct that will lead to the imposition of disciplinary measures, up to and including termination of employment, include the following:

- Unsatisfactory performance, such as inattentiveness to job responsibilities or duties, failure or inability on the part of an employee to adequately fulfill assigned responsibilities, or failure to carry out specific responsibilities as detailed in the employee's job description, or as assigned by the pastor or other supervisor.
- Teaching, advocating, engaging in, or encouraging beliefs, relationships, or behaviors that are contrary to the moral and theological teachings of the Roman Catholic Church, or any other conduct that could be a source of scandal for the Church.
- Engaging in political activity (advocacy for individual candidates for public office in particular) while on the job, on Employer property or at an Employer facility, using

- Employer resources, or otherwise engaging in public or private conduct in a manner that such political activities could be attributed to Employer.
- Repeated tardiness, unexcused absence from work, unexcused tardiness, abuse of sick pay, or abuse of other leave benefits.
  - Failure to give proper notice under the circumstances when unable to report for work for any reason.
  - Misconduct such as profanity, deceit, dishonesty, uncontrolled anger, disrespect of others, failure to respond to correction or admonition from a supervisor, or refusal to obey appropriate directives.
  - Failure to treat others with dignity and respect in working situations. This includes actual or threatened violence or bodily harm towards another individual in the workplace.
  - Insubordination, which includes a willful failure on the part of the employee to support and observe Employer policies and/or a refusal to complete appropriate responsibilities assigned by the employee's supervisor.
  - Falsification of documents, such as falsification of, or providing false or misleading information on an application, personnel record, professional or character reference or academic transcript. This also includes falsification of any records within the employee's control or other Employer documents.
  - Unauthorized possession, use, purchase, consumption, transfer, or sale of alcoholic beverages, controlled substances, or illegal drugs during working hours, on Employer premises, or otherwise while representing Employer, or reporting to work under the influence of alcohol, any controlled substance, or illegal drug.
  - Unauthorized possession, removal, or destruction of Employer or co-worker property, records, or other materials.
  - Failure to observe workplace safety policies and normal safety precautions, including those mandated by the Occupational Safety and Health Administration (OSHA).
  - Unlawful discrimination or harassment, as defined in greater detail in this Handbook.
  - Breach of confidentiality, including disclosure of information pertaining to personnel, financial, or sacramental records, or other confidential material.
  - Violations of any other policies or procedures outlined in this Handbook.

#### **43.0 POLICY AGAINST DISCRIMINATION AND HARASSMENT**

Employer is committed to maintaining a work environment that is free from unlawful discrimination of any kind. In keeping with this commitment, Employer will not tolerate the harassment of any of its employees by anyone, including any supervisor, co-worker, or any non-employee third party.

Employer will not tolerate unlawful discriminatory conduct in the workplace, nor harassing conduct (unwelcome conduct, whether verbal, physical, or visual) that interferes unreasonably with an employee's work performance, or that creates an intimidating, hostile, or offensive working environment, where that conduct is based upon

characteristics designated as protected by applicable law, such as sex, color, race, national origin, age, or physical or mental disability.

Sexual harassment is a particular concern. Unwelcome sexual advances, requests for sexual favors, and other physical, verbal, or visual conduct based on sex constitute sexual harassment when (1) submission to the conduct is an explicit or implicit term or condition of employment, (2) submission to or rejection of the conduct is used as the basis for an employment decision, or (3) the conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment. Sexual harassment is conduct based on sex, whether directed towards a person of the opposite or same sex, and may include explicit sexual propositions, sexual innuendo, suggestive comments, sexually oriented kidding or teasing, practical jokes, jokes about obscene printed or visual material, and physical contact such as patting, pinching, or brushing against another person's body.

All employees have a responsibility to help assure that the workplace is harassment-free. If an employee feels that he or she has experienced or witnessed harassment, he or she is to notify his or her immediate supervisor, the pastor, the principal (if a school employee), or, in the alternative, the Human Resources Director or Chancellor for the Diocese (acting in their own capacity, or as human resources consultant by agreement with Employer), or the agency or department director (Catholic Schools, Catholic Cemeteries, etc.).

As required under California law, all pastors, principals, and supervisors will receive training concerning the prevention and correction of sexual harassment in the workplace. Supervisors must participate in this training at least once every two years. Details concerning this sexual harassment training are available from the Human Resources Director or Chancellor for the Diocese.

It is the policy of Employer to promptly investigate all complaints of discrimination or harassment. To the fullest extent practicable, Employer will keep complaints and the terms of their resolution confidential. If an investigation confirms that a violation of the policy against discrimination and harassment has occurred, Employer will take corrective action, including discipline up to and including immediate termination of employment. Employer forbids retaliation against anyone for reporting harassment, assisting in making a harassment complaint, or for cooperating in a harassment investigation.

#### **44.0 ELECTRONIC COMMUNICATIONS POLICY**

Employer provides employees with computer technology resources in an effort to promote efficient and effective creation and communication of job-related data. Access to these tools, however, also results in a need for accuracy, security, and control of electronic data. This is particularly the case with the Internet, which can be both a valuable information and research resource and a tool for abuse, inefficiency, and liability for Employer. As a consequence, every employee is required to know and

follow these rules for the proper use of electronic communications and information technology resources. Failure to comply with these policies can subject the employee to disciplinary action up to and including termination of employment.

Scope of policy: Though the Electronic Communications Policy for Employer applies most obviously to workplace computers (whether desktop or portable), it also applies to all information technology resources utilized by employees of Employer in connection with their job duties, including but not limited to: all computer components and accessories (including printers, floppy disks, flash memory devices, CD-ROMS, and internal or external networks), electronic mail ("e-mail") and any attachments to such messages, cellular telephones and text messaging, instant messaging, voice mail, Internet, video conferencing, and facsimile machines.

Prohibited conduct: Information technology resources provided by Employer should be used for legitimate, job-related communications. Other than minimal and incidental personal use (such as occasional telephone, instant or text messaging, or email contact with family members or friends), these resources should not be used in a manner that affects any employee's or coworker's work performance. Personal use of information technology resources in a manner that adversely affects an employee's or coworker's work performance, or that violates the standards of conduct for Employer, may result in the revocation of any personal-use privileges, as well as discipline up to and including dismissal.

Information technology resources may never be used in connection with downloading, transmittal, access to, review, or dissemination of inappropriate materials of any kind, including, but not limited to, (1) sexually-suggestive, pornographic, or obscene images, graphics, or language, (2) unlicensed or unauthorized access to proprietary, copyrighted, or patented information belonging to another individual or entity, or (3) material that is offensive based on any characteristic designated as protected by state or federal law, and which could be construed to violate Employer's policy against harassment. Employees also should not allow or facilitate access to Employer computers by outside or unauthorized individuals.

Employees are prohibited from any willful or reckless introduction of virus-infected files into Employer's information technology resources. Employees are expected to take all reasonable steps to ensure that all files accessed or collected are virus-free, and should not add, load, remove, download, or transfer any software on Employer computers unless authorized to do so.

No expectation of privacy / Employer right of access: All data that is entered, created, received, stored, accessed, or transmitted by way of information technology resources provided by Employer, including all text, instant, and e-mail messages, are and will remain the sole and exclusive property of Employer. All system pass codes for information technology resources provided by Employer must be made available by employees to a direct supervisor, and employees may not install private pass codes on

such equipment. Employees should therefore have no reasonable expectation that information on any Employer-provided computer or other information technology resource will be confidential, or that they will have any proprietary, privacy, or protected-confidentiality right with respect to such information. In order to monitor compliance with this policy and to protect its interests, including the need to prevent any improper use of information technology resources, Employer reserves the right to gain access to any information entered into, created, received, stored in, accessed, or transmitted by any of the information technology resources made available to employees. Consistent with this policy, the Human Resources Director or Chancellor for the Diocese (acting in their own capacity, or as human resources consultant by agreement with Employer), pastor, or school principal may authorize access to any employee's Employer-provided information technology resources before, during, or after the employee's shift, and with or without the employee's advanced knowledge or consent, and may, in appropriate circumstances, share information contained on those resources with third parties, such as law enforcement agencies, in connection with criminal or civil investigations.

#### **44.5 ONLINE SOCIAL MEDIA POLICY**

Employer recognizes that many of its employees participate in one or more varieties of Internet-based social media. Examples of these are social networks such as Facebook, Instagram, Twitter, YouTube, and LinkedIn, as well as blogs, wikis, and related sites involving personal expression and social interaction. While all employees are welcome to participate in such social media, they must nevertheless recognize the potential for their personal expression to have an adverse effect upon the reputation of Employer, its employees, and the Roman Catholic Church.

In general, an employee may access online media for lawful and appropriate job-related purposes during the workday with the approval of his or her supervisor. Employees may not utilize Employer information technology resources to create, post, or otherwise access online social media for personal use, and the provisions of the Electronic Communications Policy (such as Employer's right of access and no reasonable expectation of privacy by employees) apply for purposes of enforcing this restriction.

With regard to any material published or posted on any social media by employees, even on their personal time, the following guidelines apply:

- While Employer has no desire or intent to monitor or censor the personal social media activity of employees, some online actions can affect an employee's service with Employer. If it comes to light that an employee's postings (from any time period) have the potential to be a source of scandal for the Church, because the content violates Employer's standards of conduct set forth above, the employee will be subject to disciplinary action, up to and including discharge. In particular, Employer will not tolerate the posting of obscene, harassing, offensive, derogatory, or defamatory comments and images that discredits or causes embarrassment to

Employer or the Catholic Church, or to our employees, schools, affiliated organizations, or parishioners.

- If you identify yourself as an employee of Employer on social media, please make it clear that the views you express are yours alone and that they do not necessarily reflect the views of Employer. For example, if an employee publishes a blog, he or she should post the following notice, in a reasonable prominent place: “The views expressed on this site are solely my own and do not necessarily reflect the views of my employer.”
- Employees should be ethical and responsible participants in social media. Attempt to always be accurate and respectful in any postings. If you are moderating the content of others who post on your site, insist upon similar standards for those third parties.
- Employees should never disclose in social media any information gained as a result of employment with Employer. This includes, but is not limited to: any information that is confidential or proprietary to Employer; information that a third party has disclosed to Employer, including information related to any Church sacraments; and information concerning any legal matters or litigation in which Employer is involved.
- Employees may not use Employer’s trademarks or reproduce any Employer materials or logos without written permission. Please consult with the Director of Communications if you have questions about appropriateness of publishing any such Employer materials on your site.

Employees who violate this policy may be subject to disciplinary action that may include termination of employment. If you have questions about this policy or any matter related to your social media activities that this policy does not address, please consult with your supervisor, or with the Human Resources Director or Chancellor for the Diocese (acting in their own capacity, or as human resources consultant by agreement with Employer).

#### **45.0 CONFLICTS OF INTEREST**

All employees and independent contractors engaged by Employer must not use their position with Employer for inappropriate personal advantage or in a manner that would create a conflict of interest. Because of the ministerial mission of Employer, employees must constantly bear in mind the importance of the highest standards of ethical and moral conduct. Employees must refrain from taking part in, or exerting influence in, any transaction in which their own interests may conflict with the best interests of Employer, as determined by the supervisor.

Examples of prohibited activities include, but are not limited to:

- Engaging in any other employment or personal activity during work hours or using Employer’s supplies or equipment in other employment;
- Soliciting Employer’s employees or business associates to purchase goods or services of any kind for non-Employer purposes or to make contributions to any non-

- Employer organization, unless written approval has been granted by Employer in advance;
- Having a direct or indirect financial relationship with suppliers or vendors who solicit business with or are engaged in a business relationship with Employer;
  - Engaging in offers, exchanges, solicitations or acceptance of payments, gifts or other considerations in any form, directly or indirectly, other than those which have to do with the normal course of business and which follow open, legal and authorized procedures with any person, firm or institution; and
  - Rejecting, accepting and/or exerting influence connected to payments, gifts, credits or favors in any form (e.g. vacations, expenses, loan endorsements, consultant fees), directly or indirectly by or to the employer or independent contractors. The term "indirect" includes the offering or acceptance of such favors by a relative, associate or anyone acting on behalf of the employee or an independent contractor or by business entities acting for any of the aforementioned.

## **46.0 CONFIDENTIALITY**

Some aspects of the work of Employer — such as sacramental matters, private correspondence and contributions, and the nature of relationships with businesses and benefactors — are confidential. Employees should not discuss these matters outside the office without authorization from those responsible for this information.

By virtue of their work, employees may also have access to personal information of employees, parishioners, students, volunteers, or other individuals, including social security numbers, personnel information, and salary matters. All such personal information, must be maintained in strict confidentiality.

Failure to maintain confidentiality on any of these matters is grounds for discipline, up to and including termination of employment.

## **47.0 POLICY AGAINST ALCOHOL AND DRUG ABUSE**

Employer is concerned about the use of alcohol, illegal drugs, or controlled substances as it affects its employees and the workplace. Use of these substances whether on or off the job can adversely affect an employee's work performance and efficiency, not to mention his or her personal life, safety, and health. The use or possession of these substances on the job also constitutes a potential danger to the welfare and safety of other employees and exposes Employer to the risks of property loss or damage, or injury to other persons. Accordingly, Employer prohibits the following conduct, whether on Employer's property during the work day (including meals and rest periods), or in any other locations while on Employer business:

- Unauthorized possession, transfer, sale, or consumption of alcohol, or being under the influence of alcohol, during any working hours.

- Any possession, distribution, sale, or purchase of any illegal drug or controlled substance, or being under the influence of such an illegal drug or substance, during any working hours.
- Facilitating access to Employer's premises or employees by third parties for the purpose of distribution, sale, or purchase of alcohol, illegal drugs, or controlled substances.

Violation of these policies will lead to the imposition of disciplinary measures, up to and including immediate termination of employment.

In order to enforce this policy, and to promote a safe, productive, and efficient workplace, Employer reserves the right to inspect desks, packages, lunch boxes, and other articles brought on to Employer's premises that might conceal alcohol, illegal drugs, and/or other inappropriate materials.

## **48.0 WORKPLACE SAFETY**

It is the policy of Employer to provide a safe workplace for its employees. In accordance with California law, Employer has established an Illness and Injury Prevention Program (IIPP), implementing safety rules and practices consistent with the Occupational Safety and Health Act (OSHA).

Employer will furnish necessary equipment for employees performing work requiring personal protective equipment. All employees must obey every safety rule and must report any safety hazards they observe to their supervisor immediately. Failure to comply with safety regulations or reporting requirements can be a reason for dismissal.

Any employee injured on a job-related duty should report the injury and its cause immediately to the supervisor. Such injuries are normally covered by Workers' Compensation Insurance. Workers' Compensation accident report forms must be submitted to the claims administrator.

## **49.0 WORKPLACE VIOLENCE / WORKPLACE SECURITY**

Employer has a zero tolerance policy for violent acts or threats of violence against our employees, applicants, clients/customers or vendors. The organization does not allow fighting, threatening words or conduct. In addition, weapons of any kind are strictly prohibited and not permitted on Sacramento Roman Catholic Diocese's premises. No employee should commit or threaten to commit any violent act against a co-worker, supervisor or manager, applicant, client/customer or vendor; this includes discussions of the use of dangerous weapons, even in a joking manner.

All employees have the right to work in an environment free from threats and acts of violence. Management will take direct and immediate action to prevent such behavior and thoroughly investigate all reported threats and acts of violence.

The purpose of this policy is to maintain a healthy and safe work environment and to provide procedures for reporting, investigating, and resolving any threats or acts of violence involving employees, suppliers, or customers.

## **Scope of Policy**

This policy applies to all employees, including supervisors and managers.

## **Definitions**

*Employees* refer to all employees, including coworkers, supervisors, management, and officers.

*Threat* refers to an expression of intention to scare, frighten, terrorize, or harm another. This includes hand gestures, words, and body language.

*Violence* refers to an act of physical force used to harm or injure another.

## **Prohibited Activities**

The following conduct is strictly prohibited:

- Employees may not explicitly or implicitly threaten or commit an act of violence against another person.
- Employees may not make threatening remarks either orally or in writing to another person.

Violent or threatening behavior includes, but is not limited to:

- Making threats of physical violence against oneself or others, whether the threats are verbal, written or part of a physical gesture or action.
- Displaying threatening, physically aggressive, or violent behavior that intimidates or instills fear in others.
- Engaging in other hostile behavior, including belligerent speech that may reasonably provoke a physical reaction.
- Using any object in a threatening or violent manner.
- Sabotaging or defacing the organization's property or causing physical damage to the Company's facilities.
- Bringing firearms, explosives, or weapons of any kind onto the organization's property or possessing the same while conducting business for the organization. This prohibition is applicable to any employee-owned vehicle parked on the organization's property, such as parking lots, except where expressly permitted by law. There are **no** circumstances where employees are permitted to bring firearms, explosives, or weapons of any kind into Employer's facilities.

## **Supervisor Responsibility**

Each supervisor is responsible for creating an atmosphere that will prevent threatening behavior and acts of violence. These responsibilities include:

- Monitoring the work environment for signs of inappropriate behavior.
- Counseling all employees on the types of prohibited behavior and the procedure for reporting and resolving complaints. Supervisors must also inform employees that complaints reported anonymously cannot be investigated.
- Stopping any observed prohibited acts by taking the appropriate steps to intervene, documenting the incident, and reporting the incident to a supervisor or the Human Resources Director, who will then conduct an investigation and resolve the situation as quickly as possible.
- Taking immediate action to limit further contact between individuals when misconduct is either observed or reported.

## **Employee Responsibility**

Every employee is responsible for assisting in the prevention of threatening behavior and acts of violence. This includes:

- Refraining from participation in or the encouragement of actions that could be perceived as threatening or violent.
- If comfortable doing so, telling the person(s) who makes the threat that his/her actions are unwelcome and offensive.
- Assisting an employee whom confides in you that he/she is a victim and encouraging him/her to report the incident to a supervisor or manager.

## **Reporting Procedures**

If you are threatened, a victim of a violent act in the workplace, or if you observe behavior that is violent or potentially violent, report it immediately to your supervisor, your Human Resources Director, or any other member of management. This includes threats or violent acts by coworkers, customers, visitors, or others who have come onto our premises.

The following procedure should be used to report complaints:

- Employees should report any threat of violence to a supervisor or manager as soon as possible, even if they discussed the matter directly with the individual(s) involved.
- If the supervisor or manager is involved in the threat or if the employee is uncomfortable reporting the matter to his/her supervisor or manager for any reason, it should be reported to his/her Human Resources Director.

- If the above options are not suitable for the employee or if he/she has difficulty reporting workplace violence issues to someone locally, he/she should call the Human Resources department directly at (916) 733-0239 or use the Ethics toll-free hotline 1-844-300-1077. The Ethics Hotline is accessible 24 hours a day, 7 days a week and is operated by an independent company. All calls are anonymous unless the caller chooses to identify himself/herself. Keep in mind that complaints reported anonymously cannot be investigated.
- If the employee believes a crime has been committed they should also notify the proper law enforcement agencies immediately.
- Employees may be asked to provide the following information when reporting threats or threatening conduct:
  - The date(s), time(s) and location(s) of the incident(s) that took place.
  - A description of the incident including any physical contact made and what was said and/or done.
  - The name(s) of anyone present during the incident.
- It is imperative the employee immediately reports conduct that he/she feels is threatening. Any such complaint will be investigated promptly and, if found to have merit, immediate steps will be taken to end the threat(s) or threatening conduct and, where appropriate, disciplinary action up to and including discharge will be taken.
- The complaint and the complainant's identity will be revealed within the organization strictly on a "need to know" basis and, under no circumstances, will the complainant be subject to retaliation for registering the complaint.

Employer does not tolerate retaliation against an employee who reports workplace violence. All reports of workplace violence will be taken seriously and will be thoroughly investigated, and all complaints reported will be treated with as much confidentiality as possible. Moreover, we will not tolerate retaliation against any employee who in good faith reports workplace violence, potential threats of violence, or who in good faith serves as a witness or otherwise in good faith participates in an investigation. If the organization determines that workplace violence has occurred, the organization will take all appropriate action it deems necessary and appropriate under the circumstances. Such action may include, but is not limited to:

- Suspension, termination or other disciplinary action as appropriate.
- Removal from the premises or withdrawal of consent to enter or be present on the premises pending the outcome of an investigation and thereafter, if required.
- Notification of security and law enforcement agencies of any threats and violent acts, and initiation of criminal arrests and prosecutions.
- Reassignment/relocation of personnel or job duties, if required.
- Termination of any business relationship.
- Any other action the company deems to be necessary or required under the circumstances.

An employee who believes that he or she may have a problem that could lead to violent behavior is encouraged to use Employer's confidential employee assistance program (EAP). EAP can be reached at 1-888-293-6948. For further information regarding this program, please contact the Human Resource Director.

### **Violations of Policy**

Employees who violate this policy are subject to disciplinary action up to and including discharge.

## **50.0 ANTI-RETALIATION POLICY**

Employer's policy prohibits unlawful retaliation. Employees who engage in activities protected by law, such as reporting harassment, discrimination, or other violations of local, state, or federal law or providing information or testimony during an investigation or prosecution of such a violation, shall not be retaliated against for such conduct.

If an employee feels that he or she has been retaliated against, he/she must promptly contact his/her Human Resources Director or must follow the steps detailed in Employee Complaint Resolution procedure, which can be found in the Employee Handbook. If the employee is not comfortable using the Employee Complaint Resolution procedure, he/she may call the Ethics Toll-Free Hotline at 1-844-300-1077 to report the retaliation. The employee may remain anonymous; however, it is beneficial to the Employer's investigation of the incident to have as much information as possible. Notwithstanding the employee's obligation to follow this procedure, supervisors or managers who receive complaints or who observe retaliatory conduct should promptly inform the Human Resources Director. All complaints of retaliation shall be investigated and remedial action taken where necessary.

Employees who violate this policy are subject to disciplinary action up to and including discharge.

## **51.0 OTHER MISCELLANEOUS STANDARDS OF EMPLOYEE CONDUCT**

Personal Appearance: Employees are expected to be clean, neat in appearance, and dressed in a professional manner. Questions concerning the appropriateness of an employee's attire for the workplace are determined by the employee's supervisor. If employees have any questions as to what constitutes proper attire within a given department, they should consult a supervisor.

Personal Use of Employer Property: Employees may not divert Employer's property to their own personal use. This policy includes, but is not limited to, the personal use of Employer's name, logo, stationery, supplies, equipment, computers, telephones

(including cellular telephones), fax machines, postage and postage meters, vehicles, office machines, or other property for personal purposes.

Official Letterhead: Official letterhead may not be used for personal correspondence nor may it be used by any individual to represent any policy, position or other statement purporting to reflect the opinions, policies or practices of Employer unless specifically authorized to do so.

---

## **FOR THE DIOCESE OF SACRAMENTO**

### **52.0 REQUEST FOR EMPLOYMENT RECOMMENDATION POLICY**

Any request for an employment recommendation must be submitted to the Human Resource Director. The Human Resource Director will then partner with the direct supervisor of the employee (or former employee) to review the request and determine the next course of action.

With the permission of an employee (or a former employee), the Diocese will always provide dates of employment and the last position held by the employee to those who have been authorized to receive the information.

A request for an employment recommendation does not guarantee that a recommendation other than the above information will be provided for the employee.

### **53.0 POLICY REGARDING VISITORS IN THE WORKPLACE**

#### **Statement**

It is the policy of the Diocese of Sacramento to place protective parameters around workplace visits from individuals that do not have legitimate business purposes. This policy is intended to prevent disruptions and to provide a safe, secure work environment for employees.

#### **Policy Guidelines**

To ensure the safety and security of employees and facilities of the Diocese of Sacramento, all visitors must enter the Pastoral Center offices at the reception area. Employees should therefore direct any expected visitors to the main entrance to the building and the receptionist. Visitors must sign-in and wear a badge at all times while on the premises. Visitors will receive directions or be escorted to their destination.

Visitors to the Pastoral Center for reasons unrelated to business purposes (such as friends or children of employees) should be kept to a minimum. Young children must be

accompanied by an adult other than the employee. Unaccompanied young children will not be admitted without prior approval from the Office of Lay Personnel. Employees are responsible for the conduct and safety of their visitors.

Government agency inspectors, such as Occupational Safety and Health Administration (OSHA) inspectors or the Fire Marshall, must be admitted to the premises after showing proper identification.

If an unauthorized individual is observed on the premises, employees should immediately notify their supervisor or direct the individual to the reception area.

### **Violations of Policy**

Employees who violate this policy are subject to disciplinary action up to and including discharge.

## **54.0 EXPENSE REIMBURSEMENT ALLOTMENT POLICY**

### **Meals**

Personal meals are defined as meal expenses incurred by the employee when traveling on behalf of the Diocese and dining on an out-of-town business trip (90 miles or more one way). Approximate meal expense guidelines are as follows:

- \$10/day for breakfast
- \$15/day for lunch
- \$25/day for dinner

### **Business Meals Taken With Other Employees**

Employees will be reimbursed for business-related meals taken with other employees only in the following circumstances:

- When a client, visitor, or business member is present
- When at least one diocesan employee is from out of town
- On the occasion of a new employee's first day (Director and new employee).

Complete documentation is required in order to gain reimbursement from the Diocese. This documentation is also required by the IRS in order to be considered a non-taxable business expense reimbursement. Complete documentation includes:

- Detailed meal receipt
- List of all guests and purpose of meeting written on the back of the receipt or attached to the receipt

Approximate meal expense guidelines are as follows:

- \$10/day for breakfast for each person
- \$15/day for lunch for each person
- \$25/day for dinner for each person

Please note that employees will not be reimbursed for entertaining other employees unless there is a direct reporting relationship between them.

### **Department Meals**

A Director may take their department to breakfast or lunch once a year. Prior planning must be approved with the Chancellor.

Documentation identical to the above must be submitted for reimbursement and/or payment.

Standard meal allowance amounts are to be adhered to as follows:

- \$10/day for breakfast for each person
- \$15/day for lunch for each person.

In addition, the Director may purchase items for staff birthdays such as cake, donuts, bagels, ice-cream, etc.

## **55.0 EMPLOYEE REFERRAL POLICY**

### **Description**

In our quest to identify qualified Catholic candidates to fill open positions, we have found that many times the best candidates are referrals from our Pastoral Center employees.

If you know of someone who would be a good addition to our team and they meet the qualifications for an existing open position, you may be awarded \$50 if you refer them for employment and they are hired. If your candidate is hired and maintains employment with the Pastoral Center for 6 months you will be awarded \$50!

Refer candidates who meet the qualifications to apply for the position after providing the Lay Personnel Department the attached Candidate Referral Form.

### **Program Rules**

1. Referral Eligibility: All Pastoral Center employees - except Human Resources personnel, summer, contract, and former employees - are eligible for the award. Managers with hiring authority over the referred candidate are not eligible.

2. The referral date cannot be earlier than the date the job posting is posted. The hiring of a referred employee must occur within 180 days (six months) of the initial referral date.
3. The referral must represent the candidate's first contact with the Pastoral Center.
4. To be eligible for an award, the referral must **first** be submitted to the Lay Personnel Department and must include a Candidate Referral Form.
5. The first employee to refer a candidate will be the only referring employee eligible for payment.
6. All information regarding the hiring decision will remain strictly confidential.
7. The referring employee must still be employed by the Pastoral Center during the hired candidate's first 6 months of employment in order to receive payment.
8. All referral bonus payments will be paid within 30 days after the referred employee's 6 months of employment at the Pastoral Center.

## **56.0 PASTORAL CENTER DRESS CODE GUIDELINES**

The attire of Pastoral center staff has a direct impact on the image of the Diocese. Employees are expected to dress modestly and in a conservative, professional manner. We have developed the following dress code for the Pastoral Center to provide general guidelines as to what is considered appropriate in our work environment.

The following clothing would be considered appropriate attire:

**Women**

- Dresses or skirts of modest length (*3 inches above the top of the kneecap*)
- Pantsuits or slacks
- Blouses and shells
- Sweaters, cardigans or turtle neck shirts
- Dress shoes (heels or flats)

**Men**

- Suits, sport coats or blazers (required at Director level)
- Ties (required at Director/Associate Director level)
- Slacks
- Shirts with collars (long sleeve or short sleeve)
- Dress shoes or loafers

The following clothing items are NOT appropriate:

- Capri or cropped pants
- Jeans of any color
- Tank Tops or T Shirts
- Low cut or revealing blouses or shells
- Tennis Shoes, flip flops, thong sandals
- Visible tattoos or body piercings

As with any guidelines, these examples cannot be all inclusive; error on the side of conservative dress if in doubt.

Departments requiring more casual attire for special projects should obtain proper authorization from their department head.

## **CHAPTER VII: DISCIPLINE / DISPUTE RESOLUTION**

### **57.0 PROGRESSIVE DISCIPLINE POLICY**

Employer values all its employees and the services they provide to the Church and to all those to whom we collectively minister as Catholics. Employer also fervently hopes that all those called to ministry as employees of the Church will be successful in their job duties and that each will provide and derive meaning and dignity from their labors in the workplace.

Consistent with this desire for all employees to be successful in their employment, and in order to provide a fair method of disciplining employees, Employer has established a general progressive discipline procedure to provide guidance to supervisors and employees alike. This progressive discipline policy is intended to outline a fair method of disciplining employees, and a framework within which both employees and supervisors have advance notice regarding disciplinary response to misconduct, in order to permit an opportunity to correct any problems.

#### General Provisions

1. Discipline may be initiated for various reasons, including, but not limited to, poor work performance or violations of Employer's antidiscrimination policy, electronic communications policy, or any other workplace standards of conduct. The severity of the disciplinary action generally depends on the nature of the offense and an employee's record and may range from verbal counseling to immediate dismissal.

2. The typical progressive discipline procedure consists of:

- a. Verbal warning;
- b. First written warning;
- c. Final written warning, which may include suspension; and
- d. Discharge.

Any or all of the foregoing steps may be utilized, depending upon individual circumstances and the nature of the employee's conduct. Employees must be aware, however, that these progressive steps represent guidance for a general progression of disciplinary response, and exceptions or deviations may occur whenever, based on the

individual circumstances, Employer deems it appropriate. As a result, it must be clear that termination of employment may occur for a single offense or performance problem.

3. Discipline under this policy should be timely and should follow, as closely as possible, the incident(s) giving rise to and requiring the disciplinary action.

#### Discretion to Deviate From Progressive Discipline

As noted above, this progressive discipline guidance is exactly that — a general framework to guide supervisors and employees in typical disciplinary matters. Employer reserves the right to deviate from this policy or to skip one or more steps if circumstances warrant such a deviation. Immediate termination of employment for one offense may therefore occur if Employer deems it appropriate. In addition, the progressive discipline framework will not be applicable to any instances of staff reductions or layoffs.

### **58.0 DISPUTE RESOLUTION POLICY**

It is the desire of Employer to have workplaces that are free of disruptive disputes among employees. Employees should respect one another and support each other in performing their jobs effectively. Employer recognizes, however, that because of our human nature, problems may arise between people who work together. This can affect the job performance of those involved as well as those around them. Employer adopts the following general principles for the attempted resolution of such disputes.

Employees should first try to resolve workplace conflicts among themselves, in a professional and responsible manner, showing mutual respect at all times.

In the event coworkers are unable to resolve a conflict among themselves, employees should promptly bring the situation to the attention of their supervisor. It is the responsibility of the supervisor to attend promptly to the matter and assist with reaching a resolution of the dispute. Every effort should be made to respect the dignity of each person involved, and to foster a resolution that will, as much as possible, also prevent future conflicts.

Finally, depending on the circumstances (such as if the foregoing efforts have been unsuccessful, the employee's dispute is with a supervisor, or if the supervisor has been unable to resolve a dispute with a coworker), the employee may also consult with the pastor, or with the Human Resources Director or Chancellor of the Diocese of Sacramento (acting in their own capacity, or as human resources consultant by agreement with Employer).

## **ACKNOWLEDGMENT OF RECEIPT OF HANDBOOK**

I, \_\_\_\_\_, acknowledge receipt of the Lay Personnel Handbook, by initialing the following provisions and signing the general acknowledgment set forth below:

- \_\_\_\_ I have received my copy of the Lay Personnel Handbook. I understand and agree that it is my responsibility to read and familiarize myself with the policies and procedures contained in the Handbook and to follow them at all times during my employment with Employer.
- \_\_\_\_ I understand and agree that no supervisor or other representative of Employer has authority to enter into any agreement, express or implied, for employment for any specific period of time, or to make any agreement for employment other than at-will. [Note: this provision is not applicable to certain contracted teachers and employees at Catholic Schools and within the Cemeteries Department.]
- \_\_\_\_ I understand and agree that nothing in the Handbook creates or is intended to create an express or implied contract of employment or promise or representation of continued employment. Rather, I understand that my employment is "at will." I understand that this means that nothing shall restrict my right to terminate my employment at any time and nothing shall restrict the right of Employer to terminate my employment at any time, with or without notice, with or without cause.
- \_\_\_\_ I understand that although this Handbook does not create an express or implied contract of continued employment, it does govern my employment relationship with Employer and our respective rights and obligations, in particular as it relates to arbitration of any dispute that may arise out of my employment with Employer.
- \_\_\_\_ I understand that except as limited by state or federal law, Employer reserves the right to change my hours, compensation rate, working conditions, job duties, position, title, and benefits, at any time, in its sole discretion.
- \_\_\_\_ I understand that all the policies, rules, and regulations in this Handbook replace any previous policy statements, written or oral, that are different from or inconsistent with the policies contained herein.

\_\_\_\_\_  
I understand that with the exception of employment-at-will status, the policies in this Handbook may be changed from time to time, and that in the event of a change, I will be provided with copy of the Handbook revisions. If I have any questions about the policies in this Handbook, I may talk to my supervisor, pastor, or the Human Resource Director or Chancellor for the Diocese (acting in their own capacity, or as human resources consultant by agreement with Employer).

---

Employee's Signature

---

Date

---

Print employee's name

## **ACKNOWLEDGEMENT OF POLICIES AS RELIGIOUS EMPLOYER**

Check one

Catholic employees: I acknowledge, as a Catholic employee of Employer, that I am obligated to avoid engaging in or encouraging beliefs, relationships, or behaviors that are contrary to the moral and theological teachings of the Roman Catholic Church, and that I have a responsibility to maintain my status as a member of the Church in good standing. I understand that if I need to regularize my status with the Church in any way, I have the right to the pastoral assistance of the Church, and that I have the primary responsibility to seek such assistance, by contacting my individual pastor or the Judicial Vicar for the Diocese of Sacramento (who can be reached at (916) 733-0225).

Non-Catholic employees: I acknowledge that although I am not Catholic, and am not obligated to become Catholic as a condition of my employment, I nevertheless understand that Employer is a religious employer, and that its standards of conduct incorporate the religious teachings of the Catholic Church. I understand, therefore, that my employment relationship with Employer may be affected if I engage in teaching, advocating, engaging in, or encouraging beliefs, relationships, or behaviors that are contrary to the moral and theological teachings of the Roman Catholic Church, or any other conduct that could be a source of scandal for the Church.

---

Employee's Signature

---

Date

---

Print employee's name



## **ANTIDISCRIMINATION / ANTIHARASSMENT POLICY ACKNOWLEDGEMENT**

I acknowledge that I have read and understand Employer's Policy Against Discrimination and Harassment, and I understand that Employer will not tolerate unlawful discrimination or harassment of any kind by any employee. It is a zero tolerance policy. I recognize that the only way Employer can achieve its goal of providing a work environment free of all unlawful discrimination and harassment is with the assistance of its employees. I understand that Employer and its employees must therefore be partners in the commitment to this policy.

I agree to comply with Employer's policies prohibiting unlawful harassment and discrimination and pledge that I will not violate the law or Employer's policy. I also promise to fulfill all of my responsibilities under the policy, including the responsibility to report any unlawful harassment immediately to my supervisor or pastor, to another supervisor or pastor in another parish or department in Employer, to the Human Resource Director or Chancellor for the Diocese (acting in their own capacity, or as human resources consultant by agreement with Employer), or to any other individual designated to receive such reports. I will do all that I can to assist Employer to provide and maintain a workplace that is free of unlawful discrimination and harassment.

---

Employee's Signature

---

Date

---

Print employee's name



## **ELECTRONIC COMMUNICATIONS POLICY and ONLINE SOCIAL MEDIA POLICY ACKNOWLEDGEMENT**

I acknowledge that I have read and understand both the Electronic Communications Policy and the Online Social Media Policy for Employer.

I understand that all electronic communications and information technology systems in use by Employer (including any such systems at any Parish or Catholic School), and all data entered, created, received, transmitted, or stored via these systems, are the property of Employer. I also understand that these systems are to be used for job-related purposes and are not to be abused for personal purposes, and that I have no expectation of privacy in connection with the use of these systems or with the creation, transmission, receipt, or storage of data via these systems.

I further understand that participation in online social media for personal purposes is not permitted on the job, or on Employer-provided information technology systems. I acknowledge that social media content posted by me on my own personal time, on my own personal computer can, in some circumstances, violate Employer's standards of employee conduct, and might subject me to workplace discipline. As with electronic communications and information technology systems, I understand that any social media activity by me during the work day, or on Employer information technology systems, may be monitored by Employer, and I have no expectation of privacy concerning such activity.

I agree to comply with Employer's Electronic Communications Policy and Online Social Media Policy, and I acknowledge and consent to Employer monitoring my use of information technology systems made available for my use, at any time at its discretion, including, but not limited to, accessing, reading, and printing all data entered, created, received, transmitted, or stored via these systems.

---

Employee's Signature

---

Date

---

Print employee's name



## AGREEMENT REGARDING ARBITRATION OF DISPUTES

1. Parties: The parties to this Agreement are a corporation sole ("Employer") and the individual whose name appears below ("you" or "your"). References to Employer include references to its officers, employees, and agents, as well as its benefit plans and the entities that administer them, and successors and assigns of such entities.
2. Agreement to Arbitrate: The parties understand and agree that Employer has implemented a Dispute Resolution Policy, and that the principles that policy are the general procedures for resolving all workplace disputes. In the event that any dispute cannot be resolved under the Dispute Resolution Policy, and proceeds to civil litigation, that dispute shall be submitted for resolution exclusively through arbitration to the American Arbitration Association, instead of through trial by court or jury. In the absence of any written agreement between the parties to the contrary, any arbitration hearing pursuant to this Agreement shall be held in Sacramento, California.
3. Scope of Agreement: "Dispute," for purposes of this Agreement, includes all state or federal claims of a legal or equitable nature that you may have against Employer, or that Employer may have against you, such as claims for breach of contract (express or implied), breach of covenant of good faith and fair dealing, wrongful termination in violation of public policy, retaliatory discharge, discrimination, unlawful harassment, denial of leave, intentional and negligent infliction of emotional distress, fraud and deceit, negligent misrepresentation, libel, slander and invasion of privacy, assault, battery and false imprisonment, conversion, intentional interference with contract, interference with prospective economic advantage, malicious prosecution and abuse of process, breach of fiduciary duty, or wage and hour claims under the California Labor Code.
4. Disputes With Third Parties: Without limiting the foregoing provisions, this Agreement also applies to any dispute between you and any other person where (a) Employer is sought to be held vicariously or indirectly liable on account of the other person's conduct or (b) the other person is subject to an arbitration agreement with Employer and the dispute relates to your employment by Employer or the termination of that employment.
5. Claims Not Covered: This Agreement does not apply to certain claims and disputes, as follows: (a) any claim for worker's compensation or unemployment benefits; (b) a judicial action by either party for a temporary restraining order or a preliminary injunction pending arbitration; (c) any report to a law enforcement agency regarding conduct believed to be a crime; (d) disputes concerning employee benefit plans that are covered by ERISA; and (e) any other dispute that the law recognizes as not reached by a mandatory arbitration agreement. Finally, this Agreement does not apply to any matters regarding or related to theology, application of canon law, or ministerial/religious functions of the Church.

6. Initiation of Arbitration: The aggrieved party must give written notice of any claim by making a written demand for arbitration on the other party, as set forth in the Dispute Resolution Policy for Employer. The demand for arbitration shall describe the nature of all claims asserted, the identity of the persons or entities against whom the claims are asserted, the facts on which the claims are based (including (a) a list of witnesses to the events underlying the dispute, (b) the date the dispute arose, (c) an adequate description (or copy) of the principal documents that contain any statement supporting the claims), and the relief requested. Once the demand is sent and received, Employer, within five (5) business days, will file the demand with the appropriate office of the AAA.

7. Selection Of Arbitrator: The arbitration shall be conducted by a single arbitrator selected by the parties from a list of arbitrators provided by the AAA. No one who has ever had any business, financial, family, or social relationship with any party to this Agreement shall serve as an arbitrator unless the related party informs the other party of the relationship and the other party consents in writing to the use of that arbitrator — except that this provision shall not operate to exclude an arbitrator solely upon the basis that he or she is a member of the Roman Catholic faith or is a parishioner at a parish within the Diocese of Sacramento or other Diocese in the region.

8. Expenses and Fees of Arbitration. If Employer initiates the arbitration, then it shall pay the AAA's administrative fees. If you initiate the arbitration, then you shall pay an amount equal to the then-current state court civil matter filing fee in the county in which you reside, and Employer shall pay the remainder. Each side shall pay its own legal fees and expenses. The fees and expenses of the arbitrator shall be paid completely by Employer.

9. Authority Of The Arbitrator: The arbitrator shall have the authority and powers set forth in California Code of Civil Procedure section 1280, et seq., as well as the authority to interpret and apply this Agreement. The arbitrator shall resolve any controversy as to whether a dispute is arbitrable, construing the scope of this Agreement broadly in favor of final and binding arbitration, to the extent permitted by law. The arbitrator's authority shall include (a) the right to hear and rule on pre-hearing disputes and hold conferences by telephone or in person as the arbitrator deems necessary; (b) to resolve all discovery disputes; (c) to grant pre-hearing motions, including motions to dismiss and motions for summary judgment, applying relevant substantive law and awarding any remedy authorized by law, including attorney's fees that are authorized by statute, and to otherwise grant appropriate relief in accordance with applicable law. The arbitrator has no authority, however, to (a) add to or modify the terms of any contract between the parties, (b) require Employer to adopt new policies or procedures, or (c) hear or decide any matter that was not processed in accordance with this Agreement, absent written consent of both parties.

10. Procedures For Arbitration / Written Findings Requirement: The procedures to be followed are those set forth in the employment dispute resolution rules of the AAA,

except to the extent those rules differ from those set forth in this Agreement. No part of the arbitration procedures shall be open to the public or the media, except that an employee who is not represented by counsel may have one individual (who is not otherwise a party or witness to the action) attend the proceedings to provide support. All evidence discovered or submitted at the hearing is confidential and may not be disclosed, except pursuant to court order. Unless the parties otherwise agree, each party may submit a post-hearing brief within 30 days of the close of the hearing. The arbitrator's award shall contain written findings of fact and a finding on each issue necessary to the arbitrator's conclusion, together with conclusions of law sufficient to provide a rationale for the arbitrator's decision with respect to the matters at issue. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The award may be vacated or modified only on the grounds specified in California Code of Civil Procedure section 1285, et seq.

11. Discovery: Each party shall be entitled to pre-hearing discovery of essential documents and witnesses, in a manner consistent with the provisions of Code of Civil Procedure section 1282, et seq., and the discovery provisions of the Code of Civil Procedure. Each party retains the right, however, to apply to the arbitrator for a protective order to prevent or limit particular discovery requests based upon demonstrated good cause for such limitation. Not less than 15 days prior to any hearing, the parties shall exchange copies of those documents that they anticipate will be used as exhibits and a list of names of persons they anticipate will be called as witnesses at the hearing.

12. Enforcement Of Agreement: This agreement may be enforced in accordance with the provisions of the California Code of Civil Procedure section 1280, et seq. If any provision of this Agreement is adjudged to be void or otherwise unenforceable, in whole or in part, that adjudication shall not affect the validity of the remainder of the Agreement.

13. Consideration: Each party enters into this Agreement in consideration of the other party's promise to arbitrate any dispute subject to this Agreement.

14. Not a Contract of Continued Employment: Neither the dispute resolution policies of Employer nor this Arbitration Agreement shall be construed to create any contract of continued employment and the in no way alter the at-will nature of the employment relationship, permitting either Employer or you to discontinue your employment at any time, with or without cause or advance notice.

15. Modifications: This Agreement survives the termination of employment, and may be modified only by a writing signed by you and the Bishop of Sacramento. This Agreement may not be modified by oral or implied agreements, understandings or arrangements. No employee or agent of Employer is authorized to make any agreement, understanding, or arrangement to the contrary.

**BY EXECUTING THIS AGREEMENT YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND UNDERSTAND ITS TERMS, THAT YOU HAVE HAD AMPLE OPPORTUNITY TO CONSULT WITH AN ATTORNEY OR OTHER ADVISOR BEFORE SIGNING THIS AGREEMENT, THAT YOU HAVE TAKEN THAT OPPORTUNITY TO THE EXTENT YOU WISH TO DO SO, AND THAT IN SIGNING THIS AGREEMENT YOU ARE NOT RELYING ON ANY PROMISES OR REPRESENTATIONS NOT SET FORTH IN THIS AGREEMENT. YOU UNDERSTAND THAT IN THIS AGREEMENT THE PARTIES KNOWINGLY AGREE TO SUBSTITUTE ARBITRATION FOR COURT OR JURY TRIAL AS A MEANS OF RESOLVING THEIR LEGAL DISPUTES.**

---

Employee's Signature

---

Date

---

Print employee's name

---

Employee's work location (parish/school and city, e.g. St. Joseph's, Sacramento)

---

Pastor / Principal / H.R. Dir. / Chancellor /  
Superintendent of Catholic Schools

---

Date



