



## ***CATHOLIC DIOCESE OF LANSING***

### ***EMPLOYEE HANDBOOK***

Governing employment within the units of the Diocese which include the diocesan central offices, the foundation, the retreat center, the cemeteries, and parishes and schools.

*This is a handbook of policies for all employees of the Diocese of Lansing units which includes the diocesan central offices, the foundation, the retreat center, the cemeteries, as well as all parishes and schools of the Catholic Diocese of Lansing. Catholic Charities agencies in the Diocese are subject to their own policies. The employment policies in this handbook present diocesan norms that supersede all those in any previous employee handbooks, and will not be negated by any other diocesan policy issued before this date. Future updates will be posted online at <https://www.dioceseoflansing.org/human-resources>*

***Revisions approved by Bishop Earl Boyea, effective July 1, 2019.***

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*The Diocese of Lansing gives glory to God, and preaches the Gospel of Jesus Christ for the salvation of souls. Employees of the Diocese should pray daily for persons in our Diocese. Grateful for the opportunity to serve, employees demonstrate intelligence, collegiality, patience, courage, prudence, and charity in all dealings with fellow employees, and with those whom the Church serves.*

## I. FUNDAMENTALS

### A. Employment Policies

The policies in this handbook, as well as other policies subsequently issued in writing from time to time by the Bishop, govern employment with the Catholic Diocese of Lansing, and with all of its entities including parishes and schools. However, this employee handbook is not a contract of employment, although both employer and the employee are bound by the limitation period set forth in paragraph I.F. 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 employees of the entities of the Catholic Diocese of Lansing and to all employees of its parishes and, schools. All those entities are collectively referred to within these policies as the employer.

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 Catholic Diocese of Lansing reserves the right and the discretion to amend or delete benefits, compensation, or policies, except for the 180-day limitation period explained in paragraph I.F. Any such change is prospectively effective from the date the change is made unless the announcement of the change states a later date.

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 a collective bargaining agreement. Such contracts and agreements 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.

This handbook is issued so that employees can understand the policies of the employer. It does not create any third-party beneficiary rights.

Diocesan entities including a parish or school may adopt supplemental policies as indicated in some of the later provisions of this handbook. If any entity adopts their own supplemental policies, they must be written and employees of the entity must sign and date an acknowledgement of receipt.

## B. Ministry

The employer is a religious institution, and its efforts are directed toward the glory of God and the salvation of souls. Employees of the Diocese of Lansing, whether in direct ministry or not, are commissioned to live and proclaim the Gospel always and everywhere. While employees are asked to serve in a variety of roles, each employee's duties and responsibilities are primarily religious. That is, by word and deed, 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.

Employees should continue to grow in their Faith, through adult education, continuing formation, daily Mass and retreats when possible, and other prayerful means. This component of the spiritual life may or may not receive financial support from the employer, but the employer should encourage continuing growth in the Faith, and may expect it from employees.

Within the structure of federal and state law, the employer will deem as "ministerial" any employee whose duties are, to any significant degree, liturgical, evangelical, or educational, or pertain to the corporal works of mercy.

## C. Catholic Fidelity

In both personal and professional life, employees are committed to growing in virtue and holiness and must exemplify the moral teachings of the Catholic Church. Employees must not teach, advocate, model, or in any way encourage beliefs or behaviors that are contrary to the dogmatic or moral teachings of the Catholic Church, which can be found in the Catechism of the Catholic Church. Questions regarding Catholic teachings should be directed to the Chancellor of the Diocese of Lansing.

## D. Employment Relationship

The lay employment relationship is “at will”, and 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 a lay employee at any time, for any reason or for no reason. This employment relationship may not be modified by oral statements of others 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 (40 or older), sex (includes pregnancy, childbirth, or a medical condition related to either), religion, citizenship status, marital status, race, disability unrelated to the ability to do the essential functions of the job, national origin, color, height, weight, or genetic background.

Because of the nature of the employer and its mission, the employer may give priority in hiring and other personnel decisions to practicing 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 within 182 days after the need for the accommodation becomes or should have become known.

## F. Limitation Period

An employee is obliged to bring any demand, claim, or suit within the **shorter** of the following two deadlines: (1) the applicable statute of limitations, or (2) 180 calendar days after the occurrence of the event precipitating the demand, claim, or suit. Any time limit to the contrary, including any longer time limit, is waived. This paragraph is an **absolute bar** to demands, claims or suits asserted after the shorter of the two deadlines stated in the first sentence of this paragraph.

## II. CONDUCT IN THE WORKPLACE

### A. Harassment

The Diocese of Lansing prohibits harassment of any kind, including sexual harassment, and will take appropriate and immediate action in response to complaints or knowledge of violations of this policy. For purposes of this policy, harassment is any verbal or physical conduct designed to threaten, intimidate or coerce an employee, co-worker or any person working for a unit in the Diocese of Lansing. Verbal taunting (including racial



and ethnic slurs) that, in the employee's opinion, impairs his or her ability to perform his or her job is included in the definition of harassment.

The following examples of harassment are intended to be guidelines and are not exclusive when determining whether there has been a violation of this policy:

- Verbal harassment includes comments that are offensive or unwelcome regarding a person's nationality, origin, race, color, religion, sex, age, body, disability or appearance, including epithets, slurs and negative stereotyping.
- Nonverbal harassment includes distribution, display or discussion of any written or graphic material that ridicules, denigrates, insults, belittles or shows hostility, aversion or disrespect toward an individual or group because of national origin, race, color, religion, age, sex, pregnancy, appearance, disability, marital or other protected status.

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

## B. Sexual Harassment

The objective of the Diocese of Lansing in implementing and enforcing this policy is to define workplace sexual harassment, prohibit it in all forms, carry out appropriate disciplinary measures in the case of violations, and provide procedures for lodging complaints about conduct that violates this policy and investigating sexual harassment claims.

This policy applies to all religious and lay employees of all entities of the Diocese of Lansing including parishes and schools. All workers, including clergy, supervisors, and managers, will be subject to discipline, up to and including discharge or removal from ministry, for any act of sexual harassment they commit.

"Sexual harassment" is unwelcome conduct of a sexual nature that is sufficiently persistent or offensive to unreasonably interfere with an employee's job performance or create an intimidating, hostile or offensive working environment. Sexual harassment is further defined by the Equal Employment Opportunity Commission Guidelines as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when, for example: a) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, b) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or c) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Under Title VII of the Civil Rights Act of 1964, there are two types of sexual harassment: a) quid pro quo and 2) hostile work environment. Sexual harassment can be physical and psychological in nature. An aggregation of a series of incidents can constitute sexual harassment even if one of the incidents considered on its own would not be harassing. Employees are prohibited from harassing other employees whether or not the incidents of harassment occur on employer premises and whether or not the incidents occur during working hours.

Though sexual harassment encompasses a wide range of conduct, some examples of specifically prohibited conduct include the following:

- Physical assaults of a sexual nature, such as rape, sexual battery, molestation or attempts to commit these assaults, and intentional physical conduct that is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another employee's body or poking another employee's body.
- Unwelcome sexual advances, propositions or other sexual comments, such as sexually oriented gestures, noises, remarks, jokes or comments about a person's sexuality or sexual experience.
- Preferential treatment or promises of preferential treatment to an employee for submitting to sexual conduct, including soliciting or attempting to solicit any employee to engage in sexual activity for compensation or reward.
- Subjecting, or threats of subjecting, an employee to unwelcome sexual attention or conduct or intentionally making performance of the employee's job more difficult because of that employee's sex.
- Sexual or discriminatory displays or publications anywhere in the workplace by the employees.
- Sexually charged conversations or discussions.
- Retaliation for sexual harassment complaints.

### **Responding to Conduct in Violation of Harassment Policies**

If an employee believes that he or she has been subject to or witnessed harassment, or any unwelcome sexual attention, he or she may address the situation directly and immediately to the harasser, if possible. If the inappropriate conduct does not cease, or if the employee is unable to or uncomfortable with addressing the alleged harasser directly, he or she should report the incident to his or her own supervisor or manager, or to the human resource (HR) director. It is helpful, but not required, to provide a written record of the date, time and nature of the incident(s) and the names of any witnesses.

It is important to report any and all concerns of harassment or sexual harassment or inappropriate sexual conduct to the HR director or a supervisor/manager as soon as possible. Management must be made aware of the situation so that it can conduct an immediate and impartial investigation and take appropriate action to remediate or prevent the prohibited conduct from continuing.

Pastors, managers, and supervisors must deal expeditiously and fairly with allegations of harassment within their departments/units whether or not there has been a written or formal complaint. They must:

- Take all complaints or concerns of alleged or possible harassment or discrimination seriously no matter how minor or who is involved.
- Ensure that harassment or inappropriate sexually oriented conduct is immediately reported to the diocesan HR Director so that a prompt investigation can occur.
- Take any appropriate action to prevent retaliation or prohibited conduct from recurring during and after any investigations or complaints. Retaliation against any individual for making a legitimate complaint of harassment, opposing harassment, or for cooperating in a harassment investigation shall not be permitted.

Pastors, managers, and supervisors who knowingly allow or tolerate harassment or sexual harassment or retaliation, including the failure to immediately report such misconduct to HR, are in violation of this policy and subject to discipline.

The HR Director is responsible for:

1. Ensuring that both the individual filing the complaint (hereafter referred to as the "complainant") and the accused individual (hereafter referred to as the "respondent") are aware of the seriousness of a harassment complaint. No attempts to dissuade the complainant from proceeding will be taken.
2. Explaining the Diocese of Lansing's harassment policies and investigation procedures to the complainant and the respondent.
3. Exploring informal means of resolving harassment complaints.
4. Notifying the police if criminal activities are alleged.
5. Arranging for an investigation of the alleged harassment and the preparation of a written report.
6. Submitting a written report summarizing the results of the investigation and making recommendations to designated officials.
7. Notifying the complainant and the respondent of the corrective actions to be taken, if any, and administering those actions.

### **Complaint Resolution Procedures**

Individuals should report complaints of conduct believed to violate the Diocese of Lansing's harassment policy according to the following complaint procedures. To initiate a formal investigation into an alleged violation of this policy, employees may be asked to provide a written statement about the alleged misconduct to the HR director. Complaints should be submitted as soon as possible after an incident has occurred. The HR director may assist the complainant in completing the statement.

To ensure the prompt and thorough investigation of a harassment complaint, the complainant should provide as much of the following information as is possible:

1. The name, department/unit and position of the person or persons allegedly causing the harassment.
2. A description of the incident(s), including the date(s), location(s) and the presence of any witnesses.
3. The effect of the incident(s) on the complainant's ability to perform his or her job, or on other terms or conditions of his or her employment.
4. The names of other individuals who might have been subject to the same or similar harassment.
5. What, if any, steps the complainant has taken to try to stop the harassment.
6. Any other information the complainant believes to be relevant to the harassment complaint.

## **Discipline**

Employees and clergy who violate this policy are subject to appropriate discipline. If an investigation results in a finding that this policy has been violated, the employee or clergy will be subject to discipline up to and including termination of employment or removal from ministry. Persons who engage in harassment or sexual harassment may also be subject to civil damages and criminal penalties.

If the complainant is dissatisfied with the outcome of the investigation, he or she may contact the Chancellor of the Diocese of Lansing at 517-342-2440.

## **Confidentiality**

All inquiries, complaints and investigations are treated confidentially. Information is revealed strictly on a need-to-know basis. Information contained in a formal complaint is kept as confidential as possible. However, the identity of the complainant is usually revealed to the respondent and witnesses. The HR director takes adequate steps to ensure that the complainant is protected from retaliation or adverse action during the period of the investigation and thereafter. All information pertaining to a harassment or sexual harassment complaint or investigation is maintained by the HR director in secure files. The HR director can answer any questions relating to the procedures for handling information related to harassment complaints and investigations to complainants and respondents.

The procedures available under this policy do not preempt or supersede any legal procedures or remedies otherwise available to a victim of harassment under local, state or federal law.

This policy will be administered through the Diocese of Lansing's HR Director, or Legal Counsel.

## **C. Boundaries**

Clergy, employees, and volunteers must maintain appropriate relationship boundaries with fellow coworkers, children/youth, and with persons whom the employer serves. To that end, clergy, employees, and volunteers should avoid work-related meetings at times or places or in circumstances that could create an ambiguity as to the nature of the relationship. Meetings should be scheduled during regular office hours and in an office fitted with a window.

Clergy and others in leadership roles, by the nature of their position, have authority or power over others. When a person in a position of power interacts with a person subject to that power or position, the person with the power must recognize, honor, and support the boundaries of the other person. Abuse committed by clergy or others in ministry roles is always abuse of the authority given to them by the Church. It is also a serious betrayal of the trust invested in them by those who need their leadership, pastoral care, and spiritual direction.

Clergy, employees, and volunteers should be especially mindful of safety in dealing with young people or any vulnerable person.

Clergy, employees, and volunteers who serve the young and vulnerable need to exercise sound judgment at all times. For obvious reasons, they must be particularly sensitive to any actual or perceived risk of sexual impropriety. Physical contact with any 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).

Adults may not be in electronic communication (Ex: email or text message) with youth unless the parents have authorized the communication in writing or are included in the emails and text messages.

#### D. 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. Employers must not retain copies of social security cards. 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.

#### E. 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 should 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.

## F. Crisis Intervention

To protect the safety and welfare of employees and of our whole community, each employee is asked to be watchful of any potential for violence. If an employee is concerned that a fellow employee or any other person in the work environment is exhibiting demeanor or behavior that suggests a risk of violence, the employee should immediately report the situation to the pastor, principal, or director. If the pastor, principal, or director is the person about whom the employee is concerned, the employee should report the situation to the Chancellor of the Diocese of Lansing. (517) 342-2454. A situation of current danger should be reported immediately to the police or other public safety officials.

Unless disclosure is required by law, the employer will protect the identity of an employee making such a report.

## G. 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 Chancellor of the Diocese of Lansing. (517) 342-2454.

## H. Reporting Workplace Injuries

An employee who is injured at work or who witnesses the injury of another person in the workplace is required to report the injury immediately to the parish, school, agency, or diocesan office. Administrative staff (i.e. human resources director, business manager, parish secretary, etc.) must document the details of the injury. An injury to an employee must be documented on the Worker Compensation Form and submitted to Gallagher Bassett immediately. An injury to a non-employee must be documented on the Non-Employee Injury/Illness report form and submitted to Gallagher Bassett.

## I. E-mail, Social Media and Technology

All electronic and telephonic communications systems and any information, communication, or file transmitted by, received from, or stored in the employer's equipment are the property of the employer. This includes telephone, voice-mail, e-mail, text message (SMS), Facebook, Twitter, and any and every past, present, or future form of electronic media. Employees are permitted to use the technical resources of the employer for occasional, reasonable, non-work purposes. An employee's access to the internet is determined by his or her pastor, pastoral coordinator, principal, or director.

An employee has no right of privacy as to any information, communication, or file transmitted by, received from, or stored in the employer's equipment. This includes employer owned telephone, cell phone, voice-mail, e-mail, text message (SMS), Facebook, Twitter, and any and every past, present, or future form of electronic media.

Improper use of any communication systems will not be tolerated. Improper use includes downloading or sending material that is unlawful, threatening, harassing, defamatory, offensive, or sexually explicit. Improper use also includes any use that violates any law or contract that protects intellectual property or proprietary rights in software. Employees may not use technology in a way that is likely to put the network at risk of viruses. The system may not be used in a way that causes congestion and slows down the system. Examples of this include sending excessive emails, sending large files, or streaming video or audio data via the internet or via local wi-fi.

A person who is communicating on behalf of the diocesan unit, parish, or school should communicate in a professional manner and provide accurate contact information. Employees may not establish a social media webpage for their ministry without the approval of his or her pastor, pastoral coordinator, or principal.

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 regularly monitor the use of its equipment at any time for any reason or no reason. This monitoring may include a review of all computer activity, an examination of current or stored messages on telephone, voice-mail, e-mail, text message (SMS), Facebook, Twitter, and any and every past, present, or future form of electronic media.

#### J. Weapons, Drug, and Alcohol Use

While conducting the business of the employer, no employee may possess: (a) a firearm, even with a concealed weapons permit; (b) a knife other than a kitchen knife or cutting instrument for imminent proper use in the course of business; (c) a controlled substance, including marijuana; or (d) alcohol other than for Mass, or for an approved social activity sponsored by the parish or school.

Employees and volunteers may not perform any task under the influence of drugs (including marijuana) or alcohol when doing so would constitute negligence or professional malpractice, or would adversely affect the employee's ability to perform the essential functions of the employee's job. Employees and volunteers may not possess, smoke, or ingest marijuana on the grounds of a school or parish in the Diocese of Lansing. Marijuana continues to be a federally regulated controlled substance.

#### K. 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 patent, copyright, trademark, trade-secret, and similar laws and legal principles. Any writings, drawings, charts, files, models, or other record of such intellectual property, whether kept on paper, electronically, or in any other past, present, or future 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.

#### L. Smoking and use of Nicotine Products

Smoking and/or the use of nicotine products, including electronic cigarettes or vaporizers, 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 tobacco/nicotine products within that residence if lawful and if approved by the pastor or the person with supervision of the residence.

#### M. Outside Speakers

Only the Bishop may invite a major or keynote speaker to speak at a diocesan event. Pastors, pastoral coordinators, or principals may schedule speakers at their local events, however if a priest or deacon from outside the diocese will speak at your event, the diocese must receive a letter of suitability. If you invite a lay person or member of a religious community from outside the diocese to speak, you must also gain a letter of suitability from the speaker's superior or ordinary.

#### N. 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 administrator, director, pastor, or principal 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 the Michigan Catholic Conference. Such activity may occur in the manner explicitly approved by the Catholic Diocese of Lansing.

#### O. 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 or principal (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 a parish entering into a snow-removal contract with a company owned by the parish business manager).

### III. EMPLOYMENT REQUIREMENTS AND PROCEDURES

#### A. Offer of Employment

An offer of employment should be in writing. It may be extended by the Bishop or his delegate, or by a pastor, pastoral coordinator, or principal. 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

A background check is conducted on each employee, and is conducted on each volunteer who will regularly have unsupervised contact with minors or access to money. The employer reserves the right to conduct an initial or updated background check on any employee or volunteer at any time for any reason or for no reason, in the sole discretion of the employer. For the purpose of this paragraph, 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.

The background check is made after an offer of employment, or the offer to engage a volunteer, is made. Thus the initial offer is contingent on the results of the background check.

A criminal background check includes a national criminal database search for parish employees and fingerprinting for all school employees. A background check may also include, as the employer deems appropriate and as the position requires, verification of education, professional licensure, and other credentials; employment history; personal and professional references; driving record; criminal history; child abuse and neglect records; credit report; and any other lawful method of inquiry.

An employee or volunteer 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(k) may not be employed by a school or serve as a volunteer at a school.

An employee or volunteer 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” that is found at the end of this handbook. This paragraph does not apply to employees whose employment is governed 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 eligibility to work in the United States must be established. Therefore, an employee’s eligibility for employment must be verified according to the Immigration Reform and Control Act of 1986 (the I9 Form). The appropriate forms must be completed and placed in the employee’s personnel file within three days of employment.

### G. Orientation and Training

Each new employee is subject to an initial training period of at least three calendar months. The training will focus on the duties to be performed and, for ministerial employees, on the ministerial nature of the employment. The training 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, and, as appropriate to the position, commitment to ministry.

### H. Personnel Records

A personnel record is maintained for each employee. It is confidential as, and to the extent, provided by law. An employee may review the employee’s own personnel file during regular business hours, after making a reasonable and timely request.

An employee must promptly notify the employer of any change in address, telephone number, marital status, or number of dependents.

## I. Evaluation

Pastors and principals 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 evaluations must be retained in the personnel record. Regardless of the evaluation result, the employee may respond in writing, and the response must also be kept in the personnel record.

## IV. 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 — Those who meet the FLSA duties tests of executive, administrator, and professional are exempted from receiving overtime pay. Exempt employees must be paid a minimum salary as required by the FLSA before the position is eligible for exemption from overtime. 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 quantity of work performed.
2. Non-Exempt Employees — Employees who perform work other than exempt work as defined by the FLSA must receive compensation for overtime (over 40 hours in a work-week) at a rate of time and one-half as legally required.
3. Ministerial Exception — Positions that have duties that are primarily ministerial are excepted from the FLSA and the positions are not subject to the minimum salary or overtime pay requirements. The positions must have responsibilities/functions that advance the Catholic religious mission of the employer. The positions are required to be Catholic. The person in the position must be primarily doing at least one of the following: teaching the faith, spreading the faith, church governance, supervision of a religious order, or leadership and participation in liturgy, prayer, or worship. The positions must require an educational background in ministry and/or prior experiences that are ministerial in nature.

### 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. Full-time employment means at least 30 hours per week. 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.
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 depending on the nature of the work and minimum FLSA salary requirements.
3. Part-Time 2: An employee who is scheduled to work less than 20 hours per week on a continuous basis.
4. Temporary or Seasonal: An employee who is hired into one of the above categories, but for a limited and specified period of time not to exceed 26 weeks, is a temporary employee who does not satisfy the “on a continuous basis” requirement of the preceding three paragraphs.

### C. Overtime

A non-exempt employee who works more than 40 hours in a seven day, 24 hour per day work week must be compensated at a rate of time and one-half for the overtime for those hours actively worked (sick, vacation, and holiday time are not counted as actively worked hours). An employee may not pre-authorize or certify his or her own overtime. Overtime may be required by an employee’s supervisor.

### D. Benefits

The employer reserves the right to add, discontinue and change benefits at any time, with or without notice. In addition, programs administered by the Michigan Catholic Conference may be prospectively amended at any time by the Michigan Catholic Conference. Any discrepancies between explanations of benefits in the handbook and the applicable plan document will be governed by the plan document.

Employees who are eligible for benefits must enroll **within the first thirty days** of employment and must notify their employer and the MCC **within thirty days of a qualifying life event** that would require a change to benefits. (Ex: change in marital status, change in the number of dependents, change in spouse employment status.)

An employee working at a single unit who is categorized as full-time or part-time 1 (scheduled to work 20 or more hours per week) is eligible to receive life insurance, and short- and long-term disability insurance, at no cost to the employee, through programs administered by the Michigan Catholic Conference. An employee who is categorized as full-time or part-time 1 is eligible for the Lay Employee Retirement Plan. The employer will make the contributions to the Michigan Catholic Conference retirement system on behalf of such an employee.

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

## E. Medical Insurance and Dental Insurance

An employee of a single unit who is categorized as full-time or part-time 1 (scheduled to work 20 or more hours per week) is eligible to receive medical insurance for the employee and dependents in the household through a program administered by the Michigan Catholic Conference. The premium share cost to the full-time employee for health insurance must not exceed 25% of the premium for the employee and his or her eligible tax exemptions (spouse) or eligible children up to age 26. The employee will pay 100% of the premium for anyone eligible to be covered on the plan who does not meet these requirements. All insured employees at a unit working 30 hours or more per week will pay the same percentage share of the premium. Employees who work 20 – 29 hours per week are eligible for health insurance, however the unit may charge the employee up to 100% of the premium cost of the insurance.

The employer may choose to offer dental insurance to its eligible full-time and part-time 1 employees and their eligible dependents through a program administered by the Michigan Catholic Conference. All insured employees working 30 hours or more per week will pay the same percentage share of the premium, set by the employer, which may be up to 100% of the cost of the dental insurance.

The employer may choose to offer, to all its employees who are categorized as full-time or part-time 1 (scheduled to work 20 or more hours per week) **and** can show proof of coverage by a medical insurance plan from a source other than the employer, payment in lieu of insurance (an Employer Compensation Account). The employer must pay the same amount to all employees who choose to opt out of the employer provided health insurance with proof of other medical insurance. The employee must provide the employer with proof annually that they are covered by another insurance plan before the cash in lieu payment can be administered. The amount is paid through payroll, with the usual deductions and in equal installments through the year.

Coverage for a new employee who enrolls in medical insurance will be effective on the first day of the next month after the new employee begins employment. Coverage for an employee who enrolls or changes coverage during the annual period of open enrollment will be effective on January 1 of the year following the period of open enrollment. An employee who needs to change coverage as the result of a qualifying life event must notify the MCC and the employer's payroll administrator within **thirty days** of the qualifying life event.

Where two spouses are employed by the same or different MCC participating parishes, schools, or other entities, and medical insurance (and / or dental insurance) will be provided by one employer, the total expense will be evenly divided between the two entities. If one or both of the entities requires its employees to contribute toward the expense of the premium, that contribution will be against the portion of the premium that the entity bears. **Payment in lieu of insurance (an "Employer Compensation Account") is not available in the situation described in this paragraph.**

## F. Flexible Spending Accounts

An employer offers to all its employees who are categorized as full-time or part-time 1 the opportunity to participate in flexible spending account programs. These programs allow employees to use pretax income for medical costs not paid by medical insurance or for the costs of dependent child care. Employees may choose to enroll annually during the open enrollment period. These programs are subject to IRS rules, and it is the responsibility of the employee to determine whether enrollment would be beneficial.

## G. Inadvertent / Improper Pay Deductions

If an employee believes that he or she has had improper deductions from salary, the employee should immediately bring the matter to the attention of the employer 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.

## H. 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.

## I. Other Benefits

In addition to the benefits stated in this handbook, an employee may receive other benefits established in writing by the parish, school, or agency. Unless a parish or school has in place on the date this handbook is promulgated a policy regarding longevity pay, employees do not receive longevity pay.

## V. ATTENDANCE AND LEAVE

### A. Hours of Operation / Hours of Work

The employer determines the hours of operation for the parish or school or entity. The employer may determine that an employee's regular work schedule falls during a different set of hours.

### B. Holidays

The employer determines the holiday schedule for the parish or school or entity. The holiday policy must be documented. On those holidays, an employee who works at least 30 hours per week is paid holiday pay on scheduled days as though the employee worked the employee's customary hours.

### C. Annual Leave

*A parish or school may establish a written policy regarding annual leave that is different than what is stated in the following paragraphs. However, in the absence of such a local policy, the following applies to all employees except teachers.*

Annual leave is calculated and recorded on a fiscal-year basis. Annual leave is available to employees who are scheduled to work 30 or more hours per week.

An exempt employee may use up to twenty days of paid annual leave each fiscal year. A non-exempt employee may use up to five days of paid annual leave in the first year of employment, up to ten days in the second through the fifth year of employment, up to fifteen days in the sixth through the tenth year of employment, and up to twenty days in the eleventh and subsequent years of employment. An employee hired on a date other than the first day of the fiscal year receives a prorated share of the first year's annual leave. A person hired between the first day of the fiscal year and the first day of the seventh month of the fiscal year is deemed, for the purpose of calculating annual leave, to begin the second year of employment on the first day of the succeeding fiscal year. Up to two weeks of unused annual leave can be carried over into the succeeding fiscal year, but is lost if not used during that period. When a person's employment ends, the person will receive only the prorated portion of the unused annual leave for the fiscal year in which employment ends. A person hired from another parish, school, or agency of the Catholic Diocese of Lansing with less than a 30 day break in service will, for the purpose of calculating annual leave, be credited with seniority gained at that previous employment.

### D. Sick Leave

*A parish or school may establish a written policy regarding sick leave that is different than what is stated in the following paragraphs. However, in the absence of such a local policy, the following applies to all employees except teachers.*



Sick leave is calculated and recorded on a fiscal-year basis. A full-time employee is credited with thirteen days of paid sick leave on the first day of each fiscal year. Employees scheduled to work less than 30 hours per week are not eligible for paid sick leave. An employee hired on a date other than the first day of the fiscal year receives a prorated share of the first year's sick leave. Unused sick leave can be carried over from year to year, but only until forty days have been accumulated. **NOTE:** Grandfathered employees who currently have more than 40 days in their sick leave bank will be allowed to maintain them, however as they are used, the employee will not accumulate additional sick leave until the bank falls below the 40 day maximum. When a person's employment ends, the person is not paid for unused sick leave.

The employer, in its sole discretion, may require an employee to provide a physician's written confirmation of illness and release to return to work if the employee appears to have lengthy (more than four days), frequent, or recurring illnesses.

Paid time (sick or vacation up to the limits established by the employer) may be taken for the following physical or mental conditions: illness, injury, or other health condition; medical diagnosis, care, or treatment; or preventative care. Paid time may also be taken to care for the previously listed physical or mental conditions for a member of the employee's family. Member of the employee's family is defined as spouse, child, parent, in-law, or other close relative (including step-relatives) for whom the employee provides care. The paid leave may also be taken by the employee if he or she or a family member are the victim of domestic violence or sexual assault; to care for a child whose school or care facility has been closed by order of a public official; for closure of the employee's place of business by order of a public official; or due to exposure to communicable disease that could jeopardize the health of others. Other reasons include: relocation; to meet with an attorney; to participate in a lawsuit involving domestic violence or sexual assault; or to receive services from a victim services organization.

Sick leave is transferrable from one diocesan entity to another when an employee changes employment within the diocese.

#### E. Leave Policies for Teachers and School-Year Personnel

A full-time school teacher is credited with ten sick days per school year. Unused sick leave can be accumulated to a maximum balance of forty 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 school teacher is not paid for unused sick- or personal-leave days. A school teacher who works less than full-time is credited with sick-and personal-leave days at a proportionately reduced rate that reflects the number of regularly scheduled hours. In addition to teachers, this paragraph also applies to other school personnel who are off work during the summer and other times when the teachers are off work. **NOTE:** Grandfathered employees who currently have more than 40 days in their sick leave bank will be allowed to maintain them, however as they are used, the employee will not accumulate additional sick leave until the bank falls below the 40 day maximum.



## F. Time Records

All hourly employees must report and submit the hours worked and taken off in a pay period to the respective payroll office. Salaried employees must submit the hours they take off as paid time off. Employers are required to track and report used and unused paid time off balances for employees with each pay period.

## G. Attendance

All employees are 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, unless the employee uses paid leave time in accordance with an applicable policy of the employer.

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.

## H. Nursing Mother Breaks

For one year after the birth of a child, a nursing mother will be granted reasonable paid breaks, up to twenty minutes each, to express milk for her infant. The employer will provide a private and suitable location.

## I. Snow / Weather Days

The parish must maintain regular hours of operation to be responsive to the people they serve. During periods of extremely inclement weather, however, the workplace may be declared closed. 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. Contracted school employees are paid when the school is closed due to inclement weather, regardless of whether they report to work. Unless otherwise noted in a separate written parish or school policy, non-contracted hourly employees are not paid for the hours they do not work unless they elect to use paid time off.

## J. Family

Employees are welcome to bring their children to visit their worksite, provided that the visits are infrequent, brief, and planned in a fashion that limits disruption to the workplace. While children are in the workplace, they must be directly supervised by the host/parent at all times. If the frequency, length, or nature of visits becomes problematic, the employee will be advised of the situation and will be expected to take corrective action.

Employees are not permitted to bring ill children to work. Employees are provided paid time off benefits which should be used for personal reasons or to care for an ill child.

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 (FMLA). 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.

#### K. 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. No employee will be required by the employer to spend more than eight hours a day in combined work and jury duty.

#### L. Bereavement

Paid bereavement leave to a maximum of five days per incident shall be granted for the death and funeral of a spouse, child, step-child, grandchild, sibling, parent, step-parent, grandparent, parent-in-law, or child-in-law, or of another relative living in the employee's home. If the employee needs additional time off he or she may use paid leave time.

#### M. 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.

Under the Uniformed Services Employment and Reemployment Rights Act (USERRA), an employee who is absent from work for up to twenty-four months because of duties in the uniformed services may continue employer-provided medical insurance coverage at a charge of up to 102% of the full premium under the plan, unless the employee is absent from work for less than 31 days, in which case the employee will not be charged more than the employee's share of the cost of the coverage.

An employee who wishes to be reinstated after military duty must contact the employer within the time limits prescribed by USERRA in order to be eligible. An employee may be eligible for reinstatement rights for up to five years if the employee has been absent from employment on account of military duty in the "uniformed services" and timely applies for reinstatement.

## N. 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, and does not receive benefits except that insurance coverage 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 year. An employee seeking an unpaid leave should, absent exigent circumstances, ask at least thirty days in advance of the proposed leave.

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

## VI. FAMILY AND MEDICAL LEAVE ACT AND CHURCH-PROVIDED FAMILY AND MEDICAL LEAVE

In general, employees of the Diocese of Lansing are covered by the Family and Medical Leave Act (FMLA). The FMLA provides certain rights to an employee (1) who has been employed for at least twelve months and has worked at least 1,250 hours in the twelve-month period immediately preceding the commencement of the leave and (2) who has not used the full amount of leave allowed under the FMLA in the previous twelve months of employment. The FMLA excludes employers with less than 50 employees. Employees working for parishes or schools with fewer than 50 employees are, by diocesan policy, granted Church-Provided Family and Medical Leave similar in nature to the FMLA, as long as the employees meet the above stated requirements.

The process for granting and using Church-Provided Family and Medical Leave is the same process provided by the FMLA. The acronym FMLA is used to mean both the Family and Medical Leave Act and Church-Provided Family and Medical Leave as outlined in the following.

### A. Twelve Weeks of Leave Eligibility

Eligible employees may request up to twelve weeks of unpaid leave (1) for the birth or adoption of a child by the employee, (2) for the placement of a foster child with the employee, (3) for the physical or psychological care for a seriously ill parent, spouse, or child of the employee, (4) for the care of the employee's own serious physical or mental condition, or (5) to deal with any "qualifying exigency" related to a spouse, son, daughter, or parent being notified of an impending call or order to active military duty or who is already on active duty, or during the deployment of the service member with the Armed Forces to a foreign country.

These twelve weeks may be taken in a rolling twelve-month period measured backward from the date an employee uses an FMLA leave.

“Qualifying exigencies” may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings, plus activities that the employer agrees should be covered.

## B. Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee’s job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic health condition. Other conditions may meet the definition of continuing treatment.

A family member with a serious health condition is defined as a parent, child or spouse who has a physical or mental condition that warrants the employee’s participation during the period of medical treatment.

## C. Twenty-Six Weeks of Leave Eligibility (Military)

Eligible employees may request up to twenty-six weeks of unpaid leave in a rolling twelve-month period to care for a spouse, parent, son, daughter or next of kin who is a covered service member who has been injured or is recovering from an injury incurred while on active military duty; or who is a veteran undergoing medical treatment, recuperation, or therapy for a serious injury or illness that was incurred by or aggravated while on active duty in the Armed Forces, provided that the military service occurred within five years before the treatment, recuperation or therapy began.

“Next of Kin” is defined as the closest blood relative of the injured or recovering service member who is undergoing such medical treatment, recuperation or therapy as outlined in the FMLA.

“Covered Service Member” means a member of the Armed Forces who is (1) undergoing medical treatment, recuperation, or therapy, (2) on outpatient status, or (3) on the temporary-disability retired list for a serious injury or illness.

A “covered service member” for the purposes of seeking “caregiver” leave also includes a veteran suffering from a serious injury or illness incurred by or aggravated while on active duty in the Armed Forces, which service occurred no more than five years before the member began treatment, recuperation or therapy.

All FMLA leave taken in a rolling twelve-month period measured backward from the date an employee uses an FMLA leave will be counted toward the employee’s annual leave entitlement.

#### D. Intermittent Leave

Intermittent leave or reduced-schedule leave means leave taken in separate blocks of time due to a single illness or injury, and may only be taken for a serious health condition of an eligible employee, the employee's child, spouse, or parent, or because of the need for service member caregiver leave when medically necessary.

Intermittent leave may also be taken for “qualifying exigency leave, provided the employer is provided with such notice as is reasonable and practicable. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. When an employee takes intermittent or reduced work schedule leave for foreseeable planned medical treatment for the employee or a family member, the employer may temporarily transfer employees, during the period that the intermittent or reduced leave schedules are required, to alternative positions with equivalent pay and benefits for which the employees are qualified and which better accommodate recurring periods of leave.

#### E. Medical or Other Certification

A health-care provider's certification is required in cases of serious health conditions, whether the employee's or that of the employee's spouse, child, or parent. It is also required where the leave is for care of a covered service member or in cases of a qualified exigency as permitted by law. The employer also reserves the right to require, at its own cost, a second, or even third, medical opinion. Forms can be obtained from the Diocese.

If spouses are employed by the same employer, they can together take a combined total of twelve weeks FMLA leave (1) for the birth of the employee's son or daughter or to care for the child after birth, (2) for the placement of a son or daughter with the employee for adoption or foster care, or (3) to care for a sick parent. In the case of service-member caregiver leave, the spouses both employed by the employer may take together a combined total of twenty-six weeks of FMLA leave. However, to the extent the requested leave covers the birth, adoption or placement for foster care of a child, or care for a sick parent, that portion of both spouses' leave allotment may not exceed twelve weeks.

#### F. Compensation and Benefits

The FMLA leave of absence is an unpaid leave. However, the employer requires the employee to substitute accumulated, unused paid time off for any FMLA leave requested. By substituting leave, the employee continues to receive pay during the leave, but the unpaid FMLA leave available is reduced. Leaves taken in connection with a disability leave plan or workers' compensation injury or illness run concurrently with any FMLA leave entitlement.

During an approved unpaid Family Medical Leave, health benefits will be provided as though the employee had continued to work. If premium contributions are ordinarily required by the employer, the employee should arrange with the payroll office to submit timely monthly

payments for the employee's portion of the health insurance premiums. To the full extent allowed under the FMLA, the employer reserves the right to recover health insurance premiums from an employee who fails to return to work at the end of an FMLA-qualifying leave.

Benefits that operate on an accumulation basis (such as paid time off) on the basis of actual hours worked will not accumulate during an unpaid FMLA leave, nor will the employee be entitled to paid holidays and "miscellaneous absences" during the leave.

## G. FMLA Request

As soon as an employee knows of the need for an FMLA leave, the employee must submit to the employer a completed leave request form. When possible, thirty days' notice is required. In the event of any emergency, the request should be submitted to the employer not later than forty-eight hours following the commencement of the injury, illness, disability, or qualifying exigency. If the employee cannot personally contact the employer, the employee should have someone contact the employer on behalf of the employee. An employee must provide sufficient information for the employer to determine whether the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. An employee also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified.

The employer will inform an employee who requests leave whether the employee is eligible under the FMLA. If the employee is, the notice of eligibility will specify any additional information required, as well as the employee's rights and responsibilities. If the employee is not eligible, the employer will inform the employee, and provide a reason for the ineligibility. An employee will be informed if the leave will be designated as FMLA-protected leave and the amount of leave counted against the employee's leave entitlement, if possible based on the information provided.

During a leave the employee must keep the employer informed of the employee's status. The employee is required to report status, current location, intent to return, and expected date of return to the employer every thirty days unless there is a longer duration on the certification provided by the employer. The employer may require re-certification of a serious health condition.

## H. Return from Leave

At the end of an FMLA leave, an employee will usually be restored to the same position or to an equivalent position, with equivalent pay, benefits, and other employment terms and conditions. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible employee's FMLA leave. However, the returning employee is subject to the business circumstances or conditions (such as organizational restructuring) that would have applied to the employee if the employee had been working.

Under limited conditions, certain “key employees” (eligible employees who are among the highest paid ten percent of the employer’s employees employed within seventy-five miles of the worksite) may not be reinstated. Key employees will be provided appropriate notices of this status and reinstatement in accordance with the FMLA.

Failure to return to work on schedule will be considered a voluntary termination of employment, effective at the close of work on the second day after a failure to report for work. To protect the employee’s status with the employer, the employee should follow all procedures for reporting back to work after the FMLA leave of absence.

Upon returning to work after an FMLA leave of absence because of the employee’s own serious health condition, the employee must submit a physician’s certification that the employee is physically able to return to work. Failure to submit such documentation may delay or prevent return to work.

An employee on FMLA leave may not be employed by anyone other than the employer.

#### I. Special FMLA Rules for Teachers

Special FMLA rules apply to instructional employees only. "Instructional employees" are those whose principal function is to teach and instruct students. This term includes not only teachers, but also athletic coaches, driving instructors, and special education assistants such as signers for the hearing impaired. It does not include, and the special rules do not apply to, teacher assistants or aides who do not have as their principal job actual teaching or instructing, nor does it include auxiliary personnel such as counselors, psychologists, or curriculum specialists. It also does not include cafeteria workers, maintenance workers, or bus drivers.

1. Leave taken for a period that ends with the school year and begins the next semester is leave taken consecutively rather than intermittently. The period during the summer vacation when the employee would not have been required to report for duty is not counted against the employee's FMLA leave entitlement. An instructional employee who is on FMLA leave at the end of the school year must be provided with any benefits over the summer vacation that employees would normally receive if they had been working at the end of the school year.
  - a. If an eligible instructional employee needs intermittent leave or leave on a reduced leave schedule to care for a family member with a serious health condition, to care for a covered service member, or for the employee's own serious health condition, which is foreseeable based on planned medical treatment, and the employee would be on leave for more than twenty percent of the total number of working days over the period the leave would extend, the employer may require the employee to choose either to:
    - i. Take leave for a period or periods of a particular duration, not greater than the duration of the planned treatment; or
    - ii. Transfer temporarily to an available alternative position for which the employee is qualified, which has equivalent pay and benefits and which



better accommodates recurring periods of leave than does the employee's regular position.

- b. These rules apply only to a leave involving more than twenty percent of the working days during the period over which the leave extends. For example, if an instructional employee who normally works five days each week needs to take two days of FMLA leave per week over a period of several weeks, the special rules would apply. Employees taking leave which constitutes twenty percent or less of the working days during the leave period would not be subject to transfer to an alternative position. "Periods of a particular duration" means a block, or blocks, of time beginning no earlier than the first day for which leave is needed and ending no later than the last day on which leave is needed, and may include one uninterrupted period of leave.
2. If an instructional employee does not give required notice of foreseeable FMLA leave (*see* §825.302) to be taken intermittently or on a reduced leave schedule, the employer may require the employee to take leave of a particular duration, or to transfer temporarily to an alternative position. Alternatively, the employer may require the employee to delay the taking of leave until the notice provision is met.

There are also different rules for instructional employees who begin leave more than five weeks before the end of a term, less than five weeks before the end of a term, and less than three weeks before the end of a term. Regular FMLA rules apply except in circumstances when:

- a. An instructional employee begins leave more than five weeks before the end of a term. The employer may require the employee to continue taking leave until the end of the term if:
  - i. The leave will last at least three weeks, and
  - ii. The employee would return to work during the three-week period before the end of the term.
- b. The employee begins leave during the five-week period before the end of a term because of the birth of a son or daughter; the placement of a son or daughter for adoption or foster care; to care for a spouse, son, daughter, or parent with a serious health condition; or to care for a covered service member. The employer may require the employee to continue taking leave until the end of the term if:
  - i. The leave will last more than two weeks, and
  - ii. The employee would return to work during the two-week period before the end of the term.
- c. The employee begins leave during the three-week period before the end of a term because of the birth of a son or daughter; the placement of a son or daughter for adoption or foster care; to care for a spouse, son, daughter, or parent with a serious health condition; or to care for a covered service member. The employer may require the employee to continue taking leave until the end of the term if the leave will last more than five working days.



For purposes of these provisions, “academic term” means the school semester, which typically ends near the end of the calendar year and the end of spring each school year. In no case may a school have more than two academic terms or semesters each year for purposes of FMLA. An example of leave falling within these provisions would be where an employee plans two weeks of leave to care for a family member which will begin three weeks before the end of the term. In that situation, the employer could require the employee to stay out on leave until the end of the term.

If an employee chooses to take leave for “periods of a particular duration” in the case of intermittent or reduced schedule leave, the entire period of leave taken will count as FMLA leave. In the case of an employee who is required to take leave until the end of an academic term, only the period of leave until the employee is ready and able to return to work shall be charged against the employee's FMLA leave entitlement. The employer has the option not to require the employee to stay on leave until the end of the school term. Therefore, any additional leave required by the employer to the end of the school term is not counted as FMLA leave; however, the employer shall be required to maintain the employee's group health insurance and restore the employee to the same or equivalent job including other benefits at the conclusion of the leave.

The determination of how an employee is to be restored to “an equivalent position” upon return from FMLA leave will be made on the basis of established policies and practices.

## VII. CHANGES IN EMPLOYMENT STATUS

### A. Promotions and Transfers

Promotions are at the discretion of the employer, consistent with the at-will employment relationship, but generally 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 the new job description and change of pay, if applicable, will be given to the employee and a copy 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 internally or publicly or both. 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. A copy of the new job description and change of pay, if applicable, will be given to the employee and a copy will be placed in the employee's personnel file.

## 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 the full discretion inherent in the at-will employment relationship, which includes the right to bypass some or all steps of progressive discipline, or to substitute other responsive actions.

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.

## 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 notify the employer 90 days prior to the retirement. In addition, the employee should contact the Michigan Catholic Conference at 1-800-395-5565 at least 60 days prior the retirement to secure the necessary forms to apply for retirement plan benefits.
3. Elimination of Position — An employee's employment will cease if his or her position is eliminated. The decision to eliminate a position is within the sole discretion of the pastor, pastoral coordinator, principal, or administrator. 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.

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 administrator. 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, unprofessional conduct, or violation of the substance-abuse or prohibited-harassment policies.
  - 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 without limitation disclosure of Social Security numbers, or of confidential medical, psychological, counseling, educational, or criminal history record information.
  - 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 the Sex Offenders Registration Act, MCL 28.722(k), or of an offense that is incompatible with continued employment.
  - k. Repeated failure to notify supervisor of absences or abuse of policies regarding annual leave or sick leave.
  - l. Failure to abide by the employer’s policies and rules.
  - m. Bullying, taunting, stalking, or similarly harassing or demeaning a fellow employee or volunteer.
6. Termination of Benefits — Upon termination, an employee is eligible for any salary earned but not yet received, and any pro-rated paid time off earned but not yet taken. Sick time is not paid out upon termination or retirement.
7. Employees who are terminated from employment by the employer will be provided a minimum of the current month’s continuation of their current health insurance coverage.
8. No Right to Recall — An employee whose employment has been terminated does not have any right to be recalled to the job at a later time, even if the original reason for the termination has been resolved.

9. Exit Interview — When an employee ceases to be employed by the employer, the employer may conduct an exit interview.

## VIII. SETTLING DISPUTES AND GRIEVANCES

### A. Internal Review

When disputes occur, parish employees must treat all parties with dignity and respect and seek reconciliation and healing for those involved. In the spirit of the Gospel (Mt 18:15-18), employees should attempt to resolve disputes with one another through dialogue. If a dispute is not resolved, employees may seek the assistance of their supervisors. If the supervisor requires assistance in resolving the dispute, or if the dispute involves an employee and his or her supervisor, the parties may also seek the assistance of the Office of Human Resources, which may offer suggestions, provide counsel, and coordinate mediation discussions to help the parties resolve their employment concerns.

If the dispute involves the interpretation or implementation of a human resources policy/procedure, the employee may discuss the issue with a professional from the Office of Human Resources. The Diocesan Office of Human Resources will work with the employee, the supervisor, and the canonically appointed leader in an attempt to resolve the issue.

After completing the process outlined above, both Catholic and non-Catholic employees may seek recourse through canonical processes. Employees are required to complete all canonical recourses available prior to seeking remedies under civil law. The first step in canonical recourse is to request reconsideration of an employment related decision in writing to the Chancellor of the Diocese of Lansing. This request must be sent within fifteen business days of the precipitating event.

The Chancellor may delegate the matter to an appropriate Diocesan official. The Chancellor or his delegate will resolve the complaint within a reasonable period of time. The Chancellor or his delegate will uphold the decision of the pastor, principal, or agency director unless the decision violates law or policy, or unless the decision is clearly unreasonable.

### B. Limitation Period

An employee is obliged to bring **any** demand, claim, or suit within the **shorter** of the following two deadlines: (1) the applicable statute of limitations, or (2) 180 calendar days after the occurrence of the event precipitating the demand, claim, or suit. Any time limit to the contrary, including any longer time limit, is waived. This paragraph is an **absolute bar** to demands, claims or suits asserted after the shorter of the two deadlines stated in the first sentence of this paragraph.

## ACKNOWLEDGMENT

I acknowledge that I have received a copy of the 2019 “Catholic Diocese of Lansing Employee Handbook,” governing employment with diocesan entities including parishes and schools of the Diocese. The Handbook, which may be amended from time to time, 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.

I understand and agree with the provisions of the Handbook, which include, but are not limited to, the following six 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 will be considered to be 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. If I have questions regarding the dogmatic or moral teachings of the Church, I will contact the Chancellor of the Diocese of Lansing.**
- 4. The Catholic Diocese of Lansing, including the entities within it that employ me may, without notice or cause, conduct an initial or updated background check on me at any time for any reason or no reason.**
- 5. Any previously signed arbitration agreement, providing that arbitration is the exclusive remedy for employment disputes, is void.**
- 6. I understand that I must bring any demand, claim, or suit within the shorter of the following two deadlines: (1) the applicable statute of limitations, or (2) 180 calendar days after the occurrence of the event precipitating the demand, claim, or suit. Any time limit to the contrary, including any longer time limit, is waived.**

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Printed name of Employee

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Name of diocesan entity

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Signature of Employee

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Date