

***CATHOLIC DIOCESE OF LANSING***

***EMPLOYEE HANDBOOK***

***Governing employment with the Diocese or  
with parishes, schools, and agencies of the Diocese***

***This is a handbook of policies for all employees of the parishes, schools, and agencies of the Catholic Diocese of Lansing, except those agencies that are separate corporations. The employment policies in this handbook supersede all previous employment policies, and will not be negated by any other Diocesan policy issued before this date.***

***Revisions approved by Bishop Earl Boyea, effective July 1, 2009.***

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*The Diocese of Lansing preaches the Gospel of Jesus Christ for the salvation of souls. Employees of the parishes, schools, and agencies of the Diocese should pray daily for persons in our Diocese. Grateful for the opportunity to serve, employees should demonstrate intelligence, energy, courage, judgment, and charity in all dealings with fellow employees, and with those whom the employer serves.*

## **I. OVERVIEW**

### **A. Employment Policies**

The policies in this handbook, as well as other policies subsequently issued from time to time by the Bishop, govern employment with the Catholic Diocese of Lansing, and with any of its parishes, schools, or agencies. However, this employee handbook is not a contract of employment. Likewise, no part of the Diocese of Lansing’s policy manual or educational policy manual is a contract of employment.

The policies in this handbook apply to all lay employees of the Catholic Diocese of Lansing and to all lay employees of its parishes, schools, and other agencies of the Catholic Diocese of Lansing, except those that are separate corporations. All these entities are collectively referred to within these policies as the “employer”. In the phrase “parish, school, and agency,” or any similar phrase (singular or plural, conjunctive or disjunctive), the word “agency” encompasses the Diocese itself, as well as its unincorporated offices, charities, cemeteries, and every other unincorporated organization or entity that is part of the Catholic Diocese of Lansing. In the phrase “pastor, pastoral coordinator, principal, or agency director (as the case may be)”, or any similar phrase, the words “agency director” refer to the highest authority within that particular agency, regardless of the title held by that person.

Clerics and religious, as well as lay persons holding certain ecclesial positions, have rights, responsibilities, and remedies under Canon Law. This handbook does not enlarge or restrict those rights, responsibilities, or remedies, and does not cause those rights, responsibilities, or remedies to be enforceable in civil law.

As an integral part of these policies, the employer retains the right to exercise all administrative and managerial functions related to the operation of the employer. No person, in any capacity whatsoever, is authorized to alter the policies in this handbook, except in writing in an individual case and with the

written authorization of the Bishop.

The employer acknowledges that some individual employees have received a separate, written employment contract entered into between the employee and the employer. Others are included within collective bargaining agreements. Such employment contracts are to be read in conjunction with the policies in this handbook. If there is a conflict between language in this handbook and language in an employment contract or collective bargaining agreement, the language of the employment contract or collective bargaining agreement controls.

**B. Ministry**

The employer is a religious institution, and its efforts are directed toward the salvation of souls. The Gospel is to be always and everywhere proclaimed and lived. While employees are asked to serve in a variety of roles, each employee's duties and responsibilities are primarily religious. That is, by direct action or by indirect example, each employee is involved in spreading the faith and other key works of the Church. Each employee's position is vital to the spiritual and pastoral mission of the Church, and is inherently religious.

**C. Catholic Fidelity**

In both personal and professional life, an employee must exemplify the moral teachings of the Catholic Church. The employee must not teach, advocate, model, or in any way encourage beliefs or behaviors that are contrary to the teachings of the Catholic Church.

**D. Employment Relationship**

The employment relationship is terminable at the will of either the employer or the employee. This means that, just as any employee may terminate his or her employment with the employer at any time, for any reason or for no reason, so may the employer terminate an employee at any time, for any reason or for no reason. This employment relationship may not be modified by oral statements of supervisors and can be modified only by a written instrument signed by the Bishop.

**E. Equal Opportunity**

The employer is fully committed to a policy of equal opportunity in its employment practices. Its personnel decisions will be made without illegal discrimination on the basis of age, sex, religion, familial or marital status, race, disability unrelated to the ability to do the job, national origin, color, height, weight, or status in any group protected by state or federal law.

Because of the nature of the employer and its mission, the employer may give priority in hiring and other personnel decisions to Catholics who are in good standing with the Catholic Church.

Reasonable accommodation will be made for a disability. A person requiring reasonable accommodation for a disability must notify, in writing, the pastor, pastoral coordinator, principal, or agency director (as the case may be) within 182 days after the need for the accommodation becomes or should have become known.

**F. Respect and Safety**

An employee must treat with respect, courtesy, and charity each person who comes to a parish, school, or agency for any reason.

An employee should be especially mindful of safety in dealing with young people. Except for recreational or charitable activities that have a degree of physical risk, and that are described in a properly executed consent form, an employee may not, by action or inaction, allow young people to be endangered.

An employee who serves the young needs to exercise sound judgment at all times. For obvious reasons, an employee must be particularly sensitive to any actual or perceived risk of sexual impropriety. An employee's physical contact with a young person must always be limited, appropriate, and public. Sleeping arrangements on overnight trips must exclude adults sleeping in the same room as young people (except that a parent may share a room with the parent's child, and two or more adults may share a large sleeping area such as a dormitory or gymnasium with young people of the same sex).

**G. Confidentiality**

An employee might learn or receive confidential information. During and

after employment, confidential information may not be shared with non-employees except as provided by law or court order, and may be shared with other employees only on the basis of a need to know.

As mandated by statute (MCL 445.81, *et seq.*), an employee must protect the confidentiality of Social Security numbers to the extent practicable, and must avoid unlawful disclosure of those numbers. An employee may not have access to another person's Social Security number unless access is necessary to conduct the business of the employer, including background checks and payroll functions. Unless authorized by law, an employee may not display, or require the display of, more than four sequential digits of a Social Security number. Unless authorized by law, an employee may not mail or transmit electronically, or require the mailing or electronic transmission of, more than four sequential digits of a Social Security number ("mailing" includes the use of any delivery service that does not require the signature of recipient indicating actual receipt). A document that contains a Social Security number can be disposed only by a method that ensures the privacy and confidentiality of the Social Security number; examples would include shredding or burning the entire document, or removal or obliteration of the Social Security number. Employees should understand that significant civil and criminal penalties are imposed by law for violation of the statute. Likewise, the employer is obliged by law to state that discipline, including dismissal, may result from violation of this policy.

Pastoral counselors and spiritual directors should maintain a log that reflects names, dates, and times for sessions held, but should otherwise maintain no records of their conversations. Thus, they should not audio- or videotape sessions.

## **H. Professionalism**

An employee should not undertake work for which he or she is not qualified. An employee must demonstrate high standards of professionalism, must follow the policies of the Catholic Diocese of Lansing and the employer, and must follow "best practices" in the employee's field as described from time to time by diocesan personnel or by professional organizations that honor sound moral principles. An employee must comply with applicable law, including, without limitation, statutory reporting requirements and legal protections for intellectual property.

## **I. Boundaries**

An employee must maintain appropriate relationship boundaries with fellow employees and with persons whom the employer serves. To that end, an employee should avoid work-related meetings at times or places or in circumstances that could create an ambiguity as to the nature of the relationship.

Sexual harassment, sexual abuse, and improper sexual contact is absolutely forbidden in any parish or school or agency. For a host of reasons, principally the Christian obligation of faithfulness within marriage and celibacy outside marriage, an employee must have no sexual or intimate physical contact with a parishioner, student, client, or other person whom the employee serves or works with in the course of employment.

**J. Reporting Misconduct**

An employee must comply with any law that requires that misconduct be reported to civil authorities. Additionally, physical, sexual, or financial misconduct must be promptly reported to the appropriate representative of the employer. If an employee is uncertain to whom such a report should be given, the employee should contact the Moderator of the Curia, (517) 342-2450, or the Chancellor, (517) 342-2454, of the Diocese of Lansing.

**K. E-mail and Other Electronic Communication**

All electronic and telephonic communications systems and all communications transmitted by, received from, or stored in these systems are the property of the employer. As such, these systems are to be used solely for job-related purposes as identified and described in the policy on electronic communication distributed separately to employees. Employees are otherwise permitted to use the technical resources of the employer for occasional, nonwork purposes. Any personal use must be kept to a minimum and may only be conducted during nonwork time.

An employee has no right of privacy as to any information or file maintained in or on the property of the employer or transmitted or stored through any Diocesan computer, voice-mail, e-mail, or telephone systems. Improper use of e-mail or similar communication systems (*e.g.*, spreading offensive jokes or remarks) will not be tolerated.

To ensure that the use of electronic and telephonic communication systems and business equipment is consistent with the employer's legitimate business

interests, the employer may monitor the use of such equipment at any time for any reason or no reason. This may include examining stored e-mail messages and listening to stored voice-mail messages.

**L. Weapons and Contraband**

On property owned by the employer or while conducting the business of the employer, no employee may possess (a) a firearm, (b) a knife other than a kitchen knife or cutting instrument for imminent proper use in the course of business, (c) a controlled substance other than a prescribed medication, or (d) alcohol other than for Mass, or a suitably licenced social activity, or proper personal use by an adult over the age of 21 in a residence owned by the employer.

**M. Intellectual Property**

Intellectual property that relates to an employee's job and that is generated by the employee in the course of work is the sole property of the Catholic Diocese of Lansing. Such intellectual property includes ideas, concepts, improvements, trade secrets, discoveries, inventions, and material that is subject to the copyright laws. Any writings, drawings, charts, files, models, or other record of such intellectual property, whether kept on paper, electronically, or in any other medium, is the sole property of the employer. While it is likely that the Catholic Diocese of Lansing would grant a request to use its intellectual property for non-commercial purposes related to the spread of the Gospel, such permission may be granted only in writing by the Bishop, or by the pastor, pastoral coordinator, principal, or agency director (as the case may be).

**N. Smoking**

Smoking is not permitted inside any building of the employer, except that an adult living in a residence owned by the Catholic Diocese of Lansing can smoke within that residence if lawful and if approved by the pastor or the person with supervision of the residence.

**O. Policies Established Locally**

Some employment policies are set locally by parishes, schools, and agencies. The pastor, pastoral coordinator, principal, or agency director (as the case may be) shall determine (a) whether to provide dental insurance through a program

administered by the Michigan Catholic Conference; (b) the premium contributions that the employer will make toward medical-hospital insurance and, if it is provided, dental insurance; (c) hours of operation; (d) work schedules for full- and part-time employees; (e) leave policies, including time for vacation, personal and family illness, and personal business (leave policies for school teachers, however, are set forth in this handbook); (f) the method of documenting hours actually worked, (g) whether to grant longevity pay and, if so, the formula for such payments; (h) holidays when the parish, school, or agency will be closed; (i) whether the payment to an employee who has medical-hospital insurance from another source and who does not receive medical-hospital insurance as a benefit from the employer will be \$1,000, or instead will be \$2,000; (j) whether medical-hospital insurance as a benefit from the employer is unavailable to an employee who has access to medical-hospital insurance from another source, (k) whether an employee will receive any benefits beyond those mandated by this handbook; (l) procedures and rules for reimbursement of travel expenses, including prior approval, and (m) other matters not regulated by this handbook.

## **II. EMPLOYMENT REQUIREMENTS AND PROCEDURES**

### **A. Offer of Employment**

An offer of employment should be in writing. It may be extended by the Bishop or by a pastor, pastoral coordinator, principal, or agency director (as the case may be). The offer of employment should include the job description, the date upon which employment begins, the starting salary, and any special conditions relating to the position, including, if appropriate, the date upon which employment ends.

### **B. Background Checks and Employment References**

Before an employee is hired, a criminal background check that includes fingerprinting will be conducted. For the purpose of this section II.B., the word “employee” includes coaches, lunchroom and playground supervisors, substitute teachers, and other persons who are paid to provide instruction or assistance of any kind to children, without regard to whether such a person qualifies as an “employee” for other purposes.

An employee may be conditionally hired if (a) materials for a criminal background check have been submitted, but the report is not yet available, and (b) the employee signs a statement identifying all prior convictions and

agreeing that the employer can terminate the employment relationship immediately if the statement is contradicted by the report.

An employee who is arrested or charged with a crime must report that information to the employer.

A person who has been convicted of a “listed offense” under MCL 28.722(e) may not be employed by a school or serve as a volunteer at a school.

Before a volunteer who regularly will have four or more monthly hours of contact with minors begins to serve, a criminal background check will be conducted. The criminal background check on such a volunteer will include fingerprinting unless the volunteer has resided continuously in the state of Michigan for the preceding ten years. A volunteer may be conditionally engaged if materials for a criminal background check have been submitted, but the results are not yet available.

The employer reserves the right to conduct an initial or an updated criminal background check on any employee or volunteer at any time for any reason or for no reason, in the sole discretion of the employer.

An employee must participate in any educational programs mandated by the Diocese of Lansing for the protection of children.

### **C. Acknowledgment and Agreement**

No person can be employed unless that person has signed the “Acknowledgment and Arbitration Agreement” that is found on the final two pages of this handbook. The requirements of this paragraph do not apply to full-time teachers or other employees whose employment is governed by a separate, written employment contract or by a collective bargaining agreement.

### **D. Post-Offer Physical Examination**

After an offer of employment has been made, the employer may require a physical examination (by a physician or clinic of the employer’s choice), with employment conditioned on the results. The exam shall focus solely on the applicant’s ability to perform the job, with or without reasonable accommodation, as delineated in the job description. The cost of any such examination will be borne by the employer.

**E. Relatives of Employees**

The employment of relatives of present employees is permissible, if one related employee is not the direct supervisor of the other. If an employee becomes related to a direct supervisor, the employee with the lower level of responsibility will be transferred to another suitable position or will be asked to resign.

**F. Employment Eligibility Verification**

After the hiring decision has been made, proof of United States citizenship or the right to remain in the country must be established. Therefore, an employee's eligibility for employment must be verified according to the Immigration Reform and Control Act of 1986 (the "I-9 Form"). In addition, a New Hire Reporting Form must be completed under the laws of the State of Michigan. The appropriate forms must be completed and placed in the employee's personnel file.

**G. Orientation and Training**

Each new employee is subject to an initial training period of at least three calendar months. This permits the employer to evaluate the employee's performance and it also provides an opportunity for both the employer and the employee to assess whether the position is appropriate for the employee's professional interests and skills.

**H. Personnel Records**

A personnel record is maintained for each employee. An employee may review the employee's own personnel file during regular business hours, after making a reasonable and timely request.

All personnel records are confidential and available only to the employee and appropriate supervisory personnel. No information is released without proper authorization and notification to the employee.

An employee must promptly notify the pastor, pastoral coordinator, principal, or agency director (as the case may be) of any change in address, telephone number, marital status, or number of dependents.

**I. Evaluation**

Pastors, principals, and agency directors (as the case may be) should promptly communicate to an employee any concerns regarding the employee's job performance. Excellent performance should likewise be noted. These matters often can be discussed orally, but significant matters should be placed in writing. This communication process can, but need not, include formal written evaluations on a periodic basis. All written comments and evaluations must be retained in the personnel record. When given an unfavorable evaluation, the employee may respond in writing, and the response must also be kept in the personnel record.

### **III. EMPLOYMENT STATUS AND BENEFITS**

#### **A. Employment Status**

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

1. Exempt Employees — Supervisors, administrators, and professionals are exempt under the FLSA and, therefore, do not receive overtime pay. To be exempt, an employee's work must be executive, professional, or administrative in nature, requiring the regular exercise of discretion, independent judgment, and the employee must be paid on a salary basis. To be paid on a salary basis means that, except as provided by law, an exempt employee receives a fixed amount without regard to variations in the quality or quantity of work performed.
2. Non-Exempt Employees — Employees who perform work other than executive, professional, or administrative work as defined by the FLSA must receive compensation for overtime at a rate of time and one-half as legally required.

#### **B. Types of Positions**

Each employee's position will be designated according to the following criteria:

1. Full-Time — An employee who is scheduled to work full-time on a continuous basis will be compensated on a salaried or hourly basis and will receive full benefits. "Full-time" means 37½ or 40 hours per week unless a parish, school, or other agency has continuously maintained another established custom that was in effect on January 1, 2005 (the

date when the initial version of this handbook took effect). For a teacher or school administrator, “full-time” refers to the normal full day of instruction throughout the school year, along with other periods of presence required by the contract. To determine whether a person employed by more than one parish, school, or agency is full-time, one must consider the total number of hours worked weekly.

2. Part-Time 1 — An employee who is scheduled to work 20 or more hours per week, but less than full-time, on a continuous basis may be compensated on a salaried or on an hourly basis. Such an employee will receive benefits, except that (a) leave time and (b) the employer’s portion of the premium for medical-hospital insurance and, if provided, dental insurance will be prorated according to the number of regularly scheduled hours. To determine whether a person employed by more than one parish, school, or agency is “part-time 1,” must consider the total number of hours worked weekly.
3. Part-Time 2 — An employee who is scheduled to work less than 20 hours per week on a continuous basis may be compensated on a salaried or on an hourly basis and will receive no benefits other than those that are required by federal or state statute.
4. Temporary — An employee who is hired into one of the above categories, but for a limited and specified period of time not to exceed six months, is a temporary employee who does not satisfy the “on a continuous basis” requirement of the preceding three paragraphs.

### **C. Benefits**

An employee who categorized as “Full-Time” or “Part-Time 1” will receive life insurance, and short- and long-term disability insurance, at no cost to the employee, through programs administered by the Michigan Catholic Conference. The employer will make the contributions to the Michigan Catholic Conference retirement system on behalf of such an employee. Such an employee also will receive medical-hospital insurance for the employee, spouse, and children (at least through the age of majority), at a cost to the employee not exceeding 25% of the premium, through a program administered by the Michigan Catholic Conference. Such an employee may receive other benefits established locally by the parish, school, or other agency. The cost of benefits for an employee who attains full-time or “part time 1” status by working at more than one parish, school, or agency is allocated

proportionately to the hours worked at the parishes, schools, or agencies.

An employee who is categorized as “Full-Time” or “Part-Time 1” must accept medical-hospital insurance unless the employee has medical-hospital insurance from another source. If the employee does have medical-hospital insurance from another source and does not receive medical-hospital insurance from the employer (either by election or by operation of a policy of the parish, school, or agency), the employee will receive \$1,000 or \$2,000 per year (that sum will be paid through payroll in equal installments during the year). The decision whether to pay \$1,000, or instead to pay \$2,000, is made by the pastor, pastoral coordinator, principal, or agency director (as the case may be). The same sum (either \$1,000 or \$2,000) will be paid to each employee of the parish, school, or agency who declines medical-hospital insurance from the employer (*i.e.*, the parish, school or agency cannot pay \$1,000 to some employees and \$2,000 to others).

Worker’s disability compensation benefits and unemployment compensation benefits are paid in accordance with Michigan law.

Where two spouses are employed by different parishes, schools, or agencies, and medical-hospital insurance will be provided by one employer, the other will provide the \$1,000 or \$2,000 payment in lieu of insurance. The total expense in this situation (the insurance premium plus the payment in lieu of insurance) will be evenly divided between the two parishes, schools, or agencies. If one or both of the parishes, schools, or agencies requires its employee to contribute toward the expense of the premium, that contribution will be against the portion of the premium (not the divided payment in lieu of insurance) that the parish, school, or agency bears. Where spouses are covered in this fashion, with one parish, school, or agency providing coverage and the other providing the payment in lieu of insurance, the insurance is normally provided through the parish, school, or agency that employs the more senior employee. If one parish, school, or agency offers dental coverage and the other does not, the expense of the dental coverage (reduced by the employee’s required contribution, if any, toward the expense of the premium) is borne by the parish, school, or agency that offers the dental coverage. If both parishes, schools, or agencies offer dental coverage, the third sentence of this paragraph applies (remembering that the parenthetical in the third sentence is inapplicable in the case of dental coverage).

**D. Premium Contributions**

With respect to the premium contributions that the employer will make toward medical-hospital insurance and, if it is provided, dental insurance, the employer's contribution will be not less than 75% for full-time employees. For Part Time 1 employees, the contribution will be not less than a figure determined by reducing 75% proportionately to reflect the extent to which the employee works less than full-time. (Thus, where the standard work week for full-time employees is 40 hours, the employer must contribute at least 35.50% for an employee who works 20 hours per week; at least 46.88% for an employee who works 25 hours; at least 56.25% for an employee who works 30 hours; at least 65.63% for an employee who works 35 hours; and at least 75.00% for an employee who works 40 hours per week.)

**E. Inadvertent / Improper Pay Deductions**

If an exempt employee believes that he or she has had improper deductions from salary, the employee should immediately bring the matter to the attention of the pastor, pastoral coordinator, principal, or agency director (as the case may be) for proper resolution. The employer is committed to proper administration of all aspects of wage and hour law and, through this policy, makes its commitment to good faith compliance with the salary-basis test for exempt employees

**F. Travel Expenses**

An employee will be reimbursed for actual and reasonable out-of-pocket expenses while traveling to conduct the business of the employer. The reimbursement will be for meals, lodging, and transportation. The employer will pay mileage at the standard IRS rate if the employee's personal vehicle is used. Procedures and rules for reimbursement, including prior approval, will be set by the employer.

**IV. EMPLOYMENT RESPONSIBILITIES AND ATTENDANCE**

**A. Time Records**

All non-exempt employees (whether compensated hourly by or salary) must fill out and sign the appropriate time sheets or time cards for submission to the respective payroll office.

**B. Overtime**

A non-exempt employee who works more than 40 hours in a week will be compensated at a rate of time and one-half for the overtime. An employee may not authorize or certify his or her own overtime. Overtime may be required by an employee's supervisor. All overtime pay must receive prior written authorization of the immediate supervisor.

**C. Attendance**

An employee is expected to be at work on time and to maintain a good attendance record. Tardiness and unexcused absences may result in disciplinary action if the circumstances warrant such action. For a non-exempt employee, an unexcused absence will ordinarily result in a loss of pay for the time involved.

When absent from work on a scheduled work day, an employee must provide notice of the reason for the absence. If the absence is to continue beyond the first day, the employee must notify the supervisor on a daily basis unless otherwise arranged. Absence for three consecutive work days without notifying the supervisor is considered a resignation.

**D. Leave Policies**

Policies regarding annual leave and sick leave will be established and equitably applied by the employer. However, leave time for school teachers is governed by the next paragraph.

A school teacher is credited with one day of sick leave for each month of service. Unused sick leave can be accumulated to a maximum balance of sixty days, and may be transported from one educational position within this Diocese to another. In addition to sick leave, a school teacher can use two days of leave during each school year for personal business. These personal-leave days do not accumulate from one school year to the next. A teacher is not paid for unused sick- or personal-leave days. School teachers who work less than full time are credited with sick- and personal-leave days at a proportionately reduced rate that reflects the number of regularly scheduled hours.

Sick leave is transferrable from one parish, school, or agency of this Diocese to another parish, school, or agency of this Diocese. However, for the first two years following the beginning of employment at that new position, the previous parish, school, or agency must reimburse the current parish, school,

or agency for certain expenses of paying for sick leave, as provided in the next two sentences. That is, if an employee or family member has an illness, the employee first uses leave time accumulated at the current parish, school, or agency. If the time is exhausted, the employee then uses the time transferred from the prior parish, school, or agency, up to the limit of the total time that was transferred.

**E. Snow / Weather Days**

The employer must maintain regular hours of operation to be responsive to the people served by the employer. During periods of extremely inclement weather, however, the workplace may be declared closed and leave will be granted with pay. If the workplace is not declared closed, an employee electing not to report to work is expected to notify the immediate supervisor and to use vacation or personal time on these occasions.

**F. Family**

Absences caused by family situations, including pregnancy, are subject to the normally applicable leave policies of the employer, except as required by law, including the Family and Medical Leave Act. Thus, for example, a person seeking leave due to pregnancy could, depending on the circumstances, use available paid leave time, short-term disability benefits, and unpaid leave under the Family and Medical Leave Act. However, an employee must exhaust available paid leave time before seeking an unpaid leave under the Family and Medical Leave Act.

**G. Jury Duty**

A full-time employee serving on jury duty is paid the regular salary, minus the compensation received from the court. A part-time employee serving on jury duty is paid the regular wage for the regularly scheduled hours of work that are missed as the result of jury duty, minus the compensation paid by the court for service during regularly scheduled hours of work.

**H. Bereavement**

Paid bereavement leave to a maximum of five days shall be granted for the death or funeral of a spouse, child, grandchild, sibling, parent, grandparent, parent-in-law, or child-in-law, or of another relative living in the employee's home. One day of paid leave will be granted to attend the funeral of a relative

not named in the preceding sentence.

**I. Military Leave**

When an employee who is a member of the National Guard or the Reserves is called to active duty, the employee will not be paid salary or benefits during the period of active duty. However, the employee will be granted all rights provided by law and will be permitted to resume the employee's former position upon conclusion of active duty.

**J. Unpaid Leave**

Except as provided by law (*e.g.*, the Family and Medical Leave Act), unpaid leaves of absence are granted or not granted, and if granted are governed by terms set, at the sole discretion of the employer. Except as provided by law, an employee on an unpaid leave of absence does not receive salary or hourly compensation, does not accumulate length of service, and does not receive benefits except that insurance coverages can be continued if the employee pays the full premium each month in advance. Except as provided by law, an unpaid leave of absence ordinarily should not exceed one month and must never exceed one year.

All absences must be charged to the appropriate form of leave. Only after appropriate paid leave has been used may unpaid leave be granted.

**K. Outside Employment and Activities**

Although the employer does not discourage outside employment and does encourage civic involvement, such activities could occasionally create a conflict of interest. With this in mind, an employee considering such an activity must consult with the pastor, pastoral coordinator, principal, or agency director (as the case may be) prior to making any significant commitments.

An employee retains the personal right to engage in political activity in the employee's private life. However, such political activity must be entirely separate from employment, and may not involve advocacy of beliefs or behaviors that are contrary to the teachings of the Catholic Church. Such political activity may not occur during the compensated portion of any work day, and may not involve the use of the employer's facilities, properties, or assets.

Political activity relating to an issue (not a candidate) is sometimes coordinated by the Catholic Diocese of Lansing and by the Michigan Catholic Conference. Such activity may occur in the manner explicitly approved by the Catholic Diocese of Lansing.

#### **L. Conflict of Interest**

In general, a conflict of interest exists if the employee has a personal stake in a work-related decision or undertaking, and a reasonable person would be concerned that the personal stake could sway the employee's view away from the best interests of the parish, school, or agency that employs the employee. It is not a conflict of interest for an employee to urge that scarce resources be allocated to the ministry or area in which the employee works.

A minor or questionable conflict can be resolved by the employee's disclosure to the pastor, pastoral coordinator, principal, or agency director (an example might be a parish deciding whether to hire a friend or protégé of the school principal). A more significant conflict can be resolved by excluding the employee from the decision or undertaking (an example might be the decision whether to pay a license fee to use a hymn written by a parish employee). Finally, some conflicts are so substantial that they must be avoided entirely (an example might be entering into a snow-removal contract with a company owned by the parish business manager).

### **V. HARASSMENT**

The purpose of this policy is to promote and insure a Christian professional and supportive work environment for all employees and volunteers that is free from physical, psychological, or verbal intimidation and harassment. The policy intends that each employee and volunteer maintain and further develop attitudes and behaviors that express respect for others reflective of each person's God-given dignity. It further intends to encourage a heightened sensitivity toward behaviors that others may find offensive and intimidating based on status in any group protected by state or federal law. Lastly, this policy provides sanctions against behaviors that others may find offensive or intimidating.

#### **A. Harassment**

The employer prohibits any form of unlawful harassment on the basis of age, sex, religion, familial or marital status, race, disability unrelated to the ability to do the job, national origin, color, height, weight, or status in any group

protected by state or federal law. A fundamental policy of the employer is that the workplace is for work. The goal of the employer is to provide a workplace free from tensions involving matters that do not relate to the work of the employer. In particular, an atmosphere of tension created by non-work related conduct, including racial, ethnic, or sexual remarks, animosity, or other such conduct, does not belong in the workplace.

Harassment can include, but is not limited to, improper physical contact, offensive comments, and display, transmission, or known possession of offensive material. It can involve words or actions by any member of our community, directed against any other member of our community (or, in some circumstances, our guests and visitors).

If a person believes himself or herself to have been subjected to harassment, the person should contact the pastor, pastoral coordinator, principal, or agency director (as the case may be) without delay. If a person believes himself or herself to have been subjected to harassment by the pastor, pastoral coordinator, principal, or agency director (as the case may be), the person should contact the Moderator of the Curia or the Chancellor for the Diocese of Lansing without delay. Harassment may be reported orally or in writing.

A report of harassment will be promptly and thoroughly investigated. The facts will determine the response of each allegation. Substantiated acts of harassment will result in appropriate disciplinary action up to and including termination or expulsion. All information regarding a specific incident will be kept confidential to the extent possible under law. Retaliation for a report of harassment likewise will result in appropriate disciplinary action up to and including termination or expulsion.

If a person who reports harassment or a person against whom such a report is made is dissatisfied with the outcome of the investigation, the person should contact the Moderator of the Curia or the Chancellor for the Diocese of Lansing. If a person is dissatisfied with the outcome of an investigation undertaken in the first instance by the Moderator of the Curia or by the Chancellor, the person should contact the Bishop in writing.

## **B. Sexual Harassment**

Sexual harassment is absolutely forbidden in any parish, school or agency. The Gospel of Jesus Christ, taught in all times and places by the Holy Catholic Church, includes a profound respect for, and charity toward, each individual

person. Sexual harassment is utterly at odds with the Gospel, and will not be tolerated.

Sexual harassment is exactly what the name implies — harassment of a sexual nature. It includes (1) unwelcome sexual advances; (2) requests for sexual acts or favors, with or without accompanying promises, threats, or reciprocal favors or actions; and (3) other verbal or physical conduct of a sexual nature when (3a) submission to such conduct is made either explicitly or implicitly a condition of a person's employment or education; (3b) submission to or rejection of such conduct is used as the basis for employment or educational decisions; (3c) such conduct has the purpose or effect of substantially interfering with a person's work or school performance; or (3d) such conduct has the purpose or effect of creating an intimidating, hostile, or offensive working or educational environment. Sexual harassment can include, but is not limited to, improper physical contact, lewd or sexually suggestive comments, off-color language, leering, jokes of a sexual nature, slurs, and display, transmission, or known possession of sexually explicit material. It can involve words or actions by any member of our community, directed against any other member of our community (or, in some circumstances, our guests and visitors).

If a person believes himself or herself to have been subjected to sexual harassment, the person should contact the pastor, pastoral coordinator, principal, or agency director (as the case may be) without delay. If a person believes himself or herself to have been subjected to sexual harassment by the pastor, pastoral coordinator, principal, or agency director (as the case may be), the person should contact the Moderator of the Curia or the Chancellor for the Diocese of Lansing without delay. Sexual harassment may be reported orally or in writing.

A report of sexual harassment will be promptly and thoroughly investigated. The facts will determine the response of each allegation. Substantiated acts of sexual harassment will result in appropriate disciplinary action up to and including termination or expulsion. All information regarding a specific incident will be kept confidential to the extent possible under law. Retaliation for a report of sexual harassment likewise will result in appropriate disciplinary action up to and including termination or expulsion.

If a person who reports sexual harassment or a person against whom such a report is made is dissatisfied with the outcome of the investigation, the person should contact the Moderator of the Curia or the Chancellor for the Diocese

of Lansing. If a person is dissatisfied with the outcome of an investigation undertaken in the first instance by the Moderator of the Curia or by the Chancellor, the person should contact the Bishop in writing.

## **VI. CHANGES IN EMPLOYMENT STATUS**

### **A. Promotions and Transfers**

Promotions will be based on meritorious work in one's present position, as well as possession of the general qualifications and competence for the position under consideration. Promotions are effective when recommended in writing by the immediate supervisor and subsequently approved. (A copy of this recommendation will be placed in the employee's personnel file.)

From time to time, vacancies or new positions become available. To fill these positions with qualified individuals, the employer may, in its discretion, choose to post the position on bulletin boards and advertise it publicly. A current employee who is interested in a vacant position is welcome to apply for consideration and transfer. Prior service time with the employer and excellent work record are among the factors that could favor an employee over an outside applicant.

Although employees are hired into a particular office and position, occasionally the overall staffing needs of the employer require the transfer of an individual to another office or position. In such cases, and in consultation with the affected parties, transfers will be at the discretion of the employer.

### **B. Demotion**

Demotion is removal from a particular position to a position of lesser responsibility and pay. A demotion could occur as a result of a decision by either the employer or the employee, or it could be a mutual decision. The employer has the discretion to demote an employee at any time, for any reason or for no reason.

### **C. Disciplinary Procedures**

In order to properly manage its business affairs, the employer reserves the discretion to address unacceptable work behaviors and to provide a corrective process for employees who are experiencing a job performance problem or demonstrating behavior that is disruptive to the operations of the employer.

In some instances, the best system for correcting undesirable performance or conduct is progressive discipline. Therefore the employer may proceed through oral cautions, written reprimands, and possible suspension before termination. Such a process can give an employee both time and guidance in correcting a work-related performance issue. However, the employer retains full discretion to bypass some or all steps of progressive discipline.

Written discipline should state clearly the nature of the offense and the facts constituting the offense. The writing should state the date, time, and place of the offense. A copy of all written discipline must be provided to the employee and also placed in the employee's personnel file. For serious disciplinary concerns, a copy of the written discipline should be forwarded to the Chancellor of the Catholic Diocese of Lansing.

#### **D. Termination of Employment**

1. Resignations — An employee has resigned if he or she voluntarily chooses to leave employment. Absence for three consecutive work days without notifying the supervisor is also considered a resignation. In the case of a voluntary decision to leave employment, the employee is requested, as a matter of professional courtesy, to notify the supervisor of the intent to resign at least two weeks prior to actual resignation. Failure to provide proper notice of resignation will result in forfeiture of any unused vacation pay.
2. Retirement — An employee has retired if he or she leaves employment in accordance with an applicable retirement program. In situations where an employee is qualified for and is considering retirement, the employee should follow the same notification schedule as noted above in the discussion of resignations. In addition, the employee should contact the Michigan Catholic Conference to secure the necessary forms to apply for pension benefits.
3. Layoff — An employee is laid off if he or she is removed from a position due to operational considerations. A layoff can be temporary or permanent. If a layoff takes place, the employer in its sole discretion will determine who is to be laid off. In determining whom to lay off, the employer may, but need not, consider need for the position, job performance, qualifications, and service time with the employer. An employee who has been laid off with the intent that the layoff is temporary could be rehired when reorganization or expansion makes

hiring feasible.

4. Dismissal — An employee is dismissed if employment is terminated at the employer's discretion. The decision to dismiss an employee shall be made by the pastor, pastoral coordinator, principal, or agency director (as the case may be). Depending upon the circumstances, and in the sole discretion of the employer, appropriate notice and/or an appropriate severance package may be provided to the employee.
5. Basis of Dismissal — Employment with the employer is at-will. This means that, just as any employee may terminate his or her employment with the employer at any time, for any reason or for no reason, so may the employer terminate the employment of an employee at any time, for any reason or for no reason. However, as a practical matter, most dismissals are caused by the employee's performance problems or failure to meet behavioral expectations. The following is a list of examples of the kinds of behaviors that may result in immediate dismissal:
  - a. Failure to perform adequately in the job classification.
  - b. Malpractice, malfeasance, or unethical practice.
  - c. Theft, fraud, embezzlement, or dishonest record-keeping.
  - d. Lying to a supervisor.
  - e. Flagrant misconduct, including but not limited to insubordination, intimidation, harassment, reporting to work under the influence of alcohol or drugs, and the like.
  - f. Clear and present danger to the person or property of others.
  - g. Behavior or advocacy that is contrary to the teachings of the Catholic Church.
  - h. Breaches of confidentiality, including with regard to Social Security numbers.
  - i. Political activity that improperly entangles the employer or that improperly uses the employer's time, facilities, properties, or

assets.

- j. Conviction of a “listed offense” under MCL 28.722(e) or of an offense that is incompatible with continued employment.
  - k. Repeated failure to notify supervisor of absences.
  - l. Failure to abide by the employer’s policies and rules.
- 6. Termination Benefits — Upon termination, an employee is eligible for any salary earned but not yet received, and any vacation earned but not yet taken.
  - 7. A employee who has been laid off does not have an enforceable right to be recalled to the job at a later time, even if the original reason for the layoff has been resolved.
  - 8. Exit Interview — When an employee ceases to be employed by the employer, the employer may conduct an exit interview.

## **VII. SETTling DISPUTES AND GRIEVANCES**

Concern for the dignity of the person is inherent in the Church’s mission as a witness to the Gospel. Scripture teaches us to settle our disagreements within the Church community, taking care that our efforts are imbued with the spirit of love.

The employer uses several methods of settling disputes through due process. Depending on the circumstance, they may include internal review, Diocesan review, conciliation, and arbitration. It is hoped that nearly all disputes can be resolved through informal means. It is our belief that persons of good will committed to the Gospel spirit of reconciliation can usually resolve disputes through honest communication between the parties involved.

If the problem is not resolved through internal review, the next step is Diocesan review, which may include conciliation. Conciliation is more formal and time consuming. It also involves the input of a third party.

Further, in those rare instances where individuals are unwilling or unable to resolve disputes cooperatively, arbitration will be available. In arbitration, a neutral decision-maker will issue a binding decision in the context of a formal hearing on the merits of a grievance. While the employer prefers to resolve disputes amicably, arbitration

provides a fair, private, expedient, and relatively cost-effective method of resolving disputes as compared to litigation in state or federal courts.

The employee has the right to seek arbitration. However, the employee does not have an enforceable right to internal review, Diocesan review, or conciliation, each of which can be omitted or modified if, in the sole discretion of the employer or the Catholic Diocese of Lansing, circumstances warrant such omission or modification.

**A. Allowable and Unallowable Disputes**

Allowable disputes include claims by an employee that a person or administrative body exercising responsibility on behalf of the employer has violated an employment policy of the employer or has violated the employment laws of the state or federal governments.

Disputes over doctrinal matters, internal religious affairs, ecclesiastical matters, and church laws not related to the employment relationship are not subject to this dispute resolution process.

**B. Internal Review**

**Step 1.** An employee with an allowable dispute is to first bring the matter to the attention of his or her supervisor within 14 calendar days of the underlying occurrence. This step is understood as being oral and informal. The supervisor is required to address the issue as soon as reasonably possible and, if a response is not immediately given, shall inform the employee of when a response will be provided.

**Step 2.** If the employee is not satisfied with the supervisor's response or if the supervisor has not responded within the stated time frame, the employee may reduce the complaint to written form identifying the specific policy alleged to have been violated and provide the written complaint to the pastor, pastoral coordinator, principal, or agency director (as the case may be). That individual should respond in writing within 14 calendar days.

**C. Diocesan Review**

If the employee is not satisfied with the outcome of the internal review, the employee may forward a copy of the written complaint and the local unit's written response to the Moderator of the Curia, who will determine whether to set aside the decision made locally. The Moderator of the Curia may

delegate the matter to an appropriate Diocesan official. The Moderator of the Curia or his delegate will resolve the complaint within a reasonable period of time. The Moderator of the Curia or his delegate will uphold the decision of the pastor, pastoral coordinator, principal, or agency director (as the case may be) unless the decision violates law or policy, or unless the decision is clearly unreasonable.

Alternatively, the Moderator of the Curia may send the dispute to a conciliation process. Also, the employee may request conciliation at this stage, though such a request is not binding on the employer. Conciliation can occur only if both sides agree to the process, agree to the ground rules for conciliation, and agree regarding the identity of the conciliator. Ordinarily, the Moderator of the Curia or his delegate will propose one or more conciliators for the employee to consider. Only those matters that have been processed through the internal review process and that substantially affect a term or condition of employment will be subject to the process of conciliation. Conciliation will be informal and expeditious, and will occur in conformity with ground rules acceptable to the Diocese, the employer, the employee, and the conciliator.

#### **D. Arbitration**

Arbitration, whether occurring after internal review and conciliation or without recourse to those procedures, is the exclusive remedy for certain claims and controversies arising out of the employment relationship, as explained in the arbitration agreement that must be signed by an employee of a parish, school, or agency.

Arbitration is conducted under the employment dispute resolution rules of the American Arbitration Association. Only those claims that would otherwise be litigated in state or federal court and only those claims that are brought within 180 days of the event giving rise to the claim will be arbitrable. **An employee should be mindful that the 180-day limitation period is not tolled (not stopped or delayed) by recourse to any of the review procedures outlined above.**

Unless otherwise provided by law or by a mandatory rule of the American Arbitration Association, the cost of arbitration will be divided equally between the employee and the employer.

The arbitrator's decision shall be final and binding on the parties and shall be

entered as a judgment between the parties in the Thirtieth Judicial Circuit for the State of Michigan (Ingham Circuit Court).

## ACKNOWLEDGMENT and ARBITRATION AGREEMENT

This Acknowledgment and Arbitration Agreement is two pages long. My signature on the second page indicates that I understand and accept every statement on these two pages.

I acknowledge that I have received a copy of the “Catholic Diocese of Lansing Employee Handbook,” governing employment with the Diocese or with parishes, schools, and agencies of the Diocese. The Handbook outlines my privileges and benefits, as well as my responsibilities and obligations as an employee, and I understand that I am bound by these responsibilities and obligations.

In particular, I understand and agree with the following five items —

**1. My employment is “at will,” meaning that my employment can be terminated at any time, by me or my employer, for any reason or for no reason.**

**2. My employer is a Roman Catholic religious institution and the nature of my employment is ministerial.**

**3. In both personal and professional life, I must exemplify the moral teachings of the Catholic Church. I must not teach, advocate, model, or in any way encourage beliefs or behaviors that are contrary to the teachings of the Catholic Church.**

**4. The Catholic Diocese of Lansing, or the parish, school, or agency that employs me may, without notice or cause, conduct an initial or updated criminal background check on me at any time for any reason or no reason.**

**5. Arbitration is the exclusive remedy for employment disputes, as explained in the remaining paragraphs of this Acknowledgment and Arbitration Agreement. I understand that there is a 180-day time limit for requesting arbitration, after which my right to pursue a claim is lost.**

### *ARBITRATION*

Upon my signature on this Acknowledgment and Arbitration Agreement, the employer and I, in consideration of employment and for other valuable consideration, agree to arbitrate any employment disputes between us under the terms and conditions identified below.

Any claim or controversy arising out of my employment relationship with the employer (the Catholic Diocese of Lansing, or any of its parishes, schools, or other agencies), which would otherwise be litigated in state or federal court, shall be settled by binding arbitration under the Michigan Arbitration Act. MCL 600.5001, *et seq.* Arbitration shall represent the exclusive remedy with respect to any such claim, controversy or dispute.

Arbitration under this agreement will be governed under the employment dispute resolution rules of the American Arbitration Association in effect at the time the request for arbitration is made. The employer and I shall have an independent right to choose to be represented by a lawyer in arbitration. The employer and I shall have the ability to obtain reasonable discovery including the taking of depositions. The employer and I shall have the right to summon witnesses. The arbitrator shall have the power to issue subpoenas.

The arbitrator shall apply the substantive law of, and shall have the authority to issue any relief or remedy that may otherwise be granted in, a court of comparable jurisdiction. The employer and I understand and agree that by submitting to arbitration we are not foregoing substantive rights or remedies afforded by statute. Rather, we are merely submitting to resolution by arbitration in place of court adjudication.

The arbitrator's award shall be in writing and shall contain findings of fact and conclusions of law. Any resulting award shall be filed by the successful party with the clerk of the 30th Judicial Circuit Court for the State of Michigan and judgment shall be rendered upon the award by that Court. The arbitrator's award will also be subject to judicial review in accordance with Michigan law.

**A request for arbitration of a claim or controversy arising out of my employment relationship with the Catholic Diocese of Lansing or any of its parishes, schools, or agencies, which would otherwise be litigated in state or federal court, must be filed within 180 days from the date of the incident giving rise to any claim. Failure to make such a request within the 180-day period waives the right to arbitration, which, as explained above, is the exclusive remedy for such a claim or controversy.**

Unless otherwise provided by law or by a mandatory rule of the American Arbitration Association, the cost of arbitration will be divided equally between the employer and me.

This agreement supersedes any prior or contemporaneous oral or written understanding on the subject. I am not relying on any representations, oral or written, regarding the effect, enforceability or meaning of this agreement, except as specifically set forth in this agreement. If any provision of this agreement is determined to be void or otherwise unenforceable, in whole or in part, the remainder of the agreement shall remain in full force and effect. This agreement shall be governed by Michigan law.

I acknowledge that I am an employee at-will and that nothing in this arbitration contract creates an express or implied employment contract or affects my at-will employment status.

\_\_\_\_\_  
Printed name of Employee

\_\_\_\_\_  
Name of parish, school, or agency

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date