



ST. GERARD PARISH EMPLOYEE HANDBOOK

APPROVAL BY THE PASTOR

This Employee Handbook is approved for the Parish of St. Gerard, and shall become effective on January 1, 2021. It shall supersede any other previous policies and shall not be negated by any other parish policy issued before this date.



Signature

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The Diocese of Lansing handbook is available at:
<https://www.dioceseoflansing.org/human-resources>

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1.0 EMPLOYMENT POLICY

1.1 GENERAL EMPLOYMENT POLICY: St. Gerard Parish reserves the right to establish suitable requirements and conditions of hiring and continued employment. However, the law recognizes that religious organizations may impose religious affiliation or practice as a Bona Fide Occupational Qualification. To this degree, it is parish policy to comply with all applicable laws in spirit as well as in specific detail.

1.2 CONDITIONS OF EMPLOYMENT: Personnel decisions (hiring, firing, promotion, compensation, privileges and conditions of employment) will be made without regard to race, color, ethnic background, physical or mental handicap unrelated to the ability to do the job, height or weight, status of children or child care arrangements, pregnancy, age, gender, national origin or citizenship; and, unless the direct responsibilities of a position require it, religious affiliation and practice. Personnel decisions are to be based on the qualifications and suitability of the applicant, and no requirement unrelated to the job will be imposed unless otherwise required by canon law.

When possible, priority consideration for employment should be given to a person of Catholic Faith in good standing with the Catholic Church. In the course of employment if a situation should arise that would change the Employee's relationship and standing in the Catholic Church, the employment status would need to be addressed satisfactorily to the employer.

1.3 RELIGIOUS AFFILIATION AND PRACTICE: Catholic employees must support and exemplify in conduct both Catholic doctrine and morality as defined by the Bishop of this diocese. They must be consistent in expression and conduct with the teachings of the Catholic Church and shall not advocate, encourage or counsel beliefs or doctrines contrary to the teachings of the Catholic Church.

Although certain positions require an employee to be a Catholic, there are other positions in which the applicant or employee need not be a Catholic but must support and exemplify in conduct both Catholic morality and doctrine. In such positions, the employee should not be excluded on the basis of religious affiliation. However, all employees must be consistent in expression and conduct with the teachings of the Catholic Church and shall not publicly advocate, encourage or counsel beliefs or doctrines contrary to the teachings of the Catholic Church.

1.4 PERSONS WITH DISABILITIES: St. Gerard Parish will reasonably accommodate the disabilities of otherwise qualified applicants or employees, unless undue hardship will result.

1.5 Diocese of Lansing Handbook: Employees are also obligated to comply with the handbook for the Diocese of Lansing. <https://www.dioceseoflansing.org/human-resources>

2.0 HIRING PRACTICES

2.1 RIGHT TO PRE EMPLOYMENT INVESTIGATION: St. Gerard Parish has the legal right to investigate the suitability of applicants for positions of employment. This right includes seeking and obtaining certain items, with the written permission of the applicant:

- a) Professional certification or licenses, academic and training transcripts
- b) References from previous employers and personal references
- c) Psychological or medical assessments or reports, including freedom from communicable diseases and or the use of illicit substances.

2.2 CRIMINAL CHECK: St. Gerard Parish requires that a background check for criminal records be conducted for final applicants for employment.

2.3 REFUSAL OF INVESTIGATION: St. Gerard Parish has the right to deny employment to an applicant who refuses to give permission for the types of investigations in sections 2.1 and 2.2.

2.4 APPROVAL OF EMPLOYMENT: All appointments or hiring will be made by the canonical administrator (Pastor) or delegate.

2.5 ACKNOWLEDGMENTS: The canonical administrator (Pastor) or delegate will obtain the new employee's signed acknowledgment of receiving the employee handbook and any other policies or regulations pertinent to the job. The standard parish "Acknowledgment" will be used. (Form included in the handbook, Pg. 22). If the acknowledgement is not signed, it will be assumed that the employee has access to the handbook via the Parish Website at <https://www.stgerard.org/employees>

2.6 PROBATIONARY STATUS: Employees hired to fill an ongoing position, full time or part time, shall be subject to an initial training period of at least three calendar months. The training will focus on the duties to be performed and, for ministerial employees, on the ministerial nature of employment. The training permits the employer to evaluate the employee's performance and it also provides an opportunity for both the employer and the employee to assess whether the position is appropriate for the employee's professional interests and skills, and, as appropriate to the position, commitment to ministry.

2.7 CITIZENSHIP VERIFICATION: Prior to hiring any employee, her/his eligibility for employment must be verified according to the Immigration Reform and Control Act of 1986. The appropriate forms must be completed by the prospective employee and the employer, and kept in the employee's personnel file.

3.0 JOB DESCRIPTIONS AND POSITIONS OF EMPLOYMENT

3.1 STANDARD JOB DESCRIPTION:

- a) Each paid position should be classified and detailed by a job description.
- b) The job description shall be prepared by the canonical administrator or delegate, or the hiring supervisor.

3.2 JOB DESCRIPTION REQUIREMENTS: Each job description shall accurately detail the activities and identify the position according to the following:

- a) The title (or job classification) which conveys the functions of the position;
- b) The requirements and qualifications of the position;
- c) The duties and responsibilities of the position;
- d) The relationship of the position to others in terms of lines of authority and responsibility.

3.3 EXEMPT/NON EXEMPT: All employees will hold one of the following designations of employment status according to the Federal Fair Labor Standards Act (FLSA) of 1938:

EXEMPT EMPLOYEES: Supervisors, administrators and professionals are exempt from the FLSA and, therefore, do not receive overtime pay or compensatory time. To be exempt, at least 80% of a person's work must be executive or administrative in nature, requiring the regular exercise of discretion and independent judgment.

NON EXEMPT EMPLOYEES: Employees who perform work other than executive or administrative work as defined by the FLSA, must receive compensation for overtime at a rate of time and a half as legally required. Positions falling into this category generally include support and auxiliary personnel.

3.4 EMPLOYMENT RELATIONSHIP: The lay employment relationship is "at will", and is terminable at the will of either the employer or the employee. This means that, just as any employee may terminate his or her employment with the employer at any

time, for any reason or for no reason, so may the employer terminate a lay employee at any time, for any reason or for no reason. This employment relationship may not be modified by oral statements of others and can be modified only by a written instrument signed by the Bishop. All employees will hold one of the following designations of employment status according to the Federal Fair Labor Standards Act (FLSA) of 1938:

3.5 TYPES and DEFINITIONS OF POSITIONS:

FULL TIME, PART TIME, SEASONAL AND TEMPORARY:

- a) **Full-Time:** An employee who is scheduled to work full-time on a **continuous** basis will be compensated on a salary or hourly basis. "Full-Time" means at least 30 hours per week. Paid holidays are described in (sec.9.2.). Compensation will be at a biweekly rate and benefits as described later in this policy.
IE: School and Parish Maintenance, School and Parish Secretary, Childcare Dir.
- b) **Full-Time Teacher/Administration:** "Full-Time" refers to the normal full day of instruction throughout the school year, along with other periods of presence required by the contact. Compensation will be at a biweekly rate over a 12 month period and benefits as described later in this policy.
IE: Classroom Teacher, Principal.
- c) **Part-Time 1:** An employee who is scheduled to work 20-29 or more hours per week, but less than full-time, on a continuous basis may be compensated on a salaried or on an hourly basis.
- d) **Part-Time 2:** An employee who is scheduled to work less than 20 hours per week on a continuous basis may be compensated on a hourly basis and is ineligible to receive benefits except those required by law. *IE: Evening Maint. Preschool Workers, Counselor, Childcare, Lunch Room, Playground, etc.*
- e) **Seasonal/School Calendar:** An employee who may be scheduled to work 20 or more hours per week, but not on a continuous basis and for less 5 than months throughout the year. Employees have no guarantee of further employment after the current season is complete. Need for position is evaluated on a yearly basis based on projected participation, enrollment and financial ability. Seasonal employees typically have multiple breaks in employment that may include; Presidents Day, Spring Break, Easter Monday, Memorial Friday, Summer, Christmas Break, Labor Day Friday, Wednesday of Thanksgiving, etc.
- f) **Temporary:** An employee who is hired into one of the above categories, but for a limited and specified period of time not to exceed one year, is a temporary employee who does not satisfy the "on a continuous basis" requirement of the preceding paragraphs. During this time the employee is eligible only for workers compensation benefits.

3.6 BENEFITS ELIGIBILITY:

A. The following benefits apply to all employees, regardless of hours worked:

- 1) Social Security: St. Gerard Parish pays the employer's matching contribution.
- 2) Workers' Compensation: Each employee is covered by the Workers' Compensation Act. An employee injured on the job and disabled by the work injury shall be compensated as provided by the workers' compensation statute.
- 3) Unemployment Compensation: The Diocese has voluntarily established a self-insurance unemployment fund under the provisions of the Michigan Employment Security Act. Lay employees who are qualified by the Michigan Employment Security Commission are eligible for unemployment insurance and for as many weeks as are prescribed under the state law.

B. The following benefits apply to full time and part time 1 employees.

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

- 1a) **Medical Insurance:** Comprehensive medical coverage with a prescription drug rider for the **employee** through a Community Blue PPO provided by the MCC.

Medical coverage for the spouse and dependents is covered through the premium sharing described below, Married employees have the choice of obtaining diocesan coverage or the spouse's coverage, but not both.

2 person coverage	\$150 per payroll
Family coverage	\$175 per payroll
** Premium amount is determined annually and may change**	

If an employee's normal weekly work schedule is under 40 hours, but at least 30 hours, the cost of health benefits will be shared by the employee and employer in percentages as follows:

Hours Worked Per Week	Employer Share	Employee Share
20-29	0%	100%
30	60%	40%
35	75%	25%

- 1b) **Dental and Vision Insurance-** Optional and paid in full by the employee.
- 2) **Group Life Insurance:** Insurance is provided based on the employee's annual base salary. Coverage begins the month following employment.
- 3) **Disability Insurance:** This insurance provides for 2/3 of the base salary when the employee is incapacitated by accident or illness. Coverage starts on the 10th workday after disability or when the employee's accumulated sick leave is used.
- 4) **MCC Retirement Plan:** The plan is non-contributory and is paid by the employing institution. Retirement benefits become vested after five years of credited service.
- 5) **Cash compensation of \$3,250.00** during a fiscal year is given to those employees who have medical insurance elsewhere and do not choose to obtain coverage from the diocesan employing unit. This compensation is paid in equal installments through payroll each pay period. The amount will be prorated over the balance of the year for new employees. *This amount is determined annually and may change.*

4.0 HOURS OF OPERATION

During a normal workday, consisting of 8 hours, all employees are entitled to a lunch period. The scheduling of the lunch period will be at the discretion of the individual supervisor and may vary. The normal work week consists of 40 hours and 5 working days of 8 hours each. The standard daily schedule should consist of 7.5 hours of work and a 30 minute lunch. Teachers schedule will vary.

5.0 COMPENSATION REPORTING PROCEDURES

5.1 SOCIAL SECURITY CONTRIBUTION: The proper amount will be withheld and paid to the federal government on each employee's earnings. The amount withheld from the employee must be matched by the employer and remitted to the federal government regardless of hours worked.

5.2 PAYROLL WITHHOLDING: State, local and federal taxes must be withheld as the law provides. St. Gerard Parish will also withhold any amount required by court or legal order, and may, within reason, allow for deductions to credit unions, tax shelters, etc. Employees are to receive itemizations of all withholding.

5.3 WAGE GARNISHMENT: St. Gerard Parish will comply with any court order governing the garnishment of wages. No employee will be disciplined, discharged or threatened on the basis of a single garnishment. Any intention to discipline or discharge an employee on the basis of multiple garnishments must be discussed with the diocesan legal advisor by contacting the Chancery office before any action is taken.

6.0 REIMBURSABLE EXPENSES

With the approval of the canonical administrator or delegate employees are reimbursed for authorized and documented expenses incurred in connection with attendance at conferences, meetings and for other official business: including meals, telephone, travel, lodging, fees, etc. If the job description regularly requires such travel, approval is understood to be granted.

However, the amount of such reimbursement is to be a budgeted item, and the employer is not obliged to provide reimbursement in excess of the approved budget.

All employees will be reimbursed for use of their cars for authorized business travel on a mileage basis determined from the office of assignment to the place of service. The reimbursement per mile will be 50 cents per mile.

6.1 Contracted Teacher Educational Reimbursement –

Policy to be determined annually by the Pastor or Director of Operations

St. Gerard Parish is committed to insuring the professional development of its teaching staff. We will reimburse graduate courses according to the following policy:

1. St. Gerard Parish will reimburse 50% of approved graduate courses up to a maximum of 12 credits per year for full-time contracted teachers.
 - a. Credits must be from an accredited institution.
 - b. Credits should be a requirement of a degree or graduate certification program.
 - c. Credits must be approved by the School Principal.
 - d. Registration or matriculation fees are not reimbursed.

2. Eligibility
 - a. Sept. 1st of start of second year of teaching at St. Gerard School.
(Excludes the summer after year 1.)
 - b. Full-time teachers receive up to 12 credits (4 classes) per school year.
 - c. Proof of completion must be submitted to the principal.
 - d. Summer Courses - require a signed contract.

7.0 OVERTIME

7.1 DEFINITION OF OVERTIME: Overtime is defined as **time worked** in excess of 40 hours in one week and does not include paid lunches. Overtime applies only to non-salaried employees.

7.2 AUTHORIZATION OF OVERTIME: Overtime work shall have the advance authorization of the immediate supervisor or the canonical administrator. No employee may authorize her/his own overtime. Overtime work should be avoided on a sustained basis.

7.3 COMPENSATION OF OVERTIME: Approved overtime work in excess of 40 hours per week will be compensated at a rate of 1.5 times the hours worked. To receive overtime, an employee must work 8 hours. Paid lunches do not count toward overtime.

8.0 ABSENCES

8.1 DEFINITION OF ABSENCE: Absence is the failure to report for work and to remain at work as scheduled. It includes late arrivals and early departures as well as absence for an entire day. It does not include authorized absences for holidays, vacations, approved leaves of absence and other leaves for which approval has been given under the terms of these policies.

8.2 ABSENCE WHILE EMPLOYED ELSEWHERE: If an employee reports her/himself as ill, and is found to be engaged in gainful employment elsewhere, then the employee may be subject to suspension and/or dismissal.

9.0 ANNUAL PERSONAL/VACATION LEAVE:

Leave is applicable to regular full time employees.

9.1 CALCULATION OF LEAVE:

- a) Annual leave for exempt and non-exempt will be recorded on a fiscal year basis. Each fiscal year annual leave, though it is earned on a monthly basis, will become available for use by employees as of July 1*.

*First year exempt and non-exempt employees annual leave will become available as earned.

- 1) Exempt year round employees shall receive 20 days of annual leave with pay.

- 2) Non-exempt employees shall be entitled to annual leave with pay according to the following schedule:

<u>COMPLETED SERVICE</u>	<u>LEAVE DAYS</u>
1 - 12 MONTHS*	12 DAYS
(First year leave earned at a rate of 1 day per completed month.)	
1 YEAR	13 DAYS
2 YEAR	14 DAYS
3 YEAR	15 DAYS
4 YEAR	16 DAYS
5 YEAR	17 DAYS
6 YEAR	18 DAYS
7 YEAR	19 DAYS
8+ YEAR	20 DAYS

Annual leave should be taken in units of 4 hours or 1 day.

Employees with specific school calendar related duties should take no more than 50% of their allotted leave time during school operation times. New employees (exempt and nonexempt) who are hired before the July 1 fiscal year will receive a prorated portion of the first year's annual leave. If hired more than 180 days prior to July 1, their first full fiscal year of employment will be considered their second year for annual leave purposes. If hired 180 days or less prior to July 1, their first full fiscal year of employment will be considered their first for annual leave purposes.

- b) Individuals who terminate their employment with the Parish will be eligible for only the earned portion of their annual leave for the year in which they terminate.
- c) Annual leave must be approved by the immediate supervisor and reported to the Director of Operations. Parish needs will determine appropriate leave times.
- d) In those cases where employees are hired from Diocese of Lansing parishes, schools, or units, the person's seniority may be taken into consideration for purposes of determining annual leave. A letter from the previous unit stating full time start date and end date is required.
- e) Full-time employees working fewer than 40 hours per week shall have their annual leave prorated based on the average number of hours actually worked per week. Full-time school employees will be prorated based on the school year.
- f) Unused annual leave can be carried over but must be used before Oct. 1 of the new fiscal year or forfeited.

- g) Leave time shall not be considered as time worked for purposes of computing overtime.

Contracted Teacher Leave

Full time teachers can use two days of leave during each school year for personal business. These leave days do not accumulate from one school year to the next. A school teacher is not paid for unused sick or personal leave days. Personal leave will be converted to sick leave if not used. A school teacher who works less than full time is credited with sick and personal leave at a proportionally reduced rate that reflects the number of regularly scheduled hours.

9.2 HOLIDAYS AND HOLY DAYS:

The following paid holidays are observed for full time year round employees.

9.21 For pastoral staff and year round employees

The afternoon of Good Friday (½ day)
Memorial Day, July 4, Labor Day
Thanksgiving and the Friday after Thanksgiving
½ Day Dec. 24, Dec. 25, Dec. 26
½ Day Dec. 31, Jan. 1

9.22 For school year full time employees

The afternoon of Good Friday (½ day)
Memorial Day, Labor Day
Thanksgiving and the Friday after Thanksgiving
½ Day Dec. 24, Dec. 25, Dec. 26
½ Day Dec. 31, Jan. 1

When a holiday falls on a Sunday, it is observed on the following Monday.

When a holiday falls on Saturday, it is observed on the preceding Friday.

Employees may have to make adjustments to this rule because of the nature of their work for the parish, e.g. Custodial & Pastoral personnel.

9.3 ILLNESS DURING LEAVE: If an employee becomes ill during leave time, the time can be charged to temporary disability leave.

10.0 SNOW/WEATHER DAYS:

The entire workplace of St. Gerard parish/school will normally never close. In the event that the school portion of the plant is closed, only **contracted teachers** will be granted leave with pay. A full time benefitted employee electing not to report to work is

expected to notify the immediate supervisor and to use leave time on these occasions. Part-time, temporary and seasonal employees would be paid for time actually worked.

11.0 TEMPORARY DISABILITY LEAVE – Sick Leave

Sick leave for exempt and non-exempt will be recorded on a fiscal year basis. Each fiscal year sick leave, though it is earned on a monthly basis, will become available for use by employees as of July 1*.

*First year exempt and non-exempt employee's sick leave will become available as earned at a rate of 1 day a month after the first 2 months of employment for a maximum of 10 sick days for the first year of employment.

- a. Sick leave must be taken in units of 4 hours or 1 day, and** shall not be considered as time worked for purposes of computing overtime.

New employees (exempt and nonexempt) who are hired before the July 1 fiscal year will receive a prorated portion of the first year's sick leave. If hired more than 180 days prior to July 1, their first full fiscal year of employment will be considered their second year for annual sick leave purposes. If hired 180 days or less prior to July 1, their first full fiscal year of employment will be considered their first for annual sick leave purposes.

- b. Full Time Year Round employees - (10) days** sick leave will be available July 1 of each fiscal year for full time employees who are not contracted teachers or school year employees.

- c. Teacher Sick Leave - Full Time Contracted teachers** will receive 10 Sick Days.

- d. Full Time School Year employees -** will receive 8 Sick Days.

e. Uses:

Sick leave may not be used for instance that would normally fall under the guideline of personal/vacation leave.

Sick leave may be used in the case of illness of employee and/or an immediate family member (spouse, mother, father, child, and sibling) or other relative who depends upon the employee for care.

Unused sick leave may be carried over each fiscal year and accumulate up to a maximum of 60 days as of July 1st. No compensation shall be made for unused sick leave upon termination, regardless of the reason for termination.

Earned temporary disability leave is transferable to other units of the Diocese up till their allowable amounts. **Transferred temporary disability leave must be agreed upon in writing by both units.** A letter from the previous unit stating full time start date, end date and amount of earned sick leave is required.

The parish may take appropriate action when an employee has frequent or extended absences including, but not limited to, placing the employee on leave. **A doctor's note is required upon the third consecutive days of illness.**

12.0 MATERNITY LEAVE

It is the intention of the parish to treat pregnancy, childbirth and related medical conditions as it would any other form of temporary disability. This includes allowable pay and other benefits. The provisions of the Equal Employment Opportunity Act (Title VII), 1972 will be observed by the Parish. A pregnant worker may not be compelled to go on leave if she is still able to work.

13.0 JURY DUTY LEAVE

13.1 The Parish encourages its employees to cooperate in performing their civic responsibilities by serving in the jury system when requested. Employees will be paid their regular salaries while serving on jury duty, less the compensation received for jury duty.

13.2 In the case of teachers, the institution is to observe the Department of Education and Formation Policy #4151.5 (Teachers are encouraged to defer such duty to non-school months).

14.0 RESERVE AND ACTIVE MILITARY SERVICE

14.1 A regular employee who has completed six months of continuous employment satisfactorily shall, by approval of the immediate supervisor, be granted military leave of absence to engage in a temporary tour of duty with a branch of service not to exceed 15 consecutive calendar days in a calendar year.

14.2 If military pay is less than the normal wage or salary, the institution shall pay the employee the difference.

14.3 However, the following guidelines shall be adhered to when any employee is called to active duty as a reservist (that is known as an Interruption of Contract by Operation of law):

- a) The person shall be assured of the position, with full benefits, when the tour of duty ends, subject to these conditions: the person shall seek reinstatement within the time required by law, be physically qualified for the position, and have a creditable military record (honorable discharge).

- b) The employer is not bound to continue payment of salary or maintain benefits to the person while on active duty.

14.4 If an employee voluntarily enlists for military service, other than in a reserve capacity, this is treated under the terms of a voluntary termination of employment by resignation.

15.0 BEREAVEMENT LEAVE

15.1 Paid bereavement leave to a maximum of five days shall be granted for the death and funeral of a spouse, child, step-child, grandchild, sibling, parent, step-parent, grandparent, parent-in-law, or child-in-law, or of another relative living in the employee's home. One day paid leave will be granted to attend the funeral of a relative not named in the preceding sentence.

15.2 In the case of extenuating circumstances requiring more than the allowable absence, such leave time may be deducted from the accumulated paid annual leave.

15.3 Bereavement leave is not to be considered annual vacation time nor used in the computation of overtime or compensatory time.

16.0 PERFORMANCE APPRAISAL

Evaluations are done by the immediate supervisor for the purpose of promoting the continual growth and development of the employee. These evaluations may be written or oral, and may be requested by any employee at any time.

17.0 PERSONNEL RECORDS

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

18.0 DISCIPLINARY ACTION

In some instances, the best system for correcting undesirable performance or conduct is progressive discipline. However, the employer retains the full discretion inherent in the at-will employment relationship, which includes the right to bypass some or all steps of progressive discipline. If progressive discipline is used, it will be utilized in the following steps:

- a) The employee will be given an oral reprimand by her/his immediate supervisor. Time frame for correction will be made in a supervisory memo to the employee and placed in the personnel file.
- b) If the oral reprimand does not correct the problem the employee will be given a written reprimand. All written disciplinary statements shall include suggestions and time frame for improvement and/or corrective measures, with copies given to the employee and placed in the personnel file of the employee.
- c) If improvement is evidenced within the time frame, the supervisor shall document in writing the examples of the improvement with copies for the employee for her/his personnel file. If the improvement is not evidenced within the noted time frame, disciplinary action or dismissal may be pursued.
- d) Any employee may reply to her/his written disciplinary statement, with a copy placed in that employee's personnel file.

19.0 TERMINATION OF EMPLOYMENT

1. Resignations — An employee has resigned if he or she voluntarily chooses to leave employment. Absence for three consecutive work days without notifying the supervisor is also considered a resignation. In the case of a voluntary decision to leave employment, the employee is requested, as a matter of professional courtesy, to notify the supervisor of the intent to resign at least two weeks prior to actual resignation.

Failure to provide proper notice of resignation will result in forfeiture of any unused vacation pay.

2. Retirement — An employee has retired if he or she leaves employment in accordance with an applicable retirement program. In situations where an employee is qualified for and is considering retirement, the employee should notify the employer 90 days prior to the retirement. In addition, the employee should contact the Michigan Catholic Conference at 1-800-395-5565 at least 60 days prior the retirement to secure the necessary forms to apply for retirement plan benefits.

3. Elimination of Position — An employee's employment will cease if his or her position is eliminated. The decision to eliminate a position is within the sole discretion of the pastor, pastoral coordinator, principal, or administrator.

4. Dismissal — An employee is dismissed if employment is terminated at the employer's discretion. The decision to dismiss an employee shall be made by the pastor, pastoral coordinator, principal, or administrator. Depending upon the circumstances, and in the sole discretion of the employer, appropriate notice and/or an appropriate severance package may be provided to the employee.

5. Basis of Dismissal — Employment with the employer is at-will. This means that, just as any employee may terminate his or her employment with the employer at

any time, for any reason or for no reason, so may the employer terminate the employment of an employee at any time, for any reason or for no reason. However, as a practical matter, most dismissals are caused by the employee's performance problems or failure to meet behavioral expectations. The following is a list of examples of the kinds of behaviors that may result in immediate dismissal:

- a. Failure to perform adequately in the job classification.
- b. Malpractice, malfeasance, or unethical practice.
- c. Theft, fraud, embezzlement, or dishonest record-keeping.
- d. Lying to a supervisor.
- e. Flagrant misconduct, including but not limited to insubordination, intimidation, harassment, unprofessional conduct, or violation of the substance-abuse or prohibited-harassment policies.
- f. Clear and present danger to the person or property of others.
- g. Behavior or advocacy that is contrary to the teachings of the Catholic Church.
- h. Breaches of confidentiality, including without limitation disclosure of Social Security numbers, or of confidential medical, psychological, counseling, educational, or criminal history record information.
- i. Political activity that improperly entangles the employer or that improperly uses the employer's time, facilities, properties, or assets.
- j. Conviction of a "listed offense" under the Sex Offenders Registration Act, MCL 28.722(k), or of an offense that is incompatible with continued employment.
- k. Repeated failure to notify supervisor of absences or abuse of policies regarding annual leave or sick leave.
- l. Failure to abide by the employer's policies and rules.
- m. Bullying, taunting, stalking, or similarly harassing or demeaning a fellow employee or volunteer.

6. Termination of Benefits — Upon termination, an employee is eligible for any salary earned but not yet received, and any pro-rated paid time off earned but not yet taken. Sick time is not paid out upon termination or retirement.

7. Employees who are terminated from employment by the employer will be provided a minimum of the current month's continuation of their current MCC provided health insurance coverage.

8. No Right to Recall — An employee whose employment has been terminated does not have any right to be recalled to the job at a later time, even if the original reason for the termination has been resolved.

20.0 EARNED WAGES OF TERMINATED EMPLOYEES

Terminated employees will be paid the wages that they have earned at the time of termination. They will be paid for any unused AND earned annual Vacation time. Sick time is not compensated for.

21.0 TERMINATION REMEDIES AND DAMAGES

The Parish reserves the right to seek compensation by legal means for any loss which it suffered by the actions of a terminated employee during the time of her/his employment.

22.0 EXIT PROCEDURES

22.1 The immediate supervisor will arrange for return of any properties, access to checking or savings accounts, keys, documents, electronic media, etc. by the terminated employee. The final pay check will not be issued until these items are returned to the parish.

24.0 SEXUAL HARASSMENT

24.1 The Parish absolutely prohibits sexual harassment of anyone in any form. Such conduct may result in disciplinary action up to and including dismissal.

24.2 Employees who have complaints of sexual harassment should report such conduct to their supervisor. If this is not appropriate, employees may seek the assistance of the moderator of the curia of the diocese. Where an investigation confirms the allegations, prompt corrective action will be taken in agreement with the Diocese of Lansing.

25.0 SUBSTANCE ABUSE BY EMPLOYEES

25.1 Any employee found to be selling, purchasing, distributing, using or in possession of illegal/illicit drugs while on parish property shall be reported to the police as soon as possible and may be suspended and/or dismissed.

25.2 Any employee who arrives at work under the influence of alcohol or illegal drugs may be terminated. However, supervisors are expected to use good judgment in determining where such influence is a result or side effect of prescribed and legitimate medication. In this case, the supervisor should arrange for the safe return of the employee home for the day, the remainder of which is treated as sick time (temporary disability leave).

25.3 However, in the case of legal/licit drugs which are suspected to be part of a chemical dependency, the employee may be referred to a drug rehabilitation program.

26.0 CIVIC SERVICE AND POLITICAL ACTIVITY AND OUTSIDE EMPLOYMENT

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

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

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

No employee of St. Gerard Parish is permitted to speak in the name of St. Gerard Parish or to use parish stationery and/or titles when expressing a personal opinion on political issues, particularly those that involve partisan politics and/or elections. All personnel of the Parish are to follow the "Guidelines for Pastors and Parishes on Lobbying and Electioneering" approved by the Michigan Catholic Conference Board of Directors, September, 1990.

28.0 CHILD ABUSE

In accordance with state law and/or diocesan policy, administrators and other parish employees shall be required to report immediately any suspected cases of child abuse or neglect involving a child under the age of 18 to the proper authority. The "Mistreatment of Minors Policy" is binding on all institutions of the diocese.

29.0 HEALTH AND SAFETY

29.1 The Occupational Safety and Health Act of 1970 requires that the administration furnish all staff a place to work free from recognized hazards, and in compliance with safety and health standards proclaimed under the Act.

29.2 The administration is required to maintain accurate records and prepare reports of work related deaths, injuries and illness.

29.3 All personnel have a duty to comply with these safety and health standards and report immediately to the administration any and all work related injuries as well as unsafe conditions.

30.0 CONFIDENTIALITY

All employees are to refrain from discussing any information of a confidential or ministerial nature with persons other than appropriate staff, unless they are the appropriate person who is approved to know such information. No employee is authorized to release information such as names, addresses, or phone numbers to outside sources without the approval of the canonical administrator or delegate.

31.0 TUITION DISCOUNTS AND PROF. DEVELOPMENT REIMBURSEMENT

30.1 Tuition discounts for employees are optional and will be determined on an annual basis at the discretion of the Pastor and Director of Operations.

30.2 Reimbursement for Professional Development will be determined on an annual basis at the discretion of the Pastor and Director of Operations.

ACKNOWLEDGMENT

I acknowledge that I have received the 2021 St Gerard Parish Handbook and acknowledge that the Catholic Diocese of Lansing Employee Handbook is available online, governing employment with diocesan entities including parishes and schools of the Diocese. The Handbook, which may be amended from time to time, outlines my privileges and benefits, as well as my responsibilities and obligations as an employee, and I understand that I am bound by these responsibilities and obligations. I understand and agree with the provisions of the Handbook, which include, but are not limited to, the following six items:

- 1. My employment is “at will,” meaning that my employment can be Terminated at any time, by me or my employer, for any or no reason.**
- 2. My employer is a Roman Catholic religious institution and the nature of my employment will be considered to be ministerial.**
- 3. In both personal and professional life, I must exemplify the moral teachings of the Catholic Church. I must not teach, advocate, model, or in any way encourage beliefs or behaviors that are contrary to the teachings of the Catholic Church. If I have questions regarding the teachings of the Church, I will contact the Chancellor of the Diocese of Lansing.**
- 4. The Catholic Diocese of Lansing, including the entities within it that employ me may, without notice or cause, conduct an initial or updated background check on me at any time for any reason or no reason.**
- 5. Any previously signed arbitration agreement, providing that arbitration is the exclusive remedy for employment disputes, is void.**
- 6. I understand that I must bring any demand, claim, or suit within the shorter of the following two deadlines: (1) the applicable statute of limitations, or (2) 180 calendar days after the occurrence of the event precipitating the demand, claim, or suit. Any time limit to the contrary, including any longer time limit, is waived.**

_____ Printed name of Employee

_____ Signature of Employee _____ Date