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 ways to assist in fostering her mission. As you carry out your service working for a parish, Catholic school, the Chancery or other ministry within the diocese, we seek 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. I recognize the unique nature of the relationship between the Church as employer and you, her ministers, as employees. I honor, value and respect the great work accomplished through your commitment. Your initiative, creativity and ideas about improving our services are welcomed and encouraged. 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, parish-established or incorporated parish Catholic schools, the Chancery, and Bishop White Seminary. Other ministries have their own personnel policies. Likewise, priests 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 employees with the policies, practices, benefits, and conditions of employment within the diocese, consistent with our Catholic teaching and tradition. When circumstances warrant, the Bishop has the discretion to depart from these policies. Supervisors cannot change these policies or make decisions inconsistent with these policies or Catholic Church teachings.

Please contact your supervisor should you have questions about this Handbook.

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

In Christ,

Most Reverend Thomas A. Daly
Bishop of Spokane
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INTRODUCTION

Employees in each corporation (“entity”) within the Catholic Diocese of Spokane (“Diocese”) are hired and supervised consistent with all civil and church laws regarding 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.

All employees, except those contracted for their services (Catholic school administrators and teachers) are “at will.” This means that employment is a mutually agreed on 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. Nothing in it creates or is intended to create a promise or representation of continued employment for a definite term. Only the Bishop (or his designee) is authorized to enter into any agreement that modifies “at-will” employment as stipulated in this Handbook; these agreements must be in writing. This Handbook supersedes all previous handbooks and all documents governing lay personnel.

Since employees work directly for the entity where they are located, day-to-day decisions that affect them in their work, such as duties, schedules, supervision, policy interpretation, conflict resolution, and performance improvement and corrective action, are normally made by management personnel at each entity. When circumstances warrant, managers seek guidance and direction from the next supervisory level (i.e. pastor, school principal, department head or Vicar General), and/or Human Resources.

The immediate supervisor who oversees the area of work designated in the employee’s contract or letter of hire is the best person to provide assistance or answer questions concerning an employee’s job or this Handbook’s policies. When appropriate, the employee may be referred to the next supervisory level and/or Human Resources. Within these policies is an employee complaint resolution and grievance arbitration process intended to achieve positive and fair resolution of all 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 which directly impact the church’s pastoral mission. Our equal opportunity policy reflects the broader vision of diversity embodied in statements from the United States Conference of Catholic Bishops, such as “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

A. Employment by Contract

A.1 Certificated Catholic School Principals, Assistant Principals, and teachers work under the terms of signed contracts. When a conflict occurs between the contract and this Handbook, the terms of the contract prevail. Employment contracts are signed only by the contracted employee, the employing entity, and the Office of Education.

B. Employment by Letter of Hire

B.1 All employees (except contracted principals, assistant principals, and teachers) 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 level and payment method
e) Immediate supervisor’s name and job title
f) “At will” notice
g) Explanation of introductory period
h) Description of benefits package and directions to website access to coverage and enrollment forms
i) Parking policy and expense
j) Link to on-line Lay Employee Handbook
k) Information about new employee and job orientations
l) Statement that employment is contingent upon successful background check
m) W-4
n) I-9
o) Direct Deposit Authorization

B.2 New hires sign and return the Employee Handbook Receipt and Acknowledgement as formal recognition that they are aware of these policies, have had an opportunity to read the Handbook and ask clarifying questions, and agree to use this Handbook’s conflict resolution and grievance arbitration processes for all employment disputes.

B.3 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 the background check is successfully completed.

C. Introductory Period

C.1 The first sixty (60) days of employment for new non-contracted employees is an introductory period to observe and evaluate the performance, attendance, service-oriented attitude, and overall interest in one’s job. The introductory period is extended by the number of days an employee has excused absences from work.

C.2 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, employees receive a written performance appraisal from their immediate supervisor that states:
a) continued employment, or  
b) introductory period extension, or  
c) end of employment

C.3 Successfully completing the introductory period does not alter the “at-will” employment relationship.

D. Employment at More than One Entity

D.1 Concurrent employment by more than one entity (e.g. a combination of parish, school, 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, sources and levels of compensation, work schedules, and benefits.

D.2 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.

D.3 Employees may work in jobs 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 advance written approval from senior management.

E. Rehire Provisions

E.1 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.

E.2 Employees rehired after more than ninety (90) calendar days have new anniversary and benefits eligibility dates.

E.3 All rehired non-contracted employees serve a new sixty (60) day introductory period.

F. Transfer of Benefits

F.1 Benefits-eligible employees who transfer to another benefits-eligible position within the Diocese do not lose or have an interruption in benefits. The benefit accrual rate continues based on the new work schedule.

F.2 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.

G. Personnel Record Information Changes

G.1 Employees should promptly notify the immediate supervisor of changes in name, address, phone number, number of dependents, emergency contact, or other relevant information.
H. Employment of Relatives

H.1 Employment of relatives in the same entity is prohibited to avoid potential problems of supervision, safety, security, conflicts of interest (or the appearance of), or employee morale. An employee may not be supervised by any relative with decision-making authority regarding job assignment performance evaluation, compensation, promotion, or transfer.

H.2 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).

H.3 This policy also applies to employment of persons where a personal relationship exists that in the entity’s sole discretion may result in actual or perceived conflict of interest or nepotism.

H.4 The Office of the Bishop must approve all exceptions before hire.
SECTION THREE: EMPLOYEE CLASSIFICATION

A. Exempt/Non-Exempt and Salaried/Hourly

A.1 Exempt employees are in executive, professional, or administrative decision-making positions, normally as department heads, school administrators, teachers, and ELC Directors. These individuals are excluded from specific provisions of state and Federal law requiring overtime pay, minimum wage, and record keeping.

A.2 Non-exempt employees normally perform non-supervisory, office, and support functions that include educare workers, grounds and maintenance, bookkeepers, and office assistants. Non-exempt employees receive 1 ½ times their hourly rate in overtime pay for work over forty (40) hours in a single workweek and are covered by minimum wage and record keeping requirements. Employees working for the same entity performing both exempt and non-exempt work are paid overtime if 50% or more of their primary duties are non-exempt.

A.3 Employees are also classified as salaried or hourly for pay purposes. Hourly employees are paid for the number of hours they work; salaried employees are paid for the duties they perform rather than according to the number of hours they work to perform these duties. Although hourly employees are typically nonexempt and salaried employees are typically exempt, hourly/salaried status and exempt/non-exempt status are separate determinations.

B. Full-Time Employees - Benefits-Eligible

B.1 Full-time employees scheduled to work at least thirty-five (35) hours per week are eligible for these benefits:
- paid vacation – for those working 12 months per year
- paid sick leave
- paid holidays – for those working 12 months per year
- one paid personal day each calendar year
- health care plans - medical, dental and vision life and disability insurance
- employer-paid retirement plan - 401a
- employee-paid voluntary retirement plan - 403b
- statutory benefits such as Social Security and Workers’ Compensation
- time away from work and leaves of absence as required by law

B2. Employees not working 12 months per year receive health care coverage if their work schedule averages 30 or more hours per week, or 1300/year.

See Section Six: Benefits for coverage information, contact Human Resources or visit the Secured Employee Document Portal on the diocesan website www.dioceseofspokane.org.

C. Part-Time Employees - Benefits-Eligible

C.1 Part-time employees scheduled to work twenty-five (25) or more hours per week are eligible for these benefits:
- paid vacation – for those working twelve (12) months per year
- paid sick leave
- one paid personal day each calendar year
- health care plans - medical, dental and vision (employees not working 12 months per year receive health care coverage if their work schedule averages 30 or more hours per week)
- life and disability insurance
- employer-paid retirement plan - 401a
- employee-paid voluntary retirement plan - 403b
- statutory benefits such as Social Security and Workers’ Compensation
- time away from work and leaves of absence as required by law

C.2 Part-time employees scheduled to work at least twenty (20) hours per week are eligible for these benefits:
- paid vacation – for those working twelve (12) months per year
- paid sick leave
- one paid personal day each calendar year
- employer-paid retirement plan - 401a after one (1) year of employment and 1,000 hours worked
- employee-paid voluntary retirement plan - 403b
- statutory benefits such as Social Security and Workers’ Compensation
- time away from work and leaves of absence as required by law

C.3 Part-time employees scheduled to work less than twenty hours (20) per week are eligible for these benefits:
- paid sick leave (except Professional Services employees)
- one paid personal day per calendar year
- employee-paid voluntary retirement plan - 403b

See Section Six: Benefits for coverage information, contact Human Resources or visit the Secured Employee Document Portal on the diocesan website homepage www.dioceseofspokane.org.

D. Temporary Employee

D.1 Temporary employees work on special projects, or “fill-in” for a short set period of time, usually up to 6 months.

D.2 After one (1) year of continuous employment, temporary employees automatically receive the status and benefits of a full-time or part-time employee depending on hours worked per week.

On-Call Employee

E.1 On-call employees work on an as-needed basis for a short period of time, less than thirty (30) hours per week (averaged over a period of twelve (12) consecutive months).

E.2 After one year of continuous employment at thirty (30) hours or more per week, employees are re-classified to the appropriate work status.

E. Employees Providing Professional Services in Liturgy

F.1 Music and choir directors, musicians, cantors, organists and wedding/funeral coordinators paid for their services are classified as full-time, part-time, or on-call employees. (Note: Professional Services employees do not receive paid sick leave because they receive a premium hourly rate for rehearsals and performances)
SECTION FOUR: WORK SCHEDULE

A. Standard Work Week and Hours of Work

A.1 The standard workweek from Sunday 12:01 a.m. to Saturday at midnight, comprised of seven (7) 24-hour consecutive time periods. A 35-hour workweek is considered full-time employment. Each entity determines work schedules and hours considering type of service provided, and specifies them in the employee’s Letter of Hire, Contract, or separate document.

B. Meal Periods

B.1 Non-exempt employees who work more than five (5) hours a day are required to take a thirty (30) minute work-free, unpaid meal period no earlier than two (2) hours into a shift but no later than the end of the fifth hour of work.

B.2 Employees are relieved of their job responsibilities during meal periods.

B.3 Designated employees in limited situations may be required to work during meal periods based on their duties. Working during meal periods is allowed only if job duties require it, and the employee and the entity agree in writing. Working meal periods are paid as hours worked.

C. Rest Periods

C.1 Although state law requires all non-exempt employees to be offered a ten-minute (10) paid rest period for every four (4) hours worked, the Diocese provides fifteen minute (15) rest periods, to be taken so far as practicable in the middle of each four-hour work period but no later than the end of the third hour of the shift. Depending on location and duties, employees may be permitted, with supervisory approval, to schedule rest periods at their discretion or to break up each fifteen minutes into smaller periods throughout the day.

C.2 Rest periods may not be used to shorten the workday, extend lunch periods, work overtime, or be accumulated.

D. Absenteeism and Tardiness

D.1 Employees are expected to report on time each day and work through their scheduled time.

D.2 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 immediate supervisor as soon as practical. Employees who leave work early should also notify their supervisor and obtain permission as far in advance as possible.

D.3 When absent for more than three days due to illness or accident, the employee may be required to obtain medical documentation.

D.4 Employees who fail to report to work without contacting the immediate supervisor are subject to corrective action. Employees who do not report for work or call in for three (3) consecutive workdays are considered to have voluntarily resigned from employment.
D.5 Because absenteeism and tardiness, even for good reasons, disrupt operations and interfere
with the ability to serve parishes, schools, parishioners, students, clients, and co-workers,
employees who are excessively absent or tardy are subject to corrective action.

E. Meetings

E.1 Individual or staff meetings may be held to provide information, training, job counseling or to
review operating policies. Employee are required to attend all meetings to which they are called.
SECTION SIX: BENEFITS

A. Health Plan Coverage – Medical and Dental

A.1 Benefits-eligible employees and their qualifying dependents (at employee expense) are covered by medical and dental health insurance plans, unless opted out in writing. Additional compensation may not be offered as an incentive to waive coverage.

A.2 Coverage for contracted, benefits-eligible employees begins on the first of the month following the first day of their contract. If the first day of the contract falls on the first day of the month, coverage begins on that day. Coverage for non-contracted benefits-eligible employees begins on the first of the month following sixty (60) calendar days of employment, not to exceed ninety (90) calendar days.

Medical and dental plan information is available from Human Resources and by visiting the Secured Employee Document Portal at www.dioceseofspokane.org

A.3 Eligibility requirements:
   a) Contracted teachers/principals contracted for a minimum .71 FTE, equaling twenty-five (25) hours per week for the school year.
   b) Certified substitute teachers working an average of thirty (30) hours per week over the school year.
   c) Non-contracted employees scheduled to work an average of twenty-five (25) hours per week.
   d) 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.
   e) 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 May 1- April 30 review period are eligible for health plan coverage beginning July 1 of the review year.
   f) Employees not working 12 months per year receive health care coverage if their work hours average 30 or more hours per week, or 1,300 per year.
   g) Eligibility transfers from one entity to another

A.4 Employees whose employment ends for any reason or whose hours are reduced below the health plan 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. The Diocese does not participate in COBRA continuation of benefits coverage.

B. Life and Long-Term Disability Insurance

B.1 Benefits-eligible employees receive life and long-term disability insurance at diocesan expense. Plan information is available from Human Resources or in the benefits section of the Secured Employee Document Portal on the diocesan website homepage www.dioceseofspokane.org

B.2 Employees cannot opt out of life and long-term disability coverage.
C. Workers' Compensation Insurance

C.1 All employees receive workers’ compensation insurance. The Diocese pays the “employer portion” of the premium for Washington State workers' compensation insurance. The "employee portion" of the premium is deducted from the employee’s gross wages every month. Coverage provides benefits to employees whose injury or illness arises out of their employment. The Washington State Department of Labor and Industries determines whether an employee’s injury or illness qualifies for these benefits.

C.2 Reporting Requirements: 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).

911 Emergency Services is immediately called 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.

C.3 Deliberately filing a false or fraudulent Workers' Compensation claim is a crime under Washington State law.

C.4 Employees may not be discharged, threatened with termination, or retaliated against for filing or making known their intention to file a Workers' Compensation claim.

Social Security

D.1 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.

D. Retirement Plans

E.1 401(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 first 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 will have their hours reviewed each and every subsequent calendar year. Employees must be at least twenty-one (21) years old to participate.

E.2 The Diocese 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.

Plan details are available from Human Resources and by visiting the Secured Employee Document Portal on the diocesan website homepage at www.dioceseofspokane.org
E.3 403(b) plan: All employees may elect to participate in the Diocesan 403(b) Plan (a tax-deferred annuity retirement program) from their hire date. Employees must be twenty-one (21) years of age and actively employed. Contributions are deducted from the employees’ gross earnings pre-tax. Employees must be at least eighteen (18) years of age.

Plan details are available from Human Resources and by visiting the Secured Employee Document Portal on the diocesan website homepage at www.dioceseofspokane.org

F. Funeral Services Discount

Holy Cross Funeral and Cemetery Service is pleased to offer the following to the Diocese of Spokane and its entities.

Employee and his/her Immediate Family Discount………………………………………………..25%

Employee discounts (At-need or Pre-need) are provided to those who are currently employed full-time by the Diocese of Spokane and recognized entities for the purchase of cemetery plots, niches, crypts and HCFC Funeral Service plans. Discount is applied to the Location amount or Funeral Service Plans only. Discount may not be combined with any other discounts. All employee discounts need the approval of the Director of Cemeteries. Discount is offered to the employee and their “Immediate” family. (Spouse, Children). A 10% discount can be offered to the employees’ “Extended” family (Parents, Siblings). 5% discount for Part-time employees.
SECTION SEVEN: TIME AWAY FROM WORK

A. Paid Holidays

A.1 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
- Independence Day
- Labor Day
- Veterans’ Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Eve Day
- Christmas Day

A.2 When New Year’s Day, Christmas Day or Independence Day falls on a Saturday, the previous Friday is the paid holiday. When these holidays fall on a Sunday, the following Monday is the paid holiday.

A.3 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.

A.4 Each entity selects an alternate date for a paid holiday if an employee is required to work on the actual holiday.

A.5 The number of holiday hours recorded on the timesheet corresponds with the employee’s regularly scheduled hours.

B. Paid Vacation

B.1 All non-contracted twelve (12) month employees scheduled to work twenty (20) or more hours per week receive paid vacation time.

B.2 Employees start accruing vacation at date of hire and can use them after completing the sixty (60) day introductory period. Vacation days do not accrue during unpaid leaves of absence.

B.3 Employees may accumulate up to a maximum of 2 years’ worth of vacation accrual based on their years of service.

B.4 Eligible employees accrue annual paid vacation as follows:
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.

B.5 Employees should 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.

B.6 Employees do not receive pay in lieu of taking vacation except as follows:

a) Permanent reduction of hours - when an employee’s scheduled hours are permanently reduced as follows:
   ♦ 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’ of maximum time described in B.4 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 in B.4 above
   ♦ Permanent reduction in 12-month position – when an employee’s position is reclassified from 12 months to <12 months, the employee receives pay the employee will receive pay for all vacation earned at the higher accrual rate as a percentage of maximum full-time accrual and begin earning vacation at the new part-time accrual rate, described in B.4 above.

b) Transfer - when an employee transfers to another location, all accrued, unused vacation up to two (2) years’ of maximum vacation time, as described in B.4 above, will be paid to the employee by the entity the employee is leaving

c) End of employment – when employment ends for any reason, the employee receives pay for all accrued, unused vacation hours up to two (2) years’ of maximum vacation time described in B.4 above.

B.7 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.

C. Sick Leave

C.1 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.

C.2 Sick leave starts accruing on the first day of employment as follows:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Accrual Rate</th>
<th>Maximum Accumulation</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-1</td>
<td>2 weeks x hours worked/week ÷ 12</td>
<td>4 Weeks</td>
</tr>
<tr>
<td>1 to 10 years</td>
<td>3 weeks x hours worked/week ÷ 12</td>
<td>6 Weeks</td>
</tr>
<tr>
<td>10-25 years</td>
<td>4 weeks x hours worked/week ÷ 12</td>
<td>8 Weeks</td>
</tr>
<tr>
<td>25+ years</td>
<td>5 weeks x hours worked/week ÷ 12</td>
<td>10 Weeks</td>
</tr>
</tbody>
</table>
- **Contracted full-time employees** accrue sick leave as stipulated in their contract
- **Contracted part-time employees** accrue pro-rated sick leave based on their work hours as stipulated in their contract
- **Full-time non-contracted employees** accrue one (1) day per month
- **Part-time non-contracted employees** accrue one day per month pro-rated based on their work hours

C.3 Maximum sick leave accrual is ninety (90) days.

C.4 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 % 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 % of accrual remains 100% - 720 hours at full-time and 350 hours for half-time.

C.5 Non-contracted employees may use accrued sick leave after successfully completing their sixty (60) day introductory period.

C.6 Sick leave does not accumulate during unpaid leaves of absence.

C.7 Accrued sick leave transfers with the employee to a new position within the Diocese if the new position is eligible for sick leave.

C.8 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 has been notified 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.

C.9 Consistent with the Washington State Sick Leave Law, all non-exempt employees accrue a minimum of one sick hour for each 40 hours worked.

C.10 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.

C.11 Accrued sick leave may not be used by another employee, and is not paid out at end of employment.
D. Personal Day Off

D.1 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.

E. Bereavement Days

E.1 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.

E.2 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.

E.3 Employees working < 20 hours per week employees may take unpaid bereavement leave for an immediate family member. The supervisor may grant up to an additional two (2) days for necessary travel.

F. Civic Duty Days

F.1 Jury duty: Employees summoned to jury duty should present the court certificate to their immediate supervisor. Unless required by Federal or state law, eligible employees receive up to five (5) days paid time. If circumstances warrant, the supervisor may grant additional paid time. Employees released from jury service early must report for work. Jury duty is recorded on the timesheet.

F.2 Witness duty. Full and part-time 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. Witness duty is recorded on the timesheet.

F.3 Voting: Because employees may vote by mail in Washington State, they do not receive paid time off to vote.

F.4 Military duty: Employees serving military duty are treated consistent with applicable state and federal laws.

G. Leaves of Absence

G.1 Eligible employees may take approved periods of absence from work for injury or extended illness, childbirth, 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.

G.2 Non-contracted employees may be granted a leave of absence after successfully completing their introductory period.
G.3 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.

G.4 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 provision for return to work when leave is completed.

G.5 During a leave of absence the employee should provide periodic status updates to the immediate supervisor. Changes in the duration of the leave should be reported immediately to the supervisor.

G.6 The employee continues to pay his/her share of the health plan premium (except for applicable state and Federal medical and family leaves), and pays dependent premiums by the first of each month to ensure continued coverage. The employee also pays his/her share of any premium increases.

G.7 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.

G.8 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.

G.9 Job protection is provided for leaves covered by the Family and Medical Leave Act (FMLA), Washington State’s Family Leave Act (FLA) and the Washington Paid Family and Medical Leave (WPFML) Reasonable efforts are made to hold an employee’s job for the duration of an approved leave of absence not covered by the FMLA/FLA/WPFML.

G.10 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 chosen to end his/her employment.

H. Personal Leave of Absence

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

H.2 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.

H.3 Available vacation may be used for personal leave; vacation, sick leave, and holidays do not accrue during personal unpaid leaves of absence.
I. The Federal Family and Medical Leave Act (FMLA), Washington State Leave (FLA) and Washington Paid Family and Medical Leave Laws (WPFML)

I.1 The FMLA, FLA, and WPFML provide eligible employees an unpaid, job-protected leave for qualified family and medical reasons. The maximum amount of leave under these two 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. FMLA, FLA, and WPFML are specific to each employee’s circumstances and accrued benefits. For this reason, an employee requesting FMLA, FLA, or WPFML should meet with the supervisor as far in advance as possible to establish an understanding of these circumstances and to allow the employee to make informed decisions.

I.2 Consistent with Washington State law, employees who apply for WPFML and FMLA concurrently may choose whether or not to use their accrued sick leave and vacation for their FMLA leave.

I.3 Forms to apply for FMLA are available on the FMLA section U.S. Department of Labor website www.DOL.gov, from 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.

Leave forms for WPFML are available on the Washington State Employment Security Department website at paidleave.wa.gov/workers.

See APPENDIX B for complete FMLA, FLA, and WPFML policies and procedures.
SECTION EIGHT: ETHICAL AND RESPONSIBLE CONDUCT

A. Conduct

A.1 The Diocese relies on the good judgment of 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.

A.2 Conduct policies are applied in a manner that does not interfere with or limit employees’ rights under applicable Federal and state laws. This includes protections under civil rights and nondiscrimination laws as stipulated 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.

A.3 Employees must conduct themselves lawfully, ethically, and morally consistent with the principles of professionalism, confidentiality and loyalty. 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) actual or threatened physical violence
   f) possessing firearms or other weapons on entity property
   g) 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
   h) unlawful discrimination/harassment
   i) failing to adhere to the Diocese’s Code of Conduct and Safe Environment policies for children, youth and vulnerable adults
   j) behavior counter to the Church’s moral teachings
   k) conduct outside work hours that is visibly contrary to the religious or professional character of the Diocese and/or the entity
   l) moral turpitude – conduct that is contrary to community standards of honesty, good morals, or justice

B. Conflict of Interest

B.1 Employee should always act in the best interests of their employing entity by using sound judgment and avoid being unduly influenced by personal interests, or involve themselves in conduct that creates the fact or appearance of a conflict of interest.
B.2 Conflicts of interest arise when an employee takes advantage of his/her position for personal gain. Examples include but are not limited to: using the entity’s information for private gain; being involved in activities that conflict with Catholic Church teachings; using one’s spouse or relatives as vendors or suppliers; or accepting commissions, kickbacks, gifts or gratuities from suppliers.

C. Dishonesty and False Statements

C.1 Employees must:
   a) always be honest in their dealings with co-workers and those whom the entity serves
   b) not falsify, omit or materially misrepresent information on applications, medical histories, invoices, time sheets/cards, investigative questionnaires or other official document
   c) 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, the incident should be reported to the next supervisory level and/or diocesan Human Resources.

D. Personal Appearance

D.1 The Diocese does not have a specific dress or appearance code but relies on the good judgement of its employees to be modest and professional so as not to distract from or disrupt the working or learning environment. Employees should use habits of personal grooming, hygiene, and clothing that reflect one’s position responsibilities, logos, or insignia should not distract or offend, or violate diocesan harassment and discrimination policies; facial hair should be trimmed and presentable.

D.2 Immediate supervisors determine appropriateness of attire and appearance.

D.3 Employees who report to work in unacceptable attire or accoutrement may be requested to leave work and return in acceptable attire. This time away from work is normally without pay.

E. Consensual Relationships Between Employees

E.1 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 caused by the relationship.

E.2 Employees who have influence or authority over participation in education, ministry, religious, athletic or community programs offered or sponsored by the entity may not engage in amorous or sexual relationships with participants.

E.3 Lay ministers and counselors should not engage in amorous, sexual or otherwise inappropriate relationships with co-workers or individuals whom they serve.

E.4 Employees should avoid inappropriate displays of affection at work.
F. Personal Visits

   F.1 Personal visits by friends or relatives during work hours must not distract from or disrupt normal business operations.

G. Confidentiality of Information and Records

   G.1 The entity retains records according to diocesan policies and civil/canon law. Questions regarding record retention should be directed to the employee’s immediate supervisor.

   G.2 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. If unsure of the confidential nature of information, file or record, employees should consult their immediate supervisor. Access to records does not authorize employees to disclose their contents.

   G.3 Confidential or proprietary information includes, but is not limited to, phone numbers, addresses, health conditions, sacramental status and the identification of individuals who have confidential appointments with other personnel.

H. Solicitation and Distribution

   H.1 Employee should not solicit, advertise or distribute materials in the workplace that are inappropriate or interfere with normal operations.

I. Theft

   I.1 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.

J. Violations of conduct policies are subject to corrective action as described in this Handbook. 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.
SECTION NINE: SAFE ENVIRONMENT FOR CHILDREN, YOUTH, AND VULNERABLE ADULTS

Diocesan policies for protecting children, youth and vulnerable adults are in the Diocesan Policy Manual, 7.01.02, www.dioceseofspokane.org and are incorporated by this reference as though fully set forth herein.

Employees are responsible for knowing and complying with these policies and protocols.

Employees must be current on Annual Safe Environment training as a condition of continued employment.
SECTION TEN: WORK ENVIRONMENT

A. Disability Accommodation Requests

A.1 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.

A.2 The immediate supervisor considers disability accommodations requests. Information about the disability accommodation process is available from diocesan Human Resources.

B. Smoke Free Facility

B.1 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.

C. Drug and Alcohol Free Workplace

C.1 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 D for the complete policy.

D. Unlawful Harassment

D.1 The Diocese and its entities are committed to working, learning, and pastoral environments free from all forms of illegal harassment based on the protected categories of race, religion, color, sex, gender identity and expression, sexual orientation, gender identity/expression, 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 harassment from those whom it serves. Harassment must be reported to the immediate supervisor or diocesan Human Resources.

D.2 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 or unwelcome conduct based on one or more of the protected categories identified in this policy is prohibited, as is any harassing conduct that unreasonably interferes with the ability to do one’s job, or participate in the learning or pastoral environment.

D.3 Mandatory safe environment training for all new employees includes unlawful harassment in the workplace, 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 but 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 commentaries 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 concerning a person's gender, perception of the person's gender; or gender identity/expression  
h) verbal conduct concerning a person's physical characteristics regarding their gender and or size or shape of a person's body or body parts.

D.4 Employees experiencing or observing unlawful harassment must promptly inform their immediate supervisor and/or diocesan Human Resources. If the supervisor is the alleged offender, the next supervisory level should be informed. The one receiving the report should inform Human Resources within twenty-four (24) hours of receiving the complaint.

D.5 The Diocese takes every unlawful harassment complaint, including anonymous complaints, seriously and will conduct an inquiry in a timely and thorough manner. Employees who make a good-faith complaint or for cooperating in an investigation will not be retaliated against.

D.6 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 corrective action in cases of harassment by nonemployees.

E. Workplace Violence

E.1 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.

E.2 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.

E.3 Acts of violence and threats of violence, including discussing the use of dangerous weapons, even jokingly by an employee, are grounds for immediate termination.

E.4 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.
F. Safety

F.1 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 ELEVEN: USE OF TECHNOLOGY

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

A. Computers, Tablets, Smart Phones, E-Mail, Voice Mail, Internet

A.1 Employees use both entity-provided equipment and personal equipment connected with the entity and/or its network on a regular or intermittent basis.

A.2 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.

A.3 Only an employee’s diocesan email or the parish/school domain email is acceptable in the course of one’s job. Personal e-mail addresses may not be used for the entity’s business. Additionally, employees may not use diocesan or parish/school domain email to conduct personal business.

A.4 Software installed 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.

A.5 Employees must always use electronic devices and systems consistent with diocesan polices, applicable laws and regulations, and not contrary to the Diocese’s and the entity’s best interests. The following 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 relating to race, religion, color, sex, sexual orientation, gender identity and gender 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
   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) use or allow another individual to use these systems for any purpose that damages or jeopardizes the
h) Diocese’s reputation and mission or is detrimental to its interests
i) violate or fail to comply with laws applicable to trademarks, copyrights, patents and licenses to software and other electronically available information
j) solicit personal business opportunities or conduct personal advertising
k) engage in gambling of any kind, monitoring sports scores, or playing electronic games
l) 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
m) violate diocesan social media, social networking and weblogs policy
n) violate the federal Anti-SPAM law
o) transmit unsolicited commercial electronic mail promoting the entity’s services without prior authorization from the employee’s supervisor
p) transmit unsolicited commercial electronic mail promoting the employee’s personal business, goods, products and services
q) initiate transmission of a commercial e-mail message that contains or is accompanied by false or misleading information
r) 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
s) take unauthorized photographs or videos using any handheld device, whether Diocesan-owned or personal, on entity property
t) use devices to photograph, video record or otherwise record any minor for any reason unless prior written permission has been granted by the minor’s parent or legal guardian.
u) 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, and video drives or other monitoring methods.
v) 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.

B. Handheld Devices and Driving

B.1 Operating a motor vehicle while using handheld devices in performing 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.

B.2 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.

B.3 Traffic violations resulting from using handheld devices are the employee’s sole responsibility.
C. Social Media, Social Networking and Weblogs

C.1 The Diocese uses social media as a valuable tool for business and ministry and employees may be required to use these platforms as part of their job responsibilities.

C.2 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, parishioner’s, 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.

C.3 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 has been 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 on-line activity that reflects or may reflect negatively on the Catholic Church, the Diocese, its affiliates, employees, parishioners, students, clients, volunteers and others we serve

C.4 Employees should not expect privacy while using social media, the networks, and internet programs while at work or on the entity’s equipment. Information created, transmitted, downloaded, exchanged or discussed may be accessed by the entity 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.

C.5 Violations of the Use of Technology policy are subject to corrective action.
SECTION TWELVE: USE OF FACILITIES

A. Work Areas

A.1 Employees should maintain clean and orderly work areas to promote efficiency and prevent unsafe working conditions and potential accidents.

B. Property Misuse and Damage

B.1 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.

C. Hazardous and Toxic Materials

C.1 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.

D. Bulletin Boards

D.1 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.

E. Fax and Copy Machines

E.1 Employees may use the entity’s fax and copy machines for non-work related purposes if approved by their immediate supervisor. Employees may not use these machines to transmit, receive or copy materials deemed offensive, insulting, or conflict with Catholic Church teachings. Employees receiving such materials via fax, mail, or any other source should inform their immediate supervisor.

F. Copyrights

F.1 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.

G. Keys and Entry Cards/Codes

G.1 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.
H. Personal Use of Facilities

H.1 Employees may use Diocesan facilities, property, or equipment only with their supervisor’s advance approval.

I. Parking

I.1 Employees should park their vehicles in designated areas. Each entity informs employees of any parking expense.

J. Mail/Letterhead

J.1 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.

J.2 The entity’s postage meter and stamps, business seal and/or letterhead should be used only for the entity’s business.

K. Use of Employee Image or Likeness

K.1 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.

K.2 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.

L. Media Requests

L.1 All media requests for interviews or information should be referred to the entity’s manager or the Office of Communications.
SECTION THIRTEEN:  HIRING PROCESS

A.  Hiring Process

A.1 Each entity establishes its recruiting and hiring procedures consistent with diocesan policy.

See APPENDIX E for complete policies and procedures.

SECTION FOURTEEN:  PERSONNEL FILES

A.  Personnel Files

A.1 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 F for the complete policy.
SECTION FIFTEEN: SUPERVISION

A. Supervisory Treatment

A.1 Supervisors set the tone for employees’ work environment, productivity and efficiency, and should treat employees with dignity and respect. Supervisors should:
   a) communicate performance and conduct expectations clearly
   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

A.2 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

A.3 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.

A.4 Corrective action is normally administered privately and confidentially, without belittling or demeaning the employee.

A.5 When the entity receives a complaint or has reason to suspect that a significant breach of policy may have occurred, an inquiry and appropriate corrective action follow. Employees must cooperate fully and truthfully in these inquiries. Concealing information, making false or misleading statements, or refusing to participate are subject to corrective action.

A.6 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 Seventeen. Deliberate or continued violations of supervisory expectations are subject to corrective action.
SECTION SIXTEEN: PERFORMANCE APPRAISAL

A. Annual Performance Review

A.1 Supervisors should review individual job descriptions annually with employees to ensure expectations are clearly stated and that job descriptions remain current.

A.2 All employees should participate in a performance appraisal process so they know their efforts are appreciated, have clearly articulated performance standards, know how well they are meeting standards, and what opportunities are available for development and improvement. Supervisors review employees at the end of 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.

A.3 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.

A.4 The employee and the supervisor sign the appraisal. The original is placed in the employee’s personnel file and the employee retains 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.

B. Performance Improvement and Corrective Action

B.1 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) written performance improvement plan
   b) verbal notice
   c) written notice
   d) introductory period extension
   e) probation
   f) suspension
   g) reassignment
   h) demotion
   i) termination

B.2 Normally, employees will be asked to participate in a performance improvement and/or corrective action plan by working with their supervisor to plan the steps they will take to improve their performance or change their behavior.
SECTION SEVENTEEN: CONFLICT RESOLUTION AND GRIEVANCE ARBITRATION

A. Conflict Resolution

A.1 The Diocese is committed to providing the best possible working conditions and fair an honest treatment of employees. Part of this commitment is to encourage 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 does try to ensure fair and honest treatment of its employees and thus 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 will not be penalized, formally or informally, for voicing a complaint in a professional manner or for using the conflict resolution process.

A.2 Depending on the structure of your school, parish, or other entity, your immediate supervisor may be a principal, pastor, a member of the Chancery staff, a Board of Directors, or the Bishop.

A.3 A performance improvement or corrective action plan that is pending or in process when an employee files a complaint will move forward as planned.

A.4 This process does not apply to disputes involving clergy or religious in their strictly internal affairs or other ecclesiastical matter specifically reserved by Canon law to other processes or Church structures.

B. Grievance Arbitration

B.1 For situations that cannot be resolved within the entity or the Diocese using the steps described below, 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 the laws and regulations governing employment. In addition, many workplace issues that concern employees, such as working conditions, co-worker or supervisor conflict, work schedules or hours, and duties are not covered by specific laws and regulations under which a lawsuit can be filed.

B.2 Arbitration is normally available only after the internal conflict resolution process has been used, up to and including the diocesan level.

B.3 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 similar state or Federal government agency seeking administrative resolution of a dispute or claim.
CONFLICT RESOLUTION PROCESS FOR EMPLOYEES

TO ALL EMPLOYEES: If you have a complaint, conflict, or problem, we encourage you to bring it as soon as possible to those who can solve it. We want to find a solution that helps you us all concentrate on the reason we are here - to serve others. Often we learn something from you that helps all of us work better together. We want to be informed of problems early and attempt to fix them. This process is designed to respond to and resolve complaints at the lowest possible level.

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

Step 1
- Present the problem to your immediate supervisor 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 certain issues may involve an 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 the diocesan Human Resources Director. 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 must document all discussions and resolution attempts and will make every effort to respond to your complaint within three (3) working days.

Step 2
- If the discussion between you and the supervisor at Step 1 does not resolve your complaint, you have the right to engage the next supervisory level by presenting to that person 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 person who receives the Step 2 complaint, and Human Resources if appropriate, must document all discussions.

Step 3
- 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 have the right to contact the diocesan Executive Director of Human Resources within five (5) working days of receiving the Step 2 response. The Executive Director will guide and counsel you, conduct an inquiry if necessary, visit with supervisor(s), recommend solutions and attempt to informally mediate the issues to a satisfactory resolution, normally within ten (10) working days.

- If the issue is not resolved to both parties’ satisfaction, the Executive Director of Human Resources, in consultation with diocesan senior management, will make a determination on the issue and communicate verbally and in writing to you and your supervisor, normally within ten (10) working days. All discussions are documented.

Step 3 is the final step in this 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.

See APPENDIX C for the Arbitration Agreement.
SECTION EIGHTEEN: END OF EMPLOYMENT

A. Reductions in Work Force

A.1 The Church’s programs, apostolates, and ministries respond to local pastoral needs and contribute to the Church’s overall mission, and because of this, not all programs and ministries are permanent. Some serve an immediate purpose only, 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.

A.2 The changing nature of pastoral work means that long-term employment is not guaranteed. If positions need to be reduced or eliminated due to changes in ministries or programs, every effort is made to give the affected employees at least two weeks’ notice.

B. End of Employment for Non-Contracted Employees

B.1 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).

B.2 Termination

a) In most situations, the entity will provide 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 termination of an employee must consult with the diocesan Executive Director of Human Resources before making a final determination and notifying the employee.

C. End of Employment for Contracted Employees

C.1 Voluntary Resignation

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

C.2 No contract offer

a) Since a new contract is signed each year, the entity may decide, pursuant 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 for cause, pursuant to the terms of their contract.
D. Termination

D.1 Supervisors considering termination must consult with the diocesan Executive Director of Human Resources before making a final determination and notifying the employee. The Diocese’s Catholic Mutual Liability Insurance protects a supervisor who makes a termination decision only if the decision has been reviewed with Human Resources.

E. Final Paycheck

E.1 The final paycheck is by direct deposit on the next regularly scheduled payday following the employee’s last day on the payroll.

F. Benefits

F.1 Health Insurance: Coverage ends on the last day of the month the employee is on the payroll.

F.2 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 on the diocesan website homepage www.dioceseofspokane.org.

F.3 Life and Long-term Disability Insurance: Coverage ends on the last day of the month the employee is on the payroll.

F.4 Vacation: Accrued, unused vacation up to the maximum is paid to the employee in the last paycheck.

F.5 Personal Paid Day Off: Unused personal day is not paid out when employment ends.

F.6 Sick Leave: Unused sick leave is not paid out when employment ends.

F.7 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.

G. Return of Property

H.1 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, cellular 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.
LAY EMPLOYEE HANDBOOK RECEIPT AND ACKNOWLEDGMENT

Employee Handbook Receipt (Contracted and Non-Contracted Employees)

I viewed a copy online, or have received a hard copy by request, of the Diocese of Spokane Lay Employee Handbook Personnel Policies and Procedures (“Handbook”). I understand this Handbook contains important information regarding policies and employee privileges and obligations. I acknowledge that I am responsible to read this Handbook within ten (10) days of receiving it and to request clarification of any provision that I do not understand. I may request a printed copy at any time. I further agree to follow all of the 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, that is 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 at any time, with or without reason, advance notice, or warning,

I understand and agree that no agreements exist between my employer and me 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.

Name                  Employee’s Signature                  Date
Appendix B

FEDERAL FAMILY AND MEDICAL LEAVE ACT (FMLA) and WASHINGTON STATE FAMILY LEAVE ACT (FLA)

1. The information provided below is only an outline of the application of these three Acts. The texts of the FMLA, FLA and WPFML are the governing documents.

2. Eligibility for the 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, and
   c) Be working currently at a location with at least fifty (50) employees within seventy-five (75) miles.

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 the 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 period in which leave is taken is a “rolling” twelve (12) month method, measured backward from the date of any FMLA leave with the following 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 serious health condition of the employee or immediate family member, or in the case of 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 will 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. To substitute paid leave for FMLA leave, the employee should comply with the normal procedures for the applicable paid-leave policy (e.g., call-in procedures, advance notice, etc.).

15. This also meets the requirements of the Washington State Family Care Act. Washington State’s Family Care Act requiring employers to allow employees to use accrued paid time off (PTO) to care for sick family members. Family members include the following: (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 deemed 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.

19. Failing to comply with these requirements may result in the delay or denial of leave.

20. 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.

21. 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.

22. An employee who fails to return to work as scheduled after FMLA and/or FLA leave or exceeds the twelve (12) week FMLA entitlement and any additional pregnancy-disability FLA leave (or in the case of military caregiver leave, the twenty-six (26) week FMLA entitlement), will be 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.
23. It is unlawful for the employer to interfere with, restrain, or deny the exercise of any right provided under the 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.

24. 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.

25. This policy should not be construed to confer any express or implied contractual relationship or right to any employee not expressly provided for by the 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.

26. Certain elements of the 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.

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

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

29. These forms to apply for FMLA are 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 Washington State Paid Family and Medical Leave is a state-sponsored sick leave insurance program that became effective January 1, 2019. (RCW.50A.04). The program is administered by the Washington State Employment Security Department (ESD) The law provides up to 12 weeks’ job-protected leave to qualified (working at least 820 hours in the previous 12 months) employees and 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

ARBITRATION AGREEMENT

This Arbitration Agreement is made ____/____/_____ between:
Parish/School name ____________________________________________________________ (“entity”) and
(Employee name) ____________________________________________________________ employee”.

In consideration of the mutual benefits and obligations set forth in 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 regarding the termination of employment (with the exception of claims for workers’ compensation and any other matter within the jurisdiction of a government agency), shall be settled by binding arbitration according to the rules and procedures promulgated by the American Arbitration Association.

2. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction.

3. The arbitration proceeding shall be held at a location mutually convenient to the Employee and the Entity.

4. Civil discovery shall be permitted for production of documents and the taking of depositions. All discovery shall be governed by the Superior Court Civil Rules for the state of Washington. All issues regarding compliance with discovery requests shall be decided by a panel of arbitrators (consisting of one arbitrator, unless Employee and the Entity mutually agree to a larger panel) in accordance with the rules of the American Arbitration Association.

5. The arbitrator(s) shall have the authority to award any remedy or relief that a Washington state superior court could order or grant, including, but 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 will be governed by the applicable statutes of limitations.

7. Following a hearing conducted by the arbitrator(s), the arbitrator(s) shall issue a written opinion and award that shall be signed and dated. The opinion and award shall decide all issues submitted and shall set forth the legal principles and findings of fact supporting each part of the opinion. The arbitrator(s) shall be permitted to award only those remedies in law or equity which are requested by the parties and which the arbitrator(s) determine to be supported by credible, relevant evidence.

8. Employee and the Entity agree that arbitration in accordance with the American Arbitration Association’s rules shall be the exclusive forum for resolving all disputes arising out of or involving Employee’s employment with the Entity or the termination of that employment (with the exception of 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 but not limited to injunctive relief, pending resolution of any dispute through the arbitration procedure set forth in this agreement. All arbitration awards shall be binding upon the parties to this agreement.

9. All arbitration fees and costs (including fees charged by the arbitrator(s)) shall be borne by the Entity. Each party shall bear the expense of its own counsel, experts, witnesses and preparing and presenting evidence.

10. Nothing in this Arbitration Agreement shall 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 such an agency shall be subject to this Arbitration Agreement.

11. Employee and the Employer agree that this Arbitration Agreement shall survive the 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 executing this Agreement.

13. NON-CONTRACTED EMPLOYEES ONLY: Nothing contained in this Arbitration Agreement shall be deemed to alter or modify 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:

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

   b) 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 choose to 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____________________________________

Print Name__________________________________

Date ___/___/_____

Employee

Signature____________________________________

Print Name__________________________________

Date ___/___/_____

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Appendix D

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 are subject to corrective action.
Appendix E

HIRING PROCESS

A. Equal Opportunity

A.1 The Diocese is an equal opportunity employer. Applicants are not unlawfully or unjustly discriminated against 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 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.

B. Job Application Process

B.1 Normally, positions are filled through a recruiting process that includes advertising so that qualified individuals may learn about and apply for open positions.

B.2 Each entity’s hiring process should include:
   a) Published job description/posting
   b) Individual(s) making the final hiring decision
   c) Three professional references, including the candidate’s previous employer
   d) Criminal background check
   e) Safe Environment training. [If not done during orientation, training should be completed within the first
   f) 60 (sixty) days after hire date
   g) I-9 Proof of eligibility to work in the United States
   h) Interview with at least three individuals. [School Principal interviews should include the Director of Catholic Schools]

B.3 The entity may waive or abbreviate parts of this process for temporary positions.

C. Background Screening

C.1 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 and does not reflect on an employee’s character. Background screening 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 when the background check is successfully passed.
Appendix F

PERSONNEL FILE

A. Personnel file

A.1 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:

a) Contract or hire letter
b) Signed Handbook Acknowledgment form
c) Signed Arbitration Agreement
d) Signed Code of Conduct
e) Signed Disclosure Form
f) Safe Environment Background Check and Training Summary Form
g) Introductory period performance evaluation
h) Performance improvement and growth plans
i) Annual performance evaluation [with employee commentary, if any]
j) Corrective action notices
k) Relevant correspondence or documentation
l) Documents required by law

A.2 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.

A.3 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.

B. References and Employment Verifications

B.1 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 G

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 using the current IRS rate. Travel between residence and place of work 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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