



CATHOLIC DIOCESE OF SPOKANE
LAY EMPLOYEE HANDBOOK

PERSONNEL POLICIES AND PROCEDURES

November 1, 2023



CATHOLIC DIOCESE OF SPOKANE

Office of the Bishop

Welcome to the Catholic Diocese of Spokane!

The Church's work is enriched significantly by men and women of faith employed in a variety of jobs to assist in fostering her mission. As you carry out your service in a parish, Catholic school, a ministry within the Diocese, or the Chancery, I want to provide you a positive workplace where you can serve others, grow professionally, and contribute to genuine human development.

In the Catholic tradition, work is more than making a living; it allows people to express themselves and contribute to the common good. The relationship between the Church as employer and you, her ministers as employees, is unique. I value and respect the great work you accomplish through your commitment and I welcome your initiative and creativity to improve our services. I am committed to providing a fair and just employment relationship, including resolving issues that might arise between you and your employer. I also recognize the need to be flexible in carrying out the Church's ministry, consistent with the realities of each situation. The employment environment of mutual respect and service is enhanced by knowing what you can expect from your employer and what your employer expects of you. These policies will help us work together to build up the kingdom of God and affirm the dignity of each employee as a uniquely gifted steward of God's grace who is called to shared ministry.

This common set of policies governs the canonically erected parishes and missions, our parish-established Catholic schools, the Chancery, and Bishop White Seminary. Other ministries have their own personnel policies. Clergy of the diocese are accountable to the Church's Code of Canon Law as well as diocesan policies and regulations.

This *Employee Handbook* ("Handbook") acquaints you with the policies, practices, benefits, and conditions of employment within the Diocese, consistent with our Catholic teaching and tradition. When circumstances warrant, I, as Bishop, can depart from these policies. Supervisors make decisions within these policies and Catholic Church teachings. Please contact your supervisor should you have questions about this *Handbook*.

I look forward to a mutually rewarding employment relationship with you.

In Christ,

Most Reverend Thomas A. Daly
Bishop of Spokane

TABLE OF CONTENTS

INTRODUCTION	4
SECTION ONE: EQUAL OPPORTUNITY STATEMENT	4
SECTION TWO: EMPLOYMENT	5
SECTION THREE: EMPLOYEE CLASSIFICATION	7
SECTION FOUR: WORK SCHEDULE	7
SECTION FIVE: BENEFITS	9
SECTION SIX: TIME AWAY FROM WORK	16
SECTION SEVEN: ETHICAL AND RESPONSIBLE CONDUCT	22
SECTION EIGHT: SAFE ENVIRONMENT FOR CHILDREN, YOUTH, AND VULNERABLE ADULTS	24
SECTION NINE: WORK ENVIRONMENT	25
SECTION TEN: TECHNOLOGY ACCEPTABLE USE	27
SECTION ELEVEN: FACILITY USE.....	30
SECTION TWELVE: HIRING PROCESS	31
SECTION THIRTEEN: PERSONNEL FILES	32
SECTION FOURTEEN: SUPERVISION	32
SECTION FIFTEEN: PERFORMANCE APPRAISAL	33
SECTION SIXTEEN: CONFLICT RESOLUTION AND GRIEVANCE ARBITRATION	34
SECTION SEVENTEEN: END OF EMPLOYMENT	37

APPENDICES

Appendix A: Lay Employee Handbook Receipt and Acknowledgment	39
Appendix B: Federal Family and Medical Leave Act (FMLA), Washington State Family Leave Act (FLA), and Washington Paid Family and Medical Leave (WPFML)	40
Appendix C: Washington Cares Fund.....	45
Appendix D: Arbitration Agreement	46
Appendix E: Drug- and Alcohol-Free Workplace	48
Appendix F: Hiring Process	50
Appendix G: Personnel File	51
Appendix H: Expense Reimbursement	52

HANDBOOK SECTIONS

INTRODUCTION

Employees in each parish, school, or ministry (“entity”) within the Catholic Diocese of Spokane (“Diocese”) are hired and supervised consistent with all civil and church laws for employment of Catholic Church personnel. This *Handbook* presents personnel policies, procedures, regulations, benefits, and conditions of employment in effect at publication. The Diocese may revise, modify, amend, add to, or rescind policies, procedures, benefits, or regulations at any time.

AT-WILL

All employees, except contracted staff (Catholic school administrators and teachers) are “at will.” This means that employment is a voluntary relationship between the entity and its employees that may end at any time by the employee or by the entity with or without reason, cause, advance notice, or warning. This *Handbook* does not alter the “at will” nature of this employment relationship. It does not create and is not intended to create a promise or representation of continued employment for a definite term. Only the Bishop (or his designee) may modify “at-will” employment as described in this *Handbook*; these agreements must be in writing.

This *Handbook* supersedes all previous handbooks and all documents governing lay personnel.

LOCAL SUPERVISION

Since employees work directly for their parish, school, or ministry, day-to-day decisions that affect their work, such as duties, schedules, supervision, policy interpretation, conflict resolution, and performance, are normally made by entity management. When circumstances warrant, managers seek guidance and direction from the next supervisory level (i.e. pastor, school principal, department head, diocesan leadership), and/or diocesan Human Resources.

The immediate supervisor is the best person to answer questions concerning an employee’s job or this *Handbook’s* policies. When appropriate, the employee is referred to the next supervisory level and/or diocesan Human Resources. Our complaint resolution and grievance arbitration process is designed to achieve positive and fair resolution of workplace conflicts and complaints.

SECTION ONE: EQUAL OPPORTUNITY STATEMENT

The Diocese promotes equal opportunity in all employment decisions and does not unlawfully or unjustly discriminate against any employee on the basis of **race, national origin, sex, disability, or medical condition, age, religion, veteran’s status, genetic information, marital status, or any other criteria protected by federal or state law**. The Diocese reserves the right to favor Catholic applicants and to consider Catholic teachings in employment decisions that impact the Church’s mission. This statement embodies a broad diversity vision reflected in statements from the United States Conference of Catholic Bishops: “We welcome qualified individuals with disabilities to professional service in the Church,” *Welcome and Justice for Persons with*

Disabilities, USCCB, Nov. 1998, and “the presence of brothers and sisters from different cultures should be celebrated as a gift to the Church...” Welcoming the Stranger Among Us: Unity in Diversity, USCCB, Nov. 2002.

SECTION TWO: EMPLOYMENT

EMPLOYMENT BY CONTRACT

Certified Catholic School principals, assistant principals, and teachers work under one-year contracts. The contract prevails if a conflict occurs between the contract and this *Handbook*. Employment contracts are signed only by the contracted employee, the employing entity, and the Office of Education.

EMPLOYMENT BY HIRE LETTER

Employees (except contracted principals, assistant principals, and teachers) should receive a Letter of Hire signed by both the entity and the employee that includes:

- A. Names of employee and employing entity
- B. Position title, job description, employee exempt/non-exempt and salaried/hourly classification
- C. Work hours
- D. Compensation
- E. Immediate supervisor’s name and job title
- F. “At will” notice
- G. Introductory period explanation
- H. Benefits package and website link to coverage and enrollment forms
- I. Parking policy and expense
- J. Information about diocesan New Employee Orientation (NEO) and on-the-job orientation
- K. Statement that employment is contingent upon successful background check
- L. Payroll forms: W-4, Direct Deposit Authorization
- M. I-9

New hires sign and return the Employee *Handbook* Receipt and Acknowledgement and Arbitration Agreement to recognize that the *Handbook* applies to them and they agree to use this *Handbook’s* conflict resolution and grievance arbitration processes for employment disputes.

The Letter of Hire is the official offer of a position. Hiring is complete when the employee signs and submits all new hire documents. Employees may begin working only after passing the background check.

INTRODUCTORY PERIOD

New non-contracted employees serve a sixty (60) day introductory period during which the supervisor works with them to provide support and to observe and evaluate performance, attendance, service-oriented attitude, and interest in one’s job. The introductory period is extended by the number of days an employee has excused absences from work.

The entity may extend the introductory period at its sole discretion to provide additional time to observe the employee's abilities and performance. At the end of the introductory period, supervisors should conduct a written 60-day check-in that states continued employment, introductory period extension, or end of employment.

Successfully completing the introductory period does not alter the "at-will" employment relationship.

EMPLOYMENT AT MORE THAN ONE ENTITY

Concurrent employment at more than one entity (e.g. a combination of parish, school, ministry, Chancery) should be coordinated by those entities to comply with respective policies and procedures. The employee should receive a common statement clarifying work responsibilities, supervision, compensation, work schedules, and benefits.

The Director of Catholic Schools approves concurrent employment involving schools. Both the employee and supervisor should notify each entity of the concurrent, dual, or multiple employment arrangement.

Employees may work outside the Diocese if this work does not interfere with an employee's ability to fulfill the entity's job requirements. Employees working at jobs in addition to the primary entity should inform their immediate supervisor and senior management (i.e. pastor, principal, administrator, or department head). Additional employment that creates a potential conflict of interest requires senior management's advance written approval.

REHIRE PROVISIONS

An employee whose employment with one entity ends, and who is rehired by the same or another entity within ninety (90) calendar days, retains the original employment anniversary date for benefits eligibility.

Employees rehired after more than ninety (90) calendar days have new anniversary and benefits eligibility dates.

All rehired non-contracted employees serve a new sixty (60) day introductory period.

BENEFITS TRANSFER

Benefits continue for employees who transfer to another benefits-eligible position within the Diocese. Benefit accrual rates continue based on the new work schedule.

Accrued, unused vacation benefits are paid to the employee by the original entity when the employee is transferred to the new entity, subject to Section Six provisions.

PERSONNEL RECORD INFORMATION CHANGES

Employees should promptly notify the immediate supervisor of changes in name, address, phone number, number of dependents, emergency contact, or other relevant information.

EMPLOYMENT OF RELATIVES

Employment of relatives in the same entity should be avoided due to potential supervision issues, conflicts of interest (or the appearance of), or employee morale. An employee may not be supervised by any relative.

Exceptions to this guideline are normally limited to positions for which no other qualified candidates are available.

Relatives include, but are not limited to blood and legal relations (e.g. spouses, children, grandchildren, siblings, parents, grandparents, in-laws, aunts, uncles, and step relations).

This policy also applies to employees where a personal relationship exists, that in the entity's sole discretion, may result in actual or perceived conflict of interest or nepotism.

SECTION THREE: EMPLOYEE CLASSIFICATION

EXEMPT/NON-EXEMPT AND SALARIED/HOURLY

Exempt employees: Executive, professional, or administrative decision-making positions, typically department heads, school administrators, teachers, Early Learning Center Directors, and Directors of Religious Education. Exempt employees are excluded from state and federal minimum wage and overtime laws.

Non-exempt employees: Support positions that typically perform non-supervisory work, including educare staff, grounds and maintenance, bookkeepers, and office assistants. Non-exempt employees receive Washington State minimum wage and 1 ½ times their hourly rate in overtime pay for work over forty (40) hours in a single workweek. Employees working for the same entity performing both exempt and not exempt work are paid overtime if 50% or more of their primary duties are non-exempt.

Employees working overtime must obtain prior supervisory approval.

Salary/hourly pay: Employees are paid on a salary or hourly basis. Hourly employees are paid for the number of hours they work; salaried employees are paid for the scope of responsibilities rather than each hour they work. Although hourly employees are typically non-exempt, and salaried employees are typically exempt, hourly/salaried status and exempt/non-exempt status are separate determinations.

SECTION FOUR: WORK SCHEDULE

STANDARD WORK WEEK AND WORK HOURS

The seven (7) consecutive 24-hour periods from Sunday 12:01 a.m. to Saturday at midnight is the standard work week. Thirty-five (35) hours per week is considered full-time employment. Each entity determines work schedules and hours and describes them in the employee's Letter of Hire, Contract, or separate document.

MEAL PERIODS

Non-exempt employees who work more than five (5) hours a day must take a thirty (30) minute work-free, unpaid meal period between 2-5 hours into their work shift.

Employees are relieved of their job responsibilities during meal periods.

Designated employees in limited situations may be required to work during meal periods only if job duties require it and the employee and the entity agree in writing. Working meal periods are paid as worked hours.

Meal periods may not be used to shorten the workday, work overtime, or be accumulated.

REST PERIODS

Employees receive fifteen-minute (15) rest periods that should be in the middle of each four-hour work period but no later than the end of the third hour of the shift. With supervisory approval, employees may be able to schedule rest periods at their discretion or to break up each fifteen minutes into smaller periods throughout the day.

Rest periods may not be used to shorten the workday, extend lunch periods, work overtime, or be accumulated.

ABSENTEEISM AND TARDINESS

Employees are expected to report on-time each day and work through their scheduled time.

Employees must notify their supervisor as far in advance as possible when they know they will be late or absent from work. When advance notice is not possible, employees should notify their supervisor as soon as practical. Employees who leave work early should also notify their supervisor and obtain permission as far in advance as possible.

When absent for more than three days due to illness or accident, the supervisor may request medical documentation and a release to return to work from a health care provider.

Employees who don't follow the entity's reporting procedures may receive corrective action. Employees who do not report for work or call in for three (3) consecutive workdays have voluntarily resigned from employment.

Because absenteeism and tardiness, even for good reasons, disrupt operations and interfere with the ability to serve our communities, employees who are excessively absent or tardy may receive corrective action.

MEETINGS

Individual or staff meetings may be held to provide information, training, job counseling or to review operating policies. Employees are required to attend all meetings to which they are called.

SECTION FIVE: BENEFITS

Contact diocesan Human Resources or visit the diocesan website Secured Employee Document Portal: www.dioceseofspokane.org for plan details and premiums.

BENEFITS ELIGIBILITY

Eligibility is according to contracted status or scheduled hours. Below are benefits summaries for contracted and non-contracted employees.

BENEFITS FOR CONTRACTED EMPLOYEES

Teachers/Assistant Principals/Principals

Teachers, Assistant Principals, and Principals contracted for a minimum of **.71 FTE OR 25+ hours per week** receive:

- **Medical, Dental, & Vision (annual eye exam) Insurance:**
 - Coverage begins first day of month the contract starts
 - Available to employees and children only; spouse coverage is not offered
 - School pays 100% of the employee premium
 - Employee pays 100% of child(ren) premium - same premium regardless of number of children
- **Life & AD&D Insurance:** \$10,000 term life
- **Long Term Disability Insurance:** Pays 60% of your salary after 90 days if unable to work
- **Sick Leave:** 10 days per year based on contract hours
- **Personal Day:** One day each contract year based on contract hours (option to roll one day over to the next contract year)
- **Leaves of Absence:** Medical & Family Leaves, bereavement, jury duty, personal day
- **Statutory Benefits:** Social Security and Workers' Compensation
- **Retirement Plans:**
 - Employee-paid voluntary tax-sheltered annuity plan 403(b); may enroll on date of hire or anytime thereafter
 - Employer-paid retirement plan 401(a); eligible after one year of employment and 1,000 hours and 21 years of age; employer contributes 6% of salary; does not require an employee matching contribution

Teachers with part-time contracts, <25 hours per week receive:

- **Sick Leave:** 10 days per year based on contract hours
- **Personal Day:** One day each contract year based on contract hours (with option to roll one day over to next contract year)

- **Leaves of Absence:** Medical & Family Leaves (WA Paid Family and Medical Leave - 830 hours to qualify) based on hours worked,) bereavement, jury duty
- **Statutory Benefits:** Social Security and Workers' Compensation
- **Retirement Plans:**
 - Employee-paid voluntary tax-sheltered annuity plan 403(b); may enroll on date of hire or anytime thereafter
 - Employer-paid retirement plan 401(a); eligible after one year of employment and 1,000 hours and 21 years of age; employer contributes 6% of salary (does not require an employee matching contribution)

Substitute Teachers - previously employed in a benefits-eligible position continue to receive the 6% employer contribution to the employer-paid retirement plan at rehire date.

Rehired Teachers - who are benefits-eligible continue to receive the 6% employer contribution to the employer-paid retirement plan at rehire date.

BENEFITS FOR NON-CONTRACTED EMPLOYEES

Parish/Ministry/School Staff/Administrators/ELC

Eligibility thresholds by scheduled hours per year:

- Group health plans (medical, dental, disability, life insurance) - **1,300 hours**
- 401(a) employer-paid retirement - **1,000 hours**

A. Employees working 12 months/year and scheduled to work 35-40 hours/week receive:

- **Medical, Dental, & Vision (annual eye exam) Insurance:**
 - Coverage starts first day of the month following 60 days of employment
 - Available to employees and children only; spouse coverage is not offered
 - Parish/ministry/school pays 100% of the employee premium
 - Employee pays 100% of child(ren) premium - same rate regardless of number of children
- **Life & AD&D Insurance:** \$10,000 term life
- **Long Term Disability Insurance:** Pays 60% of your salary after 90 days if unable to work
- **Vacation:** Accrue two weeks during 1st year; three weeks starting 2nd year
- **Holidays:** 13 paid holidays based on scheduled hours
- **Sick Leave:** Accrue one day per month based on scheduled hours
- **Personal Day:** One day each calendar year based on scheduled hours; does not roll over to the next year
- **Leaves of Absence:** Medical & Family Leaves, bereavement, jury duty
- **Statutory Benefits:** Social Security and Workers' Compensation
- **Retirement Plans:**
 - Employee-paid voluntary tax-sheltered annuity plan 403(b); may enroll on hire date or anytime thereafter

- Employer-paid retirement plan 401(a); eligible after one year of employment and 1,000 hours and 21 years of age; employer contributes 6% of salary (does not require an employee matching contribution)

B. Employees working 12 months/year and scheduled to work 25-34 hours/week receive:

- **Medical, Dental, & Vision (annual eye exam) Insurance:**
 - Coverage starts first day of the month following 60 days of employment
 - Available to employees and children only; spouse coverage is not offered
 - Parish/school/ministry pays 100% of the employee premium
 - Employee pays 100% of child(ren) premium - same rate regardless of number of children
- **Life & AD&D Insurance:** \$10,000 term life
- **Long Term Disability Insurance:** Pays 60% of your salary after 90 days if unable to work
- **Vacation:** Accrue two weeks during 1st year; three weeks starting 2nd year
- **Sick Leave:** Accrue one day per month based on scheduled hours
- **Personal Day:** One day each calendar year based on scheduled hours; does not roll over to the next year
- **Leaves of Absence:** Medical & Family Leaves, bereavement, jury duty
- **Statutory Benefits:** Social Security and Workers' Compensation
- **Retirement Plans:**
 - Employee-paid voluntary tax-sheltered annuity plan 403(b); may enroll on hire date or anytime thereafter
 - Employer-paid retirement plan 401(a); eligible after one year of employment and 1,000 hours and 21 years of age; employer contributes 6% of salary (does not require an employee matching contribution)

C. Employees working 12 months/year and scheduled to work 20-24 hours/week receive:

- **Vacation:** Accrue two weeks during 1st year; three weeks starting 2nd year
- **Sick Leave:** Accrue one day per month based on scheduled hours
- **Personal Day:** One day each calendar year based on scheduled hours; does not roll over to the next year
- **Leaves of Absence:** Medical & Family Leaves (WA Paid Family and Medical Leave - 830 hours to qualify) bereavement, jury duty
- **Statutory Benefits:** Social Security and Workers' Compensation
- **Retirement Plans:**
 - Employee-paid voluntary tax-sheltered annuity plan 403(b); may enroll on hire date or anytime thereafter
 - Employer-paid retirement plan 401(a); eligible after one year of employment and 1,000 hours and 21 years of age; employer contributes 6% of salary (does not require an employee matching contribution)

D. Employees working 12 months/year and scheduled to work < 20 hours/week receive:

- **Sick Leave:** Accrue one day per month based on scheduled hours
- **Personal Day:** One day each calendar year based on scheduled hours; does not roll over to the contract year

- **Leaves of Absence:** Medical & Family Leaves (WA Paid Family and Medical Leave - 830 hours to qualify) bereavement, jury duty
- **Statutory Benefits:** Social Security and Workers' Compensation
- **Retirement Plan:** Employee-paid voluntary tax-sheltered annuity plan 403(b) - may enroll on hire date or any time thereafter

E. Employees working 9-10 months/year, averaging 30+ hours/week OR Employees working a minimum of 1,300 hours/year receive:

- **Medical, Dental, & Vision (annual eye exam) Insurance:**
 - Coverage starts first day of the month following 60 days of employment
 - Available to employees and children only; spouse coverage is not offered
 - Employer pays 100% of the employee premium
 - Employee pays 100% of child(ren) premium - same rate regardless of number of children
- **Life & AD&D Insurance:** \$10,000 term life
- **Long Term Disability Insurance:** Pays 60% of your salary after 90 days if unable to work
- **Sick Leave:** Accrue one day per month based on scheduled hours
- **Personal Day:** One day each calendar year based on scheduled hours; does not roll over to the next year
- **Leaves of Absence:** Medical & Family Leaves (WA Paid Family and Medical Leave - 830 hours to qualify,) bereavement, jury duty
- **Statutory Benefits:** Social Security and Workers' Compensation
- **Retirement Plans:**
 - Employee-paid voluntary tax-sheltered annuity plan 403(b) - may enroll on hire date or anytime thereafter
 - Employer-paid retirement plan 401(a) - eligible after one year of employment and 1,000 hours and 21 years of age; employer contributes 6% of your salary (does not require an employee matching contribution)

F. Employees working 10 months/year and scheduled to work 23-29 hours/week receive:

- **Sick Leave:** Accrue one day per month based on scheduled hours
- **Personal Day:** One day each calendar year based on schedule hours; does not roll over to the contract year
- **Leaves of Absence:** Medical & Family Leaves (WA Paid Family and Medical Leave - 830 hours to qualify) bereavement, jury duty
- **Statutory Benefits:** Social Security and Workers' Compensation
- **Retirement Plans:**
 - Employee-paid voluntary tax-sheltered annuity plan 403(b) - may enroll on hire date or anytime thereafter
 - Employer-paid retirement plan 401(a) - eligible after one year of employment and 1,000 hours and 21 years of age; employer contributes 6% of your salary (does not require an employee matching contribution)

G. Employees working 10 months/year and scheduled to work < 23 hours/week receive:

- **Sick Leave:** Accrue one day per month based on scheduled hours
- **Personal Day:** One day each calendar year based on scheduled hours; does not roll over to the contract year
- **Leaves of Absence:** Medical & Family Leaves (WA Paid Family and Medical Leave - 830 hours to qualify,) bereavement, jury duty
- **Statutory Benefits:** Social Security and Workers' Compensation
- **Retirement Plan:** Employee-paid voluntary tax-sheltered annuity plan 403(b) - may enroll on hire date or any time thereafter

H. Employees working 9 months/year and scheduled to work 25-29 hours/week receive:

- **Sick Leave:** Accrue one day per month based on scheduled hours
- **Personal Day:** One day each calendar year based on scheduled hours; does not roll over to the contract year
- **Leaves of Absence:** Medical & Family Leaves (WPFML - 830 hours to qualify) bereavement, jury duty
- **Statutory Benefits:** Social Security and Workers' Compensation
- **Retirement Plans:**
 - Employee-paid voluntary tax-sheltered annuity plan 403(b) - may enroll on hire date or anytime thereafter
 - Employer-paid retirement plan 401(a) - eligible after one year of employment and 1,000 hours and 21 years of age; employer contributes 6% of your salary (does not require an employee matching contribution)

I. Employees working 9 months/year and scheduled to work < 25 hours/week receive:

- **Sick Leave:** Accrue one day per month based on scheduled hours
- **Personal Day:** One day each calendar year based on scheduled hours; does not roll over to the contract year
- **Leaves of Absence:** Medical & Family Leaves (WA Paid Family and Medical Leave - 830 hours to qualify) bereavement, jury duty
- **Statutory Benefits:** Social Security and Workers' Compensation
- **Retirement Plan:** Employee-paid voluntary tax-sheltered annuity plan 403(b) - may enroll on hire date or anytime thereafter

PROFESSIONAL SERVICES EMPLOYEES (Liturgical Ministers) receive benefits based on their schedule hours; because they receive a premium rate for each liturgy, they do not receive paid sick leave.

ON-CALL AND SEASONAL EMPLOYEES, typically maintenance, summer and educare staff, work on an as-needed basis and do not receive benefits. After one year of continuous employment at twenty-five (25) hours or more, employees should be re-classified to the appropriate part-time or full-time status with benefits.

SUBSTITUTE TEACHERS are not contracted and do not receive benefits; long-term subs employed on a letter of hire receive paid sick leave and personal days.

ADDITIONAL BENEFITS INFORMATION

Benefits-eligible employees may waive group medical and dental in writing. Additional compensation may not be offered as an incentive to waive coverage.

Part-time employees hired to work less than 25 hours per week and whose position is approved to increase to an average of 25 hours or more per week become benefits eligible. Coverage begins the first of the month following sixty (60) calendar days in the benefits-eligible position.

Part-time employees hired to work less than 25 hours per week will have their hours reviewed annually to determine benefits eligibility. Employees who worked at least 1,300 hours (averaging 25 hours per week) in the previous year (May 1- April 30) are eligible for health plan coverage beginning July 1 of the review year.

Eligibility transfers from one entity to another.

Employees whose employment ends for any reason, or whose hours are reduced below the eligibility level, may elect to continue coverage for up to 12 months by completing the STATEMENT OF ACTIVE EMPLOYMENT CHANGE and paying the monthly premiums. Continuation of Coverage election must match the election made as an active employee.

Employees whose employment ends, or whose hours reduce below eligibility, may continue their coverage for 12 months. The Diocese does not participate in COBRA continuation of group benefits coverage.

Benefits-eligible employees may not opt out of life and long-term disability coverage.

Open enrollment occurs each June during which employees may add or drop group medical and dental coverage for themselves or their dependents. Employees may add or drop coverage outside of open enrollment if they have a qualifying event.

WORKERS' COMPENSATION INSURANCE

All employees receive Washington State workers' compensation insurance. The Diocese pays the employer portion of the premium; the employee portion of the premium is deducted from the employee's gross wages each month. Coverage provides benefits to employees with work-related injuries or illness. The Washington State Department of Labor and Industries (L&I) determines if an employee's injury or illness qualifies for these benefits.

Employees should immediately report to the supervisor all work-related injuries, illnesses, or unsafe conditions no matter how minor they may appear. If medical attention is required, the supervisor determines the location of the nearest medical clinic that accepts Workers' Compensation claims. (Consult Human Resources if necessary).

The supervisor calls 911 immediately if the injury is life-threatening or appears serious. Employees and supervisors should comply with all required reporting procedures and timelines. The supervisor is responsible for correcting or sequestering unsafe conditions.

Employees may not be discharged, threatened with termination, or retaliated against, for filing or making known their intention to file a Workers' Compensation claim.

Deliberately filing a false or fraudulent Workers' Compensation claim is a crime under Washington State law.

SOCIAL SECURITY

The Diocese deducts from all employee paychecks a government-determined percentage of employee wages, matched equally with an employer-paid amount deposited with the Social Security Administration.

The local Social Security Administration office has complete information on Social Security disability, survivor, and retirement benefits.

RETIREMENT PLANS

401(a) plan: All employees completing one (1) year of service and one thousand (1,000) work hours in a year are automatically enrolled in the diocesan 401(a) plan at the next enrollment period (January, April, July, or October) after their anniversary date. Employees not working one thousand (1,000) hours during the first year of employment have their hours reviewed each subsequent calendar year. Employees must be twenty-one (21) years of age.

The employee's parish, school, or ministry contributes six percent (6%) of the employee's gross salary to this plan. This contribution is in addition to the employee's regular earnings. Although employees do not contribute to this plan, they may manage their funds within the plan's guidelines.

403(b) plan: All employees may elect to participate in the Diocesan 403(b) plan (a tax-deferred annuity retirement program) on date of hire or anytime thereafter. Contributions are deducted from the employees' gross earnings pre-tax. Employees must be at least eighteen (18) years of age.

FUNERAL SERVICES DISCOUNT

Holy Cross Funeral and Cemetery Services (HCFCS) is pleased to offer full-time employees a 25% discount for themselves and their immediate family members (spouse, children) in Diocese of Spokane parishes, schools, and ministries. Extended family (parents, siblings) members receive a 10% discount. Part-time employees receive a 5% discount.

The employee discount (At-need or Pre-need) is to purchase cemetery plots, niches, crypts, and HCFC Funeral Service plans. Discount is applied to the location amount or Funeral Service Plans only and may not be combined with other discounts.

The Funeral Director must approve all employee discounts.

SECTION SIX: TIME AWAY FROM WORK

PAID HOLIDAYS

After successfully completing the sixty (60) day introductory period, full-time, 12-month, non-contracted employees receive these holidays off with pay:

- New Year's Day
- Martin Luther King Jr. Day
- Presidents' Day
- Easter Monday
- Memorial Day
- Juneteenth Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Eve Day
- Christmas Day

When the holiday falls on a Saturday, the previous Friday is the paid holiday. When the holiday fall on a Sunday, the following Monday is the paid holiday.

Paid holidays are taken when they occur; they do not accumulate or accrue. Holidays are paid only when the employee is regularly scheduled to work that day. Each entity selects an alternate date for a paid holiday if an employee is required to work on the actual holiday.

Holiday hours recorded on the timesheet are based on an employee's regular work schedule. For example, an employee who works 40 hours a week receives 8 hours of holiday pay per holiday. An employee who works an alternate work schedule when the holiday falls on a 10-hour work day, the employee receives 8 hours of holiday pay and may use 2 hours of vacation or work the 2 hours on a different day in the same week with supervisor's approval.

PAID VACATION

All non-contracted, twelve (12) month employees scheduled to work twenty (20) or more hours per week receive paid vacation.

Employees start accruing vacation at hire date and can use it after completing the sixty (60) day introductory period. Vacation days do not accrue during unpaid leaves of absence.

Employees may accumulate up to a maximum of two years' worth of vacation accrual based on their years of service.

Eligible employees accrue annual paid vacation as follows:

<u>Years of Service</u>	<u>Accrual Rate</u>	<u>Maximum Accumulation</u>
1	2 weeks x hours worked/week ÷ 12	4 Weeks
2 to 10 years	3 weeks x hours worked/week ÷ 12	6 Weeks
11-19 years	4 weeks x hours worked/week ÷ 12	8 Weeks
20+ years	5 weeks x hours worked/week ÷ 12	10 Weeks

When employees reach the maximum vacation accrual, they must use some vacation before accruing additional hours. Employees are encouraged to use vacation time every year.

Employees request vacation time through their supervisor with sufficient time to plan work schedules. Vacation requests are accommodated as reasonably possible, considering each entity's operations and staffing needs.

Employees do not receive pay in lieu of taking vacation except as follows:

Permanent reduction of hours - when an employee's scheduled hours are permanently reduced:

- **to below the vacation eligibility level of 20 hours per week**, the employee receives pay for all accrued, unused vacation hours up to two (2) years' maximum time described above; **OR**
- **from full-time (35+) hours to part-time (20+) hours**, the employee receives pay for all vacation earned at the higher accrual rate as a percentage of maximum full-time accrual and begins earning vacation at the new part-time accrual rate, described above.

Permanent reduction in 12-month position – when an employee's position is reclassified from 12 months to <12 months, the employee's accrued vacation is paid out at the higher accrual rate as a percentage of maximum full-time accrual. The employee then begins earning vacation at the new part-time accrual rate described above.

Transfer - when an employee transfers to another location, all accrued, unused vacation up to two (2) years' maximum vacation time, as described above, is paid to the employee by the entity the employee is leaving.

End of employment – when employment ends for any reason, the employee receives pay for all accrued, unused vacation hours up to two (2) years' maximum vacation time described above.

Employees who become sick or injured for three (3) or more work days during vacation may request to use accrued sick leave instead of vacation by submitting a healthcare provider's verification.

SICK LEAVE

Paid sick leave helps reduce the economic hardship for short-term illness, injury, or medical emergencies. Sick leave may be used for medical appointments/emergencies or for employees to accompany family members to medical appointments that cannot be scheduled outside of work hours.

Sick leave starts accruing on the first day of employment as follows:

- **Contracted full-time employees** accrue sick leave as specified in their contract
- **Contracted part-time employees** accrue pro-rated sick leave based on their work hours as specified in their contract
- **Full-time non-contracted employees** accrue one (1) day per month
- **Part-time non-contracted employees** accrue one (1) day per month pro-rated based on their work hours
- **All non-exempt employees in Washington State** receive one (1) hour of sick leave for every 40 hours worked by state law

Maximum sick leave accrual is ninety (90) days.

Sick leave always accrues based on the employee's current scheduled hours. When an employee's scheduled hours are reduced for any reason (return from leave, accept a different position, rehire at another location), the sick leave balance in hours is adjusted to reflect the new schedule, and the employee retains the same number of available sick leave days and same percentage of maximum sick leave accrual.

Example: a full-time employee with a maximum of 90 days - or 720 hours accrued sick leave - who converts to a half-time position will have the maximum accrual adjusted to 360 hours but the number of available sick leave days is the same, since a day of sick leave is now 3.5 hours instead of 7 hours. The maximum percentage of accrual remains 100% - 720 hours at full-time and 350 hours for half-time.

Non-contracted employees may use accrued sick leave after successfully completing their sixty (60) day introductory period.

Sick leave does not accrue during unpaid leaves of absence.

Accrued sick leave transfers with the employee to a new position within the Diocese if the new position is eligible for sick leave.

Employees must notify their supervisor of their sick leave as soon as possible on the first sick leave day, usually within thirty (30) minutes of the regularly scheduled start time. When possible, the sick employee should check in with the supervisor daily unless the supervisor knows that several days off are required or the employee is on an approved leave of absence. The number of sick leave hours recorded on the timesheet corresponds to the employee's regular work schedule.

Employee may use up to three (3) days sick leave to care for an ill or incapacitated family member or newborn. Absences longer than three (3) days may require written confirmation from a licensed health care provider.

Accrued sick leave may not be used by another employee, and is not paid out at end of employment.

PERSONAL DAY

All employees receive one (1) paid personal day each calendar year to be taken at the employee's discretion, with supervisor's approval. Non-contracted employees may use their personal day after completing the sixty (60) day introductory period. For non-contracted staff, the personal day does not carry over to the next year.

BEREAVEMENT DAYS

Full-time employees receive up to three (3) days of paid bereavement leave for the death or funeral of an immediate family member (spouse, child, stepchild, grandchild, siblings, parent, grandparent, or spouse's parent). The supervisor may grant up to an additional two (2) paid days for necessary travel.

Part-time employees scheduled to work twenty (20) hours a week or more receive up to three (3) days of paid bereavement leave, pro-rated based on normal work schedule, for an immediate family member. The supervisor may grant up to an additional two (2) pay days for necessary travel.

Employees working < 20 hours per week may take unpaid bereavement leave for an immediate family member. The supervisor may grant up to an additional two (2) days for necessary travel.

CIVIC DUTY DAYS

Jury duty: Employees summoned to jury duty should present the court certificate to their immediate supervisor. Employees receive up to five (5) days paid time at their regular pay rate. If circumstances warrant, the supervisor may grant additional paid time. Employees released from jury service early must report for work.

Witness duty: Employees summoned for a court proceeding or deposition as a witness should present the subpoena or notice to their immediate supervisor. If circumstances warrant, the supervisor may grant the employee a specified amount of paid time.

Jury and witness duty are recorded on the timesheet.

Voting: Because employees may vote by mail in Washington State, they do not receive paid time off to vote.

Military duty: Employees serving military duty are treated consistent with applicable state and federal laws.

LEAVES OF ABSENCE

Eligible employees may take approved periods of absence from work for injury or extended illness, child birth, adoption, care of a seriously ill immediate family member, personal necessity, military services, or other

reasons. Leave of absence requests are considered based on benefits-eligibility, length of service, responsibility level, reason for the request, the entity's needs, and other factors in this *Handbook* and consistent with state and federal law.

Non-contracted employees may request a leave of absence after successfully completing their introductory period.

If possible, employees requesting a leave of absence should notify the immediate supervisor in writing at least thirty (30) days in advance, including reason for the leave with appropriate documentation and anticipated duration, including beginning and end dates.

The supervisor outlines the terms of the employee's approved leave in writing. The terms should be consistent with state and federal law and diocesan policy, and include compensation, benefits (particularly medical/dental insurance and retirement plan), communication during leave, if appropriate, and return to work when leave is completed.

During a leave of absence, the employee should provide periodic status updates to the immediate supervisor, including changes in the length of the leave.

The employee continues to pay dependent health care premiums by the first of each month to ensure continued coverage. The employee also pays his/her share of any premium increases.

Unless approved in writing, the employee does not receive compensation during a leave of absence. Available vacation and sick leave may be used consistent with this *Handbook's* policies.

Sick leave and vacation do not accrue during an unpaid leave of absence, and employees are not paid for holidays while on leave. Retirement benefits accrue only for military service leave, applied after the employee returns to work.

WASHINGTON PAID FAMILY AND MEDICAL LEAVE LAWS (WPFML)

THE FEDERAL FAMILY AND MEDICAL LEAVE ACT (FMLA)

WASHINGTON STATE LEAVE (FLA)

The WPFML, FMLA, and FLA provide eligible employees job-protected leave for qualified family and medical reasons. The maximum amount of leave under these three Acts is twelve (12) to twenty-six (26) weeks within a twelve (12) month period depending on the reason for the leave. Additional leave under FLA is available for pregnancy disability. WPFML, FMLA, and FLA are specific to each employee's circumstances. For this reason, an employee requesting WPFML, FMLA, and FLA should meet with the supervisor as far in advance as possible to communicate their circumstances and to allow the employee to make informed decisions about these leave programs.

Consistent with Washington State law, employees who have accrued sick leave and vacation may choose whether or not to use to accrued sick leave and vacation in addition to the pay they receive from the state if they apply, and are approved for, the Washington State Paid Family and Medical Leave (WPFML). FMLA application forms are available on the FMLA section U.S. Department of Labor website www.dol.gov, from diocesan Human Resources, and the immediate supervisor:

- WH-380-E Certification of Health Care Provider for Employee’s Serious Health Condition
- WH-380-F Certification of Health Care Provider for Family Member’s Serious Health Condition
- WH-381 Notice of Eligibility and Rights & Responsibilities
- WH-382 Designation Notice

Leave forms for service members, veterans, and their caregivers are also available on the DOL website. WPFML leave forms are available on the Washington State Employment Security Department website at paidleave.wa.gov/workers.

See **APPENDIX B** for WPFML, FMLA, and FLA policies and procedures.

WASHINGTON LONG-TERM CARE

The WA Cares Fund is a universal, long-term care benefit all employees earn by contributing a small portion of each paycheck to the fund. Long-term care benefits are available starting July 1, 2026.

Certain categories of employees may apply for an exemption.

See **APPENDIX C** for program details and links.

PERSONAL LEAVE OF ABSENCE

Non-contracted employees completing one (1) year of continuous employment may apply for unpaid personal leave of absence for up to thirty (30) calendar days; leave is granted at the entity’s sole discretion.

Before leave begins, the employee should clarify with his/her immediate supervisor in writing any obligations the employee should fulfill while on leave. Employees must fulfill these obligations to be eligible to return to work after personal leave. If the employee does not return to work after the leave ends, he/she is considered to have resigned.

Available vacation may be used for personal leave; vacation, sick leave, and holidays do not accrue during personal unpaid leaves of absence.

Unauthorized leaves of absence are subject to corrective action. Failing to comply with the specific leave of absence requirements or not returning to work after the leave ends means that the employee has resigned his/her employment.

SECTION SEVEN: ETHICAL AND RESPONSIBLE CONDUCT

The Diocese relies on its employees to conduct themselves, both at work and away from work, in ways that reflect their role of service to the Catholic Church. Although not all positions require employees to be practicing Roman Catholics, employees should demonstrate respect for the Catholic faith, Church teachings, and the Diocese's mission. As religious organizations, diocesan entities may use religion as a factor in employment-related decisions.

Conduct policies are applied so they do not interfere with or limit employees' rights under applicable federal and state laws. This includes protections under civil rights and non-discrimination laws in this *Handbook*, as well as employees' rights to communicate with one another about work-related issues consistent with Section 7 of the National Labor Relations Act.

Conduct policy violations are handled through the corrective action process in [SECTION FIFTEEN: PERFORMANCE IMPROVEMENT AND CORRECTIVE ACTION](#). Decisions about employee conduct violations are consistent with Catholic Church teachings. Employees with questions or concerns about any conduct policy are encouraged to discuss them with their immediate supervisor or diocesan Human Resources.

Employees must act lawfully, ethically, morally, and professionally. The examples below, although not all-inclusive, are intended to inform employees of actions that may violate ethical and responsible conduct:

- A. insubordination
- B. knowingly and willfully violating diocesan and/or entity policies, rules, regulations, or directives
- C. unauthorized access to or disclosure of confidential and/or protected information to those without a need to know; unauthorized access to confidential workspaces
- D. criminal conduct whether or not work-related
- E. bullying
- F. actual or threatened physical violence
- G. possessing firearms or other weapons on entity property
- H. possessing, distributing, selling, using or being under the influence of alcohol, illegal drugs, and other controlled substances while on duty, on entity property, or operating a motor vehicle or other potentially dangerous equipment owned or leased by the entity
- I. unlawful discrimination/harassment
- J. failing to adhere to the Diocese's Code of Conduct and Commitment and Safe Environment policies for children, youth and vulnerable adults
- K. conduct outside work that is visibly contrary to the Church teachings or the religious or professional character of the Diocese and/or the entity
- L. moral turpitude – conduct contrary to community standards of honesty, good morals, or justice

CONFLICT OF INTEREST

Employee should always act in the best interests of their employing entity and avoid being unduly influenced by personal interests or involve themselves in conduct that creates the fact or appearance of a conflict of interest.

Conflicts of interest arise when an employee takes advantage of his/her position for personal gain. Examples include and not limited to: using the entity's information for private gain; involvement in activities that conflict with Catholic Church teachings; using one's spouse or relatives as vendors or suppliers; accepting commissions, kickbacks, gifts, or gratuities from suppliers.

DISHONESTY AND FALSE STATEMENTS

Employees must:

- always be honest in their dealings with co-workers and those whom the entity serves
- not falsify, omit, or materially misrepresent information on applications, medical histories, invoices, time sheets/cards, investigative questionnaires, or other official documents
- report violations immediately to their supervisor or senior manager (i.e. pastor, principal, administrator, or department head). If the suspected person is the employee's supervisor or senior manager, employees should report to the next supervisory level and/or diocesan Human Resources.

PERSONAL APPEARANCE

Each entity sets dress and appearance guidelines, relying on its employees to be modest and professional to reflect one's position and not distract from or disrupt the working or learning environment. Logos or insignia should not distract or offend, or violate diocesan harassment and discrimination policies; facial hair should be trimmed and presentable.

Immediate supervisors determine appropriateness of attire and appearance.

Employees who report to work in unacceptable attire or accouterment may be requested to leave work and return in acceptable attire. This time away from work is normally without pay.

CONSENSUAL RELATIONSHIPS BETWEEN EMPLOYEES

Consensual relationships between employees that do not directly conflict with Catholic Church teachings are permissible with certain safeguards. Amorous or dating relationships between supervisors and subordinates create conflicts of interest that impact the parties and the work environment. Although these relationships are discouraged, if they arise, the supervisor should disclose the relationship to the next supervisory level and resolve any actual or potential conflict of interest or impropriety the relationship causes.

Employees who have influence or authority over participation in entity-offered or sponsored education, ministry, religious, athletic, or community programs may not engage in amorous or sexual relationships with participants.

Lay ministers and counselors should not engage in amorous, sexual, or otherwise inappropriate relationships with co-workers or individuals whom they serve.

Employees should avoid inappropriate displays of affection at work.

PERSONAL VISITS

Personal visits by friends or relatives during work hours must not distract from or disrupt normal business operations.

CONFIDENTIALITY OF INFORMATION AND RECORDS

The entity retains records according to diocesan policies and civil/canon law. The employee's immediate supervisor can answer questions about records retention.

All entity records and files are the entity's confidential property unless generally available to the public. Employees should not access confidential information or records without prior approval, or disclose, distribute, or copy confidential or proprietary information except as part of normal job responsibilities, or as provided by law. Employees who are unsure of the confidential nature of information, files or records should consult their immediate supervisor. Access to records does not authorize employees to disclose their contents.

Confidential or proprietary information includes, and is not limited to, phone numbers, addresses, social security numbers, health conditions, sacramental status, and identity of individuals who have confidential appointments with other personnel.

SOLICITATION AND DISTRIBUTION

Employees should not solicit, advertise, or distribute materials in the workplace that are inappropriate or interfere with normal operations.

THEFT

The entity may inspect all purses, briefcases, packages, lockers and vehicles on its property when investigating potential theft. Employees may remove entity-owned property only with the supervisor's advance, written permission.

SECTION EIGHT: SAFE ENVIRONMENT FOR CHILDREN, YOUTH, AND VULNERABLE ADULTS

Diocesan policies to protect children, youth, and vulnerable adults are on the Child Protection web page and incorporated by this reference as though fully set forth herein. Employees are responsible for knowing and complying with these policies.

All employees must be current on annual safe environment training as a condition of continued employment.

Temporary employees hired for more than 30 work days must complete New Employee Orientation, including Protecting God's Children training.

SECTION NINE: WORK ENVIRONMENT

DISABILITY ACCOMMODATION REQUESTS

The Diocese complies with the Americans with Disabilities Act (ADA) and the Washington Law Against Discrimination (WLAD) that protect employees with disabilities. Each entity provides reasonable accommodations for known physical or mental disabilities to qualified individuals when the requested accommodations do not create an undue hardship or pose direct threats to the health or safety of the individual or others, including parishioners, students, clients, volunteers, and others whom the entity serves.

The immediate supervisor considers disability accommodations requests. Information about the disability accommodation process is available from diocesan Human Resources.

SMOKE-FREE FACILITY

Smoking is prohibited in all entity facilities and vehicles. Employees may smoke during rest breaks and meal periods in designated outdoor smoking areas, away from entrances and exits consistent with state law.

DRUG- AND ALCOHOL-FREE WORKPLACE

Each entity strives to provide and maintain a safe and healthy workplace for employees and the people it serves. Therefore, employees may not use illegal substances or work while impaired by legal or illegal drugs, or manufacture, possess, or distribute drugs or alcohol in violation of diocesan policies and applicable laws and regulations.

See **APPENDIX E** for the complete policy.

UNLAWFUL HARASSMENT

The Diocese and its entities are committed to working, learning, and pastoral environments free from all forms of unlawful harassment based on the **protected categories of race, religion, color, sex, gender identity/expression, sexual orientation, national origin, ancestry, citizenship status, uniform service member status, marital status, pregnancy, medical condition, genetic information, disability or any other category protected by law**. This policy applies to all employees in their dealings with each other and those whom the entity serves. Likewise, the entity should not tolerate any form of unlawful harassment from those whom it serves.

Unlawful harassment is verbal, physical or visual conduct that: 1) creates an offensive, hostile, or intimidating work environment, OR 2) is a condition of employment or education. Offensive, demeaning, or unwelcome conduct based on one or more of the above protected categories is prohibited.

Mandatory safe environment training for all new employees includes unlawful harassment in work and educational settings, particularly sexual harassment. Sexual harassment is prohibited by the Catholic Church's moral teachings and by state and federal law, and encompasses a broad spectrum of prohibited conduct, including and not limited to:

- A. unwanted verbal or physical sexual advances
- B. offering an employment benefit in exchange for sexual favors, including the promise of increased compensation, promotion, or career assistance in exchange for sexual favors
- C. threatening adverse employment actions such as termination, demotion, reduced hours, or corrective action for an employee's resistance to engage in sexual activity
- D. visual conduct, including leering, sexual gestures, displaying sexually suggestive objects, pictures, cartoons, or posters including electronic media
- E. verbal abuse of a sexual nature, including graphic comments about a person's body, using sexually degrading words to describe an individual, suggestive, or obscene letters, notes, or invitations including emails or internet links to offensive sites
- F. physical contact including touching, assault, impeding or blocking movements
- G. physical or verbal conduct about a person's gender, perception of the person's gender, or gender identity/expression
- H. verbal conduct about a person's physical characteristics regarding their gender and/or size or shape of a person's body or body parts.

Employees experiencing or observing unlawful harassment must promptly inform their immediate supervisor and/or diocesan Human Resources within twenty-four (24) hours of learning of the alleged harassment. If the supervisor is the alleged offender, employees should inform the next supervisory level.

The Diocese takes every unlawful harassment complaint, including anonymous complaints, seriously and conducts a thorough and timely inquiry. Employees who make a good-faith complaint or cooperate in an investigation will not be retaliated against.

When unlawful harassment is determined to have occurred, the offending employee is subject to corrective action and the offended party will be advised that corrective action is being taken. Corrective action for harassment includes, and is not limited to, verbal or written notices, education, suspension, reassignment, demotion, and termination. The Diocese pursues reasonable inquiry and corrective action in cases of harassment by non-employees.

WORKPLACE VIOLENCE

Acts or threats of violence against employees and those whom they serve is prohibited. All reported violence or threats of violence are thoroughly investigated. When circumstances warrant, employees may report acts or threats of violence confidentially.

Possessing weapons of any kind on an entity's property is prohibited. If a weapon is discovered in the work place, law enforcement is called immediately.

Acts of violence and threats of violence, including discussing the use of dangerous weapons, even jokingly by an employee, are grounds for immediate termination.

Any employee who experiences or is threatened with violence by an associate, co-worker, customer, or vendor, or is aware of another individual who has been the victim of or threatened with violence, must report this information to the supervisor as soon as possible. Law enforcement is called if necessary for safety and protection.

SAFETY

Employees must follow common sense safety practices, assist in maintaining safe working conditions, and report unsafe conditions and accidents, even those not involving serious injury, to their supervisor.

SECTION TEN: TECHNOLOGY ACCEPTABLE USE

This policy outlines acceptable use of both entity-owned hardware and software, and personal technology and systems used for work.

COMPUTERS, TABLETS, SMART PHONES, E-MAIL, VOICE MAIL, INTERNET

Employees use both entity-provided equipment and personal equipment connected with the entity and/or its network on a regular or intermittent basis.

Employer-provided equipment, e-mail and voice mail systems, and internet access accounts are the entity's property. Information temporarily or permanently stored, transmitted, or received on these devices and systems (including personal password protected web-based e-mail) and internet remains solely and exclusively the entity's property. Employees should not expect privacy when using these systems. Messages composed, sent or received, including attachments, are and remain the entity's property, and are not the employee's private property, regardless of the intended recipient.

Employees who have a diocesan email or parish/school domain email should use it in the course of their job. Personal e-mail addresses are used to receive monthly employee earnings statements from Payroll but should not be used to conduct the entity's business. Additionally, employees may not use diocesan or parish/school domain email for personal business.

Software on the entity's computers, and on personal computers used for entity business, should not be used for unlawful or improper purposes. All data temporarily or permanently received, collected, downloaded, uploaded, copied, and/or created on any computer used for the entity's business may be monitored and may not be copied or transmitted to any outside party or used for purposes not directly related to the entity's business.

Employees must always use electronic devices and systems consistent with diocesan policies, applicable laws and regulations, and not contrary to the Diocese's and the entity's best interests. This list of prohibited conduct is provided so employees are aware of the full scope of actions that may violate this policy. Employees may not use these systems and devices to:

- A. transmit, retrieve, download, or store inappropriate messages or images regarding race, religion, color, sex, sexual orientation, gender identity/expression, national origin, citizenship status, age, disability, or other status protected by federal, state, and local laws
- B. violate diocesan policies on safe environment, sexual misconduct with a minor, unlawful harassment and discrimination, and sexual harassment and boundary violation
- C. make threatening or harassing statements to another employee, vendor, customer, or any outside party
- D. alter, transmit, copy, download, or remove any proprietary, confidential, trade secret or other information belonging to the entity or any of its constituents
- E. send, receive, alter, transmit, copy, upload, or download proprietary software, databases, copyrighted or otherwise legally protected information, or other electronic files without proper and legally binding authorization
- F. download, transmit, or retrieve messages from multi-network gateways, real-time data, and conversation programs including, but not limited to, instant messaging services, internet chat rooms, and bulletin boards during work hours, unless necessary for business purposes
- G. damage or jeopardize the Diocese's reputation and mission or be detrimental to its interests
- H. violate or fail to comply with laws applicable to trademarks, copyrights, patents, and licenses to software and other electronically available information
- I. solicit personal business opportunities or conduct personal advertising
- J. engage in gambling of any kind, monitoring sports scores, or playing electronic games
- K. engage in day-trading to purchase or sell stocks, bonds, or other securities; transmit, retrieve, download, or store messages or images related to the purchase or sale of stocks, bonds, or other securities
- L. violate diocesan social media, social networking, and weblogs policy
- M. violate the federal Anti-SPAM law
- N. transmit unsolicited commercial electronic mail promoting the entity's services without prior authorization from the employee's supervisor
- O. transmit unsolicited commercial electronic mail promoting the employee's personal business, goods, products, and services
- P. initiate transmission of a commercial e-mail message that contains, or is accompanied by, false or misleading information
- Q. use personal storage devices or copies of software or data, in any form, on any entity computer, without both obtaining specific authorization from the appropriate manager and scanning the data for viruses
- R. take unauthorized photographs or videos using any handheld device, whether diocesan-owned or personal, on entity property
- S. use devices to photograph, video record, or otherwise record any minor for any reason unless the minor's parent or legal guardian has granted prior written permission
- T. knowingly and repeatedly introducing viruses into the entity's systems through improper use is subject to corrective action; employee-caused damage to the entity's computer system, through its unauthorized use, may be charged to the employee.

As legally permitted, the entity's monitoring may include physically inspecting hard drives, memory devices, and handheld devices. The entity retains the right to review content passing through its network, data lines, and other systems, personal e-mail (including personal web-based password-protected e-mail) and text messages

accessed using the entity's computers and/or communication connections; key loggers and other input monitoring mechanisms, screen monitoring software, hardware, video drives, or other monitoring methods.

HAND-HELD DEVICES AND DRIVING

Operating a motor vehicle while using handheld devices to perform job duties, including talking, e-mailing, texting, and instant messaging is prohibited. Employees must stop their vehicle before using their handheld device. If it is necessary to communicate while driving, employees must use the hands-free device in a manner that does not impair driving ability.

Because misuse of handheld electronic devices is a potential safety hazard, under no circumstances are employees required to, or allowed to, place themselves or others at risk to fulfill job requirements.

Traffic violations resulting from using handheld devices are the employee's sole responsibility.

SOCIAL MEDIA, SOCIAL NETWORKING, AND WEBLOGS

The Diocese uses social media as a valuable tool for business and ministry; employees may be required to use these platforms as part of their job responsibilities.

Employees must exercise sound and moral judgment when using social media, social networking sites, and blogs. Work-related social media activity should not reflect negatively on the Catholic Church, supervisors, colleagues, and the people the Diocese serves. Employees must not post material that is derogatory, obscene, vulgar, defamatory, threatening, discriminatory, harassing, abusive, hateful, or embarrassing to another person or entity, or that reflects negatively on the Catholic Church, the Diocese, its affiliates, employees, parishioners, clients, students, volunteers, and others we serve.

Using social media at any time is public behavior that calls for at least as much discretionary judgment as one's personal public conduct.

Employees may not:

- A. list their employee e-mail address or employer-issued phone numbers unless the social media, social networking site, or blog is used solely for diocesan, parish, school, or Chancery business and is authorized by the employee's senior manager (i.e. pastor, principal, administrator, or department director)
- B. post a picture or likeness of a student, parishioner, volunteer, co-worker, manager, supervisor, client, or vendor without that individual's express advance permission
- C. access sexually-based or discrimination-based websites
- D. engage in any online activity that reflects or may reflect negatively on the Catholic Church, the Diocese, its affiliates, employees, parishioners, students, clients, volunteers, and others we serve.

Employees should not expect privacy while using social media, networks, and internet programs while at work or on the entity's equipment. The entity may access information created, transmitted, downloaded, exchanged,

or discussed any time without prior notice. Employees are personally responsible for the commentary they express and the material they post while engaging in online social networking and blogging activities.

Violations of the Acceptable Use of Technology policy may lead to corrective action.

SECTION ELEVEN: FACILITY USE

WORK AREAS

Employees should maintain clean and orderly work areas to promote efficiency and prevent unsafe working conditions and potential accidents.

PROPERTY MISUSE AND DAMAGE

Employees may not misuse, or use without authorization, diocesan equipment, vehicles or that of its clients, vendors, or other employees. Deliberate or careless misuse of, or damage to, property is subject to corrective action.

HAZARDOUS AND TOXIC MATERIALS

Safe handling and disposal of hazardous and toxic materials must comply with all laws, rules, and regulations. Employees with questions on how to comply must consult their supervisor or the person responsible for these materials.

BULLETIN BOARDS

All work locations maintain bulletin boards for employment-related information such as policies, employment laws and regulations, and other relevant employment information. Supervisors should approve information placed on bulletin boards.

FAX AND COPY MACHINES

Employees may use the entity's fax and copy machines for non-work purposes with immediate supervisor approval. Employees may not use these machines to transmit, receive or copy materials deemed offensive or that conflict with Catholic Church teachings. Employees receiving such materials via fax, mail, or any other source, should inform their immediate supervisor.

COPYRIGHTS

Unless otherwise specified in writing, the entity owns the exclusive and sole rights to any and all proprietary information, royalties, and inventions from its course of business, including work prepared by employees within the scope of their employment. Employees may not distribute, transfer, or exchange copyrighted material without permission.

KEYS AND ENTRY CARDS/CODES

Employees must properly use and maintain key and entry card/codes, and must report lost or misplaced keys, cards, and codes to their supervisor. Employees must not share, loan, or duplicate these items.

Employees taking leaves of absence or ending their employment must give keys and card to their supervisor.

PERSONAL USE OF FACILITIES

Employees may use diocesan facilities, property, or equipment only with their supervisor's advance approval.

PARKING

Employees should park their vehicles in designated areas. Each entity informs employees of any parking expense.

MAIL/LETTERHEAD

Normally, mail addressed to employees at their work address is routed directly to them. If circumstances warrant, the supervisor may open mail addressed to employees.

The entity's postage meter and stamps, business seal, and/or letterhead should be used only for the entity's business.

USE OF EMPLOYEE IMAGE OR LIKENESS

The Diocese may photograph, audio/video record, film, or broadcast gatherings of employees in public places of worship or education, meetings, and social events without prior notification. The Diocese may also use previously acquired photographs, film, or audio/video recordings in any form or in any medium to advertise or promotion its mission.

Employees who do not want to be photographed, filmed, broadcast, or audio/video recorded must submit a written request to their supervisor. Employees do not have to state a reason for the request, and requests will not adversely affect employment.

MEDIA REQUESTS

All media requests for interviews or information should be referred to the entity's manager or the diocesan Director of Communications and Media.

SECTION TWELVE: HIRING PROCESS

HIRING PROCESS

Each entity establishes its recruiting and hiring procedures consistent with diocesan policy.

See **APPENDIX F** for complete policies and procedures.

SECTION THIRTEEN: PERSONNEL FILES

PERSONNEL FILES

Employee files are maintained at each entity's physical location. Employees may read their files on location and may have a copy of any documents they have signed.

See **APPENDIX G** for the complete policy.

SECTION FOURTEEN: SUPERVISION

SUPERVISORY TREATMENT

Supervisors set the tone for employees' work environment, productivity, and efficiency, and should treat employees with dignity and respect. Supervisors should:

- A. clearly communicate performance and conduct expectations
- B. provide adequate opportunity for them to seek guidance regarding work and assist them to clarify responsibilities, expectations, or instructions by asking questions or providing information in writing
- C. listen attentively and empathetically to employee concerns
- D. allow employees to offer, without undue interruption, observations and comments regarding an employment dispute

Supervisors should not:

- A. publicly reprimand or criticize subordinate employees
- B. make unreasonable demands
- C. retaliate against employees who exercise their right to pursue justice for themselves
- D. communicate in ways that can be construed as demeaning, harassing, or bullying

Supervisors address employee performance and conduct issues on a case-by-case basis to determine the best course of action. Steps may be skipped or combined when circumstances warrant. Because these situations are unique, use of specific steps that may lead to termination is not guaranteed.

Corrective action is normally administered privately and confidentially, without belittling or demeaning the employee.

An employee who believes the supervisor has violated this policy may file a complaint with that person's supervisor or diocesan Human Resources using the Conflict Resolution steps outlined in Section Sixteen. Deliberate or continued violations of supervisory expectations may lead to corrective action.

SECTION FIFTEEN: PERFORMANCE APPRAISAL

ANNUAL PERFORMANCE REVIEW

Supervisors should review job descriptions annually with employees to ensure expectations are clearly stated and that job descriptions remain current.

All employees should participate in a performance appraisal so they know their efforts are appreciated, have clearly articulated performance standards, know how well they are meeting standards, and have opportunities to develop and improve. Supervisors review employees after the introductory period and at least annually thereafter. Reviews are based upon job-related criteria in the Letter of Hire, contract and/or job description.

The review emphasizes performance improvement and growth rather than fault-finding, and includes self-assessment, supervisory assessment, and, where applicable, feedback from those whom the employee serves.

Both employee and the supervisor sign the appraisal. The original is placed in the employee's personnel file and the employee keeps a copy. The employee's signature indicates that the supervisor and employee have discussed the appraisal, not that the employee agrees with its content. Employees who disagree may submit a separate written response within ten (10) days of receiving the written performance appraisal. The employee's response is placed in the employee's personnel file.

PERFORMANCE IMPROVEMENT AND CORRECTIVE ACTION

Employees are provided performance improvement and corrective action steps so they become aware of performance or conduct problems, and in most cases, have the opportunity to make changes. These steps are normally progressive, but may be skipped or taken out of order if circumstances warrant:

- A. introductory period extension
- B. verbal notice
- C. written notice
- D. written performance improvement or corrective action plan
- E. probation
- F. suspension
- G. reassignment
- H. demotion
- I. termination

Normally, employees are asked to participate in a performance improvement and/or corrective action plan by working with their supervisor on actions they will take to improve their performance or change their behavior.

If the entity receives a complaint or has reason to suspect that an employee has significantly breached a policy, an inquiry and appropriate corrective action follows. Employees must cooperate fully and truthfully in these inquiries. Concealing information, making false or misleading statements, or refusing to participate may lead to corrective action.

SECTION SIXTEEN: CONFLICT RESOLUTION AND GRIEVANCE ARBITRATION

CONFLICT RESOLUTION

The Diocese is committed to providing the best possible working conditions and fair, honest treatment of employees. This commitment encourages an open and frank atmosphere in which problems, complaints, and conflicts are addressed and resolved. Most workplace issues can be addressed directly with the parties using the conflict resolution steps described below. The Diocese strives to ensure fair and honest treatment of its employees. Pastors, principals, and managers are expected to proceed through the conflict resolution process with mutual respect and consideration. Although this process cannot solve all problems to everyone's satisfaction, only by discussing and understanding issues can the entity and the Diocese work together with employees to develop solutions.

Employees are not penalized, formally or informally, for voicing a complaint professionally or for using the conflict resolution process.

Depending on the structure of your school, parish, or other entity, your immediate supervisor may be a principal, pastor, a Chancery staff member, a Board of Directors, or the Bishop.

When an employee files a complaint, a pending or in-process performance improvement or corrective action moves forward as planned.

This process does not apply to disputes involving clergy or religious in their strictly internal affairs or other ecclesiastical matter covered by canon law.

GRIEVANCE ARBITRATION

For situations that cannot be resolved within the entity or the Diocese using the steps described in the EMPLOYEE CONFLICT RESOLUTION PRINCIPLES AND PROCESS, the Diocese's arbitration program allows employees to have their issues heard and decided by a neutral third party through the American Arbitration Association at no cost to the employee. Arbitration is a timely and effective alternative to litigation conducted by those who understand the employer-employee relationship and employment laws and regulations.

Arbitration is normally available only after the internal conflict resolution process has been used, up to and including the diocesan level.

Arbitration does not remove an employee's right to file a claim with the Washington State Human Rights Commission, Equal Employment Opportunity Commission (EEOC), the National Labor Relations Board (NLRB), or any other state or federal government agency seeking administrative resolution of a complaint.

EMPLOYEE CONFLICT RESOLUTION PRINCIPLES AND PROCESS

This process intends to provide employees with a complaint process that encourages them to bring complaints, conflicts, or problems forward as soon as possible to those who can solve them. We want to find solutions that helps you concentrate on the reason we are here - to serve others. Often, we learn something from you that helps all of us work better together. This process is designed to respond to and resolve complaints at the lowest possible level. All involved must abide by these principles of Christian charity, temperance, and tolerance:

- ✓ objectively obtain and present facts
- ✓ strive towards reconciliation
- ✓ maintain professional conduct
- ✓ deal in good faith
- ✓ maintain discretion in communicating about the conflict

If you believe that a condition of employment or a decision, policy, or practice creates an unjust or inequitable situation for you, please use these steps and inform your supervisor or the person to whom you are reporting the issue that you are using this process:

Step 1 – Immediate Supervisor

Present the problem to your immediate supervisor verbally or in writing as soon as possible after an incident occurs to resolve most concerns about job duties, hours, pay, supervision, performance improvement or corrective action, co-worker conflicts, policies, or other working conditions.

If your supervisor is not available and the problem needs immediate resolution, or you believe that the situation may involve your immediate supervisor in a way that makes you reluctant to discuss it with him or her, please present the problem to the next supervisor level or diocesan Human Resources. Absent these circumstances, every effort should be made to allow the immediate supervisor an opportunity to resolve your complaint.

The supervisor should respond to the problem through discussion and consultation and, if deemed appropriate, seek assistance from the pastor, principal, or other management level if further consultation seems warranted.

The supervisor or the person who receives the initial complaint documents discussions and proposed resolutions and makes every effort to respond to your complaint within three (3) working days.

Step 2 - Next Supervisory Level(s)

If the discussion between you and the supervisor at Step 1 does not resolve your complaint, you may present to the next supervisory level a written statement of the problem, why you disagree with the response, and the remedy you propose, within ten (10) working days of receiving the response in Step 1.

This person will respond to you in writing and meet with you within five (5) working days. Either of you can request that the diocesan Executive Director of Human Resources attend this meeting. The Director of Catholic Schools is consulted as appropriate when the complaint involves school employees. The person who receives the Step 2 complaint, and Human Resources if appropriate, documents discussions and proposed resolutions.

Step 3 – Appeal

Once all parish or school supervisory levels (for example ELC Administrator, principal, pastor) have had the opportunity to respond to your complaint and propose a resolution, you may appeal the outcome to the Vicar General of the Diocese who serves as the Appeal Officer for your complaint. To file an appeal, contact the diocesan Executive Director of Human Resources within five (5) working days of receiving the Step 2 response. The Appeal Officer normally requests the appeal in writing, including proposed remedy. Human Resources can assist you with your appeal document as needed, conduct an inquiry if necessary at the Appeal Officer's direction, and meet with appropriate parties and witnesses.

The Appeal Officers normally issues the appeal decision in writing to the complainant with in ten (10) calendar days of receiving the appeal.

Step 3 is the final step in the internal conflict resolution process. Either party to the complaint who is dissatisfied with the internal resolution can request arbitration.

These timeframes may change if circumstances warrant. Sometimes a problem is so serious that skipping a step is appropriate. If you believe this is the case, you are encouraged to talk with the diocesan Executive Director of Human Resources for guidance.

The diocesan Executive Director of Human Resources, (509) 358-7338, is available to guide employees and supervisors through all steps of the conflict resolution and grievance arbitration processes.

NOTE: Former employees who claim wrongful termination may use this process. This process is not used for complaints of unlawful or unjust harassment or discrimination describe in [SECTION NINE: WORK ENVIRONMENT](#) due to the need for unbiased fact-finding and resolution. Harassment and discrimination are considered not only workplace conflicts but law and public policy violations.

See **APPENDIX D** for the Arbitration Agreement

SECTION SEVENTEEN: END OF EMPLOYMENT

WORKFORCE REDUCTIONS

The Church's programs, apostolates, and ministries respond to local pastoral needs and contribute to the Church's overall mission. Some programs and ministries may not be permanent but instead serve short-term purposes, while others render service for many years. Additionally, much of the Church's work depends directly on the local Church community's voluntary contributions. The availability of financial resources often affects the ability to continue specific ministries and projects.

The changing nature of pastoral work means that long-term employment is not guaranteed. If positions need to be reduced or eliminated due to ministry or program changes, every effort is made to give the affected employees at least two weeks' notice.

END OF EMPLOYMENT FOR NON-CONTRACTED EMPLOYEES

Voluntary Resignation

- A. The Diocese is an "at-will" employer and non-contracted employees may resign at any time. However, entities appreciate receiving at least two (2) weeks' written notice of intent to resign.
- B. Employees may be asked to participate in an exit interview with Human Resources or their supervisor or senior manager (i.e. pastor, principal, administrator, or department head).

Termination

- A. In most situations, the entity provides non-contracted employees a minimum of two (2) weeks' notice of intent to end employment. If for any reason the entity determines that the employee should not work during the notice period, the employee is paid for that time.
- B. Supervisors who are considering terminating an employee must consult with the diocesan Executive Director of Human Resources before making a final determination and notifying the employee.

END OF EMPLOYMENT FOR CONTRACTED EMPLOYEES

Voluntary Resignation

- A. During the contract period, contracted employees may voluntarily end their employment with proper notice according to the terms of their contract. They may also request that they not be offered a new contract for the following academic year according to the terms of their contract.

Contract Not Offered

- A. Since a new contract is signed each year, the entity may decide, according to the terms of the contract, not to offer a contract for the next year at senior management's discretion. Although not required by the contract, the entity may provide a reason that the employee is not being offered a contract for the next academic year.
- B. The entity may end employment during the contract period only for cause, according to the terms of the contract.

TERMINATION

Supervisors considering termination must consult with the diocesan Executive Director of Human Resources before making a final decision and notifying the employee. The Diocese's Catholic Mutual Liability Insurance protects a supervisor who terminates an employee only if the decision has been reviewed with Human Resources.

FINAL PAYCHECK

The final paycheck is by direct deposit on the next regularly scheduled payday following the employee's last day on the payroll.

BENEFITS

Health Insurance: Coverage ends on the last day of the month the employee is on the payroll.

Employees may request up to twelve (12) months of Continuation of Coverage for themselves and covered family members at their own expense. THE STATEMENT OF ACTIVE EMPLOYMENT CHANGE is available from Human Resources or the Secured Employee Document Portal: www.dioceseofspokane.org. Continuation of coverage must match the election made as an active employee.

Life and Long-term Disability Insurance: Coverage ends on the last day of the month the employee is on the payroll.

Vacation: Accrued, unused vacation up to the maximum, is paid to the employee in the last paycheck.

Personal Paid Day Off: Unused personal day is not paid out when employment ends.

Sick Leave: Unused sick leave is not paid out when employment ends.

Retirement Plan: Employees may receive distributions from their pension plan account when their employment ends. Employees may contact Human Resources or the Principal Financial Group at www.principal.com for more information.

RETURNING PROPERTY

Before the last day worked, the employee should meet with the immediate supervisor to return the entity's property, including badges, keys, documents, entry cards, cell phones, files, and other electronic devices and equipment. The employee will remove from personal computers all data collected, downloaded and/or created for the entity's business, and will not remove software or data from entity computers. Terminated employees may be requested to provide proof that this data has been removed from personal computers.

Appendix A – Lay Employee Handbook Receipt and Acknowledgment

EMPLOYEE HANDBOOK RECEIPT (CONTRACTED AND NON-CONTRACTED EMPLOYEES)

I reviewed the Diocese of Spokane Lay Employee *Handbook* Personnel Policies and Procedures (“*Handbook*”). I understand this *Handbook* contains important information on policies and employee privileges and obligations. I acknowledge that I am responsible to read this *Handbook* within ten (10) days of having access to it and to request clarification of any provision I do not understand. I may request a printed copy at any time. I further agree to follow all policies in the *Handbook* and any subsequent policies or policy changes communicated to me verbally and in writing.

_____ *Please initial to indicate you have read, understand, and agree.*

CONFIDENTIALITY STATEMENT (CONTRACTED AND NON-CONTRACTED EMPLOYEES)

I understand and agree that information obtained in the course of employment not generally available to the public is confidential and not to be disclosed to anyone not authorized by the Diocese or the entity, or who does not have a legal right to know.

_____ *Please initial to indicate you have read, understand, and agree.*

AT-WILL STATEMENT (NON-CONTRACTED EMPLOYEES ONLY)

I understand and agree that my employment is at will. I understand my employment can end by my choice or the entity’s choice at any time, with or without reason, advance notice, or warning,

I understand and agree that no agreements exist between my employer and me that are contrary to my "at-will" status. I further understand and agree that no one may alter my “at-will” status unless in writing and signed by both the entity and me. I understand and acknowledge that I should neither assume nor imply any promise of employment for any specified period of time except by written agreement. This “at-will” statement sets forth the entire agreement between the entity and me regarding the circumstances under which my employment may end.

_____ **Non-contracted employees** *please initial to indicate you have read, understand, and agree.*

_____/_____/_____
Employee’s Signature *Date*

Appendix B – Federal Family and Medical Leave Act (FMLA) Washington State Family Leave Act (FLA)

1. The information provided below is only an outline of the application of these Acts. The texts of FMLA and FLA are the governing documents.
2. Eligibility for FMLA and/or the FLA requires the employee:
 - A. Work at least twelve (12) months for the entity in the preceding seven years (limited exceptions apply to the seven-year requirement)
 - B. Work at least 1,250 hours for the Diocese over the twelve (12) months preceding the date leave would commence.
3. FMLA and/or FLA leave may be taken for these reasons:
 - A. Birth of a child, or to care or to bond with a newly-born child
 - B. Placement of a child with the employee for adoption or foster care or to care or to bond with the child
 - C. Care for an immediate family member (i.e. spouse, child, or parent) with a serious health condition
 - D. Serious health conditions which render an employee unable to perform his/her job
 - E. Care for a covered service member with a serious injury or illness related to certain types of military service, or
 - F. Handle specific qualifying exigencies arising from one's spouse, son, daughter, or parent being on duty, under a call or order to active duty in the uniformed services, up to twelve (12) weeks.
4. The maximum amount of FMLA and/or FLA leave in a twelve (12) month period for all reasons combined is twelve (12) weeks. For leave to care for a covered service member, the maximum combined leave entitlement is twenty-six (26) weeks, with leaves for all other reasons constituting no more than twelve (12) of those twenty-six (26) weeks. Additional leave may be permitted for pregnancy disability under the FLA.
5. In addition to leave available under FMLA, female employees may be eligible for additional leave during periods of disability associated with pregnancy or childbirth under the FLA.
6. The FMLA and/or FLA allows for paternity leave under certain circumstances.
7. FMLA and/or FLA define a "serious health condition" as an illness, injury, impairment, or physical or mental condition involving either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that:
 - A. Prevents an employee from performing job functions
 - B. Prevents a qualified family member from participating in school
 - C. Causes an incapacity of more than three (3) full calendar days and two (2) visits to a health care provider; or one (1) visit to a health care provider with a continuing regimen of care

- D. Causes an incapacity by pregnancy or prenatal visits
 - E. Results in a chronic condition
 - F. Results in a permanent or long-term condition, and
 - G. Requires absences due to multiple treatments.
8. Other situations may meet the definition of continuing treatment.
 9. A “covered service member” is a member or veteran of the Armed Forces, including the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.
 10. “Serious injury or illness” means an injury or illness incurred in the line of duty while on active duty in the Armed Forces that renders the member medically unfit to perform the duties of the member's office, grade, rank, or rating, or a condition that existed before the beginning of active duty and was aggravated by service in the line of duty while on active duty. For veterans, the injury or illness manifests itself before or after the individual assumed veteran status.
 11. “Qualifying exigencies” include activities such as short-notice deployment, military events, arranging alternative childcare, making financial and legal arrangements related to the deployment, rest and recuperation, counseling, and post-deployment debriefings.
 12. The twelve (12) month leave period is a “rolling” twelve (12) month method, measured backward from the date of any FMLA leave with this exception: for leave to care for a covered service member, the twelve (12) month period begins on the first day the eligible employee takes FMLA and/or FLA leave to care for a covered service member and ends twelve (12) months after that date. FMLA and/or FLA leave for the birth or placement of a child for adoption or foster care should be concluded within twelve (12) months of the birth or placement.
 13. Eligible employees may take FMLA and/or FLA leave in a single block of time, intermittently (in separate blocks of time), or by reducing the normal work schedule when medically necessary for the employee's or immediate family member's serious health condition, or for a covered service member, his or her injury or illness. Eligible employees may also take intermittent or reduced-scheduled leave for military qualifying exigencies. Employees who require intermittent or reduced-schedule leave should try to schedule their leave so that it does not unduly disrupt their workplace operations. Intermittent leave is generally not permitted for birth of a child, to care for a newly born child or for placement of a child for adoption or foster care, and should be taken in at least two-week increments.
 14. The employee may choose whether to use accrued sick leave and vacation while on FMLA leave.
 15. The Washington State Family Care Act that requires employers to allow employees to use accrued paid time off to care for sick family members, who include: (1) children under 18 with a health condition that requires treatment or supervision; (2) a spouse, parent, parent-in-law, or grandparent with a serious health condition or an emergency condition; and (3) adult children incapable of self-care because of a physical or mental disability.

16. A health condition that requires treatment or supervision encompasses routine illnesses and preventative care, while a serious health condition means an illness, injury, impairment, or physical or mental condition involving any period of incapacity or treatment connected with inpatient care (i.e. an overnight stay) in a hospital, hospice, or residential medical care facility, and any period of incapacity or subsequent treatment or recovery in connection with such inpatient care; or that involves continuing treatment by or under the supervision of a health care provider or a provider of health care services and which includes any period of incapacity (i.e., inability to work, attend school or perform other regular daily activities).

17. Health plan coverage during FMLA and/or FLA leave is on the same terms as if the employee had continued to work. If applicable, arrangements are made for the employee to pay his/her share of health plan premiums while on leave. In some instances, the entity may recover premiums paid to maintain health coverage or other benefits for the employee and his/her family. Use of this leave will not result in the loss of any employment benefit that accrued before this leave began.

18. When seeking FMLA and/or FLA leave, the employee should provide Designation Notice – Form WH-382 and Certification of Health Care Provider Form WH-380E or WH-380F as follows:

- A. Thirty (30) days advance notice of the necessity to take FMLA and/or FLA, if it is foreseeable, or notice as soon as practical in the case of unforeseeable leave and consistent with the entity's normal call-in procedures, absent unusual circumstances; medical certification verifying the necessity for leave due to a serious health condition affecting the employee or immediate family member within fifteen (15) calendar days of the employing entity's request to provide certification (additional time may be permitted in some circumstances). Failure to provide certification may delay leave start date, withdraw FMLA and/or FLA leave designation, or deny the leave. In this case the leave of absence would be treated according to standard leave of absence and attendance policies. Second or third medical opinions and periodic re-certifications may be required.
- B. Periodic reports as appropriate during the leave regarding the employee's status and intent to return to work; and medical certification of fitness for duty before returning to work, if the leave was due to a serious health condition. This certification is required to verify the employee's ability to perform the position's essential functions.
- C. Failing to comply with these requirements may result in the delay or denial of leave.

19. As required by law, the entity will inform employees of their eligibility under the FMLA and/or FLA provisions for leave. When an employee is eligible, the entity will provide additional required information, as well as one's rights and responsibilities. If employees are not eligible, the entity will provide reasons for the ineligibility. The will also inform employees when leave is designated as FMLA and/or FLA leave, and note the amount of leave counted against leave entitlement to the extent possible. Notice will be given by the employing entity when the leave is not FMLA and/or FLA protected.

20. Upon returning from FMLA and/or FLA leave, eligible employees normally will be restored to their original job or to a job with equivalent pay, benefits, and other employment terms and conditions.

21. An employee who fails to return to work as scheduled after FMLA and/or FLA leave or exceeds the twelve (12) week FMLA leave and any additional pregnancy-disability FLA leave (for military caregiver leave, the twenty-six (26) week FMLA entitlement), is subject to the Diocese's standard leave of absence and

attendance policies. This may result in end of employment if no other entity-provided leave is available for continued absence. When FMLA leave ends, health plan coverage also ends.

22. It is unlawful for the employer to interfere with, restrain, or deny the exercise of any right provided under FMLA and/or FLA, or discharge or discriminate against any person for opposing any practice made unlawful by the FMLA and/or FLA or for involvement in any proceeding under or relating to the FMLA and/or FLA.

23. FMLA provisions do not affect any federal or state law prohibiting discrimination, or supersede any state or local law or collective bargaining agreement providing greater rights for family or medical leave.

24. This policy should not be construed to confer any express or implied contractual relationship or right to any employee not expressly provided for by FMLA and/or FLA. The entity reserves the right to modify this or any other policy, at its sole discretion to the extent permitted by law. State or local leave laws may also apply.

25. Certain elements of FMLA and/or FLA apply to eligible employees in connection with certain military service-related medical and non-medical needs of family members. The text of the FMLA and FLA should be consulted to determine their specific application.

26. Providing false or misleading information or omitting material information regarding FMLA and/or FLA leave will result in corrective action.

27. Employees may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against their employer.

28. FMLA application forms available on the FMLA section of the U.S. Department of Labor website www.DOL.gov, from Human Resources, or the immediate supervisor:

- WH-380-E** Certification of Health Care Provider for Employee's Serious Health Condition
- WH-380-F** Certification of Health Care Provider for Family Member's Serious Health Condition
- WH-382** Designation Notice
- WH-381** Notice of Eligibility and Rights & Responsibilities

Leave forms for service members, veterans, and their caregivers are also available on the FMLA Section of the DOL website, www.DOL.gov.

Washington Paid Family and Medical Leave (WPFML)

The information below is only an outline of the WPFML. The text of the WPFML is the governing document.

The Washington State Paid Family and Medical Leave is a state-sponsored sick leave insurance program. (RCW.50A.04). The Washington State Employment Security Department (ESD) administers this program to provide up to 12 weeks' job-protected leave to qualified employees (working at least 820 hours in the previous 5 quarters for any Washington State employer). ESD pays employees up to 90% of their gross weekly wage (minimum of \$100, maximum of \$1,000) for birth, adoption, or foster child placement,

employee's serious health condition, or to care for a family member's serious health condition. Employees apply directly to ESD for this leave pay beginning January 1, 2020.

Appendix C - Washington Cares Fund

The WA Cares Fund is a universal benefit all employees earn by contributing a small portion of each paycheck to the fund. You automatically contribute 0.58% of your paycheck to the fund during your working years, starting in July 1, 2023.

After contributing for 10 years (or less if nearing retirement or have a sudden need), employees can access their benefit when they need care. The care need must require assistance with activities of daily living.

After meeting the care need and contribution requirement, employees apply online to access their benefit starting in July 2026. Once approved, the benefit pays up to \$36,500 (adjusted up to inflation) to pay for care.

Those born before 1968 typically have lower contribution requirements and benefits. These employees may apply for a voluntary exemption:

- Workers whose permanent home address is outside Washington
- Temporary workers on a non-immigrant visa (H-1B, R-1)
- Spouses or registered domestic partners of active-duty military members
- Veterans with 70% or higher service-connected disabilities

For program benefit details, click here <https://wacaresfund.wa.gov/how-it-works>

Appendix D – Arbitration Agreement

This Arbitration Agreement is dated ____/____/____ between: Parish/School name ("Entity")
_____ and
Employee name ("Employee")_____.

In consideration of the mutual benefits and obligations of this agreement, the parties agree as follows:

1. Any dispute, controversy or claim arising out of or in relation to Employee's employment with the Entity or the termination of employment (except for claims for workers' compensation and any other matter within a government agency's jurisdiction), is settled by binding arbitration according to the American Arbitration Association rules and procedures.
2. The arbitrator(s) judgment on the award may be entered in any court having jurisdiction.
3. The arbitration proceeding is held at a location mutually convenient to the Employee and the Entity.
4. Civil discovery is permitted for documents and depositions. All discovery is governed by the Superior Court Civil Rules for the State of Washington. All issues regarding compliance with discovery requests are decided by a panel of arbitrators (one arbitrator, unless Employee and the Entity mutually agree to a larger panel) in accordance with American Arbitration Association rules.
5. The arbitrator(s) have the authority to award any remedy or relief that a Washington State superior court could order or grant, including and not limited to, specific performance, a payment of damages, issuance of injunction, or the imposition of sanctions for abuse or frustration of the arbitration process.
6. This Arbitration Agreement does not shorten time limits under which the employee may bring a claim to arbitration. The time limits under which a dispute, claim, or controversy may be brought to arbitration are governed by the applicable statutes of limitations.
7. Following a hearing conducted by the arbitrator(s), the arbitrator(s) issue a signed and dated written opinion and award. The opinion and award decide all issues submitted and sets forth the legal principles and findings of fact supporting each part of the opinion. The arbitrator(s) are permitted to award only those remedies in law or equity requested by the parties and that the arbitrator(s) determine are supported by credible, relevant evidence.
8. Employee and the Entity agree that arbitration in accordance with the American Arbitration Association's rules are the exclusive forum for resolving all disputes arising out of or involving Employee's employment with the Entity or the termination of that employment (except claims for workers' compensation, unemployment benefits, and any other matter within the jurisdiction of a government agency). However, either party may file a request of a court of competent jurisdiction for equitable relief, including and not limited to injunctive relief, pending resolution of any dispute through the arbitration procedure set forth in this agreement. All arbitration awards are binding upon the parties to this agreement.

9. The Entity pays all arbitration fees and costs (including arbitrator fees). Each party pays the expense of its own counsel, experts, witnesses and preparing and presenting evidence.
10. Nothing in this Arbitration Agreement should be construed as precluding the employee from filing a charge or complaint with the Human Rights Commission, Equal Employment Opportunity Commission (EEOC), the National Labor Relations Board (NLRB) or any other similar state or Federal agency seeking administrative resolution of a dispute or claim. However, any claim that cannot be resolved administratively through an agency is subject to this Arbitration Agreement.
11. Employee and the Employer agree that this Arbitration Agreement applies to termination of Employee's employment with the Employer. Employee certifies that he/she is aware that by entering into this agreement, he/she is waiving his/her right to have his/her claims against the Employer, if any, tried before a jury. _____ (*Employee's Initials*)
12. Employee certifies that he/she has read this Arbitration Agreement, understands the provisions in this Agreement, and has had the opportunity to consult with legal counsel before signing this Agreement.
13. **NON-CONTRACTED EMPLOYEES ONLY:** Nothing contained in this Arbitration Agreement alters or modifies the Entity's "at will employment policy. Employment at the Entity is "at-will" and can end by either Employee or the Entity at any time, with or without reason, advance notice, or warning. _____ (*Employee's initials*)
14. Employee certifies that either:

As a job applicant, he/she was given a copy of this Arbitration Agreement and informed that he/she had seven (7) calendar days to review and consider it before accepting or rejecting the job offer and signing below, or

As a current employee of Entity, he/she was given a copy of this Arbitration Agreement, was informed that he/she had thirty (30) calendar days to opt out of this Arbitration Agreement after signing it, and was further informed that employees who opt out of their signed Arbitration Agreement must do so in a writing to their immediate supervisor. **(NOTE: This opt-out provision does not apply to contracted employees, and is available to non-contracted employees hired before December 1, 2016.)**

ENTITY

Signature _____

Date ____/____/____

EMPLOYEE

Signature _____

Date ____/____/____

Appendix E – Drug- and Alcohol-Free Workplace

1. Employees may not use illegal drugs, marijuana, unauthorized controlled substances or unauthorized alcoholic beverages during work hours or on work premises. School personnel may not consume alcohol at any time while on duty, whether on or off school premises. Using wine for Eucharistic celebrations is an obvious exception. Using or possessing alcohol or marijuana on the entity's premises requires explicit permission from the employee's immediate supervisor.
2. Consuming alcohol off-duty should not interfere with an employee's ability to perform essential job duties.
3. Employees may not manufacture, cultivate, distribute, dispense, or process marijuana, illegal drugs or other unauthorized or mind-altering or intoxicating substances while performing work duties away from the premises. Lawful controlled substances illegally or improperly obtained are included in this policy.
4. Employees may have and use lawfully prescribed drugs according to the prescription as long as performance and the safety of him/herself and others is not impaired.
5. Employees may not have any illegal or unauthorized controlled substance in their physical system while at work and should not work if the amount of lawfully controlled substance in their system impairs their ability to perform their duties.
6. Employees may possess, authorize, and dispense legal drugs when necessarily part of assigned duties. Dispensing marijuana, alcohol, illegal drugs, and otherwise lawfully prescribed drugs without proper medical authorization and procedure to students and minors is strictly prohibited and is grounds for immediate termination.
7. Employees who observe or have knowledge of another employee in a condition that impairs job performance duties, or who presents a safety or welfare hazard to self or others, or who is violating this policy, must promptly report this to their immediate supervisor.
8. An employee may be required to submit to drug/alcohol screening when the entity reasonably suspects that he/she may have violated this policy. Reasonable suspicion may arise from, among other factors, supervisory observation, co-worker reports or complaints, performance decline, attendance or behavioral changes, results of drug searches or other detection methods, or a work-related injury or accident.
9. An employee who serves in a safety-sensitive position or who works directly with students and other minors may be tested on random or periodic bases. Various job classifications are categorically subject to random or periodic drug testing as permitted by applicable state and federal laws.
10. To enforce this policy, the entity may investigate potential violations and require personnel to undergo drug/alcohol screening, including urinalysis, blood tests or other appropriate tests and, where appropriate, searches of all the entity's premises, including, but not limited to work areas, personal articles, employees' clothes, desks, work stations, lockers, and personal or entity-owned vehicles.

Refusing to cooperate with searches or investigations, to submit to screening or for failing to execute consent forms when required is subject to corrective action.

11. When a supervisor or senior manager (i.e. pastor, principal, administrator, department head,) reasonably suspects that an employee has violated the substance abuse policy, the supervisor, or designee, may inspect lockers, work areas, desks, purses, briefcases, and other locations or belongings without prior notice, to ensure a work environment free of prohibited substances.

An employee may be asked to be present and remove a personal lock. Locked areas or containers do not prevent the entity from searching that area, thus employees should not expect privacy for personal belongings brought onto the premises. Where an employee is not present or refuses to remove a personal lock, the entity may do so, and compensate the employee for the lock. Searches will be coordinated with management personnel. The entity may use unannounced drug detection methods to conduct searches.

12. Violations of this policy may lead to corrective action.

Appendix F – Hiring Process

EQUAL OPPORTUNITY

The Diocese is an equal opportunity employer. Applicants are not unlawfully or unjustly discriminated against on the basis of race, national origin, sex, disability, medical condition, age, religion, veteran's status, genetic information, marital status, or any other criteria protected by federal and state law. The Diocese and its entities reserve the right to favor Catholic applicants and to consider Catholic teachings in employment decisions that directly impact the church's pastoral mission. As religious organizations, each entity may make hiring decisions in light of the Catholic Church's religious teachings, beliefs, practices, and canon laws.

JOB APPLICATION PROCESS

Normally, positions are filled through a recruiting process that includes advertising so that qualified individuals may learn about and apply for open positions.

Each entity's hiring process should include:

1. Published job description/posting
2. Individual(s) making the final hiring decision
3. Three professional references, including the candidate's previous employer
4. Criminal background check
5. Safe Environment training. (If not done during orientation, training should be completed within the first 30 (thirty) days after hire date)
6. I-9 proof of eligibility to work in the United States
7. Interview with at least three individuals. (School Principal interviews should include the Director of Catholic Schools).

The entity may waive or abbreviate parts of this process for temporary positions.

BACKGROUND SCREENING

The Diocese conducts background screening on all employees that may include fingerprinting, drug testing, references, and/or credit checks based on type of position. Background screening is a sound business and safety practice that helps the entity maintain a safe and productive work environment free from violence, harassment or misconduct, and provides information on the employee's fitness for the position. Employees may begin working only after passing the background check.

Appendix G – Personnel File

When an applicant accepts an employment offer, the employing entity opens a confidential personnel file in his/her name. Documents collected in the hiring process are kept in his/her personnel file, including:

1. Contract or hire letter
2. Signed Handbook Acknowledgment form
3. Signed Arbitration Agreement
4. Signed Code of Conduct
5. Signed Disclosure Form
6. Safe Environment Background Check and Training Summary Form
7. Introductory period performance evaluation
8. Performance improvement and growth plans
9. Annual performance evaluation (with employee commentary, if any)
10. Corrective action notices
11. Relevant correspondence or documentation
12. Documents required by law

Employees' personal information not generally available to the public should be private and confidential, with access limited to the employee and authorized individuals. Documents will be released from a personnel file only with the employee's consent, except for legal processes.

Employees may review their personnel file with reasonable notice to the immediate supervisor.

Employees may have copies of all documents they have signed or and which they are entitled to by law.

Employees may correct or clarify information in their personnel file. Employees may respond in writing to items on file they consider false or incorrect; responses are maintained in their personnel file.

REFERENCES AND EMPLOYMENT VERIFICATIONS

Entities may respond to employment reference inquiries by stating only job duties and dates of employment, unless the former employee gives written approval to provide a more detailed reference.

Appendix H – Expense Reimbursement

1. Employees are reimbursed for reasonable business expenses for approved business. Reimbursable expenses include those for pre-approved attendance and participation in work-related meetings, conferences, and workshops, including meals and pre-approved travel.
2. Employee should submit documentation and receipts for reimbursement and comply with the entity's specific financial policies.
3. Employees may use a private vehicle to conduct work-related business and are reimbursed for mileage expenses after submitting of a copy of a valid driver's license, vehicle description, and proof of automobile third-party liability insurance coverage for bodily injury and property damage, and supervisor's written approval. Mileage is paid at the current IRS rate. Travel between residence and of work place is not reimbursed. Use of personal vehicles is not reimbursed if the entity provides one.
4. Employees may use an entity-provided debit/credit card only for pre-approved work-related expenses.

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