

# **SCHOOL EMPLOYEE HANDBOOK**

## FOREWORD

The Roman Catholic Church as both the People of God and as a historical institution is called to respond in a pastoral manner to all that she encounters. It is this pastoral dimension which makes us different from some other organizations and institutions and which must play a role in all of our decisions. It is this spirit which must permeate all of our relationships. It is the goal toward which we constantly strive.

At the same time, the Church is an institution existing within a civil society. As such, we promote those civil relationships that respect individual and corporate rights. This Employee Handbook attempts to clarify the civil relationships between the Church in its role as "employer" and its dedicated co-workers as "employees." Unfortunately, the complexities of our modern day legal system necessitate the insertion of precise "legalistic" language in various parts of this Handbook. However, the spirit of Christian concern should be the hallmark of our relationships and the guiding principle in addressing matters that are part of our day-to-day relationships as persons in society.

This Employee Handbook applies to all lay employees who work for this School of the Archdiocese of San Francisco (including the Principal and teachers to the extent the Handbook is not in conflict with a specific provision of their authorized Archdiocesan employment agreements). These policies also apply to vowed religious and deacons who work in the School offices to the extent that the policies are not in conflict with canon law or other applicable laws, letters of agreement or agreements. Priests are generally covered under separate personnel policies and practices.

This Handbook embodies the personnel policies pertaining to the Schools operated by the Archdiocese of San Francisco, and is an attempt to establish uniform policies and procedures for the entire Archdiocese. By virtue of creating this Employee Handbook, the Archdiocese does not surrender its civil law rights, and the Archdiocese reserves the right to revise or discontinue the policies, procedures and benefits described in this Handbook and to institute new policies, procedures and benefits at its sole discretion. It is sometimes necessary to add to or adjust these policies to better serve the needs of a particular School, and any such changes must appear in an addendum to this Handbook. When such an addendum conflicts with the other terms of this Handbook, the addendum will take precedence. **However, no addition, change or variation of any of the terms of this Handbook will be effective unless it is included in a written addendum promulgated by the Principal and signed by the Superintendent of Schools and either the Archbishop, Vicar General, or Archdiocesan Vicar for Administration.** No other addenda or alterations will be valid or should be relied upon. No oral addenda or alterations are effective.

No one, aside from the Archbishop, Vicar General or the Vicar for Administration, has the authority to enter into a agreement of employment, express or implied, with any employee. Any binding commitments regarding your employment must be in writing

with the written approval of the Pastor, Principal and signed by the Archbishop, Vicar General or the Vicar for Administration.

The term “law” used within this handbook generally refers to the laws of the United States, the State of California and other applicable laws. The School also operates under the Code of Canon Law of the Roman Catholic Church. In case of conflict of laws, Canon Law shall prevail in all matters within its competency.

Although the School employs persons who are not Catholic, it requires all employees to conduct themselves in a manner that is compatible with the teachings and mission of the Catholic Church.

## **I. EMPLOYMENT RELATIONSHIP**

### **A. EMPLOYMENT AT WILL**

While we hope that your association with the Archdiocese of San Francisco will prove mutually satisfactory, please understand that continued employment cannot be guaranteed for any employee. Your employment at the School is employment at-will unless the employee (e.g. school teacher) is hired for a specific term pursuant to an authorized Archdiocesan employment agreement. What this means is that you may terminate your employment with the School at any time you wish, with or without cause or reason and with or without notice. Likewise, the School may terminate your employment at any time for any legal reason with or without cause and with or without notice. Nothing in this handbook or in any oral statement shall limit the right of either party to terminate employment at-will.

This policy of at-will employment may be revised, deleted or superseded only by written employment agreement signed by the Archbishop, Vicar General or the Vicar for Administration, which expressly revises, modifies, deletes or supersedes the policy of at-will employment. Unless your employment is covered by such an approved written employment agreement, this policy of at-will employment is the sole and entire agreement between you and the Archdiocese and the School as to the duration of employment and the circumstances under which employment may be terminated.

Outside insurance coverage for Schools for legal claims arising from “wrongful” termination or non-renewal of employees is limited, and self-insurance protection is contingent upon compliance with internal checks and balances. To avoid compromising (and, potentially, losing) insurance coverage, the Pastor must seek and receive the written clearance of the Department of Catholic Schools before terminating any employment or not renewing the employment of any employee hired under an authorized written employment agreement. Before issuing any such clearance the Department of Catholic Schools will consult with the Archdiocesan Legal Office. This policy is for purposes of internal controls only, and the Archdiocese does not undertake any duty to any employee to follow or not follow this procedure. The Archdiocese assumes no liability for following or not following this procedure, or for partially following it or for inadequately following it. Following or not following this procedure creates no presumption or implication concerning the validity or invalidity of any termination or non-renewal or concerning the grounds therefore, if any grounds are required, and should not be taken by the employee as any indication that grounds are necessary or if necessary that they do not exist. The procedure of seeking and receiving the written clearance before termination or non-renewal of an authorized employment agreement (see Section 1.C.6 regarding Contracts) does not alter the presumption that all employment may be terminated at will (or, in the case of an authorized written employment agreement as of the end of the employment agreement period without written renewal).

## **1. Rehiring Employees Receiving An Archdiocesan Pension**

Former employees of the Archdiocese who have received a distribution under any of the Archdiocesan Pension Plans cannot again be employed anywhere in the Archdiocese for a period of one (1) year from their termination of employment date. After that time, reemployment may be permitted in consultation with the Office of Human Resources.

## **2. Employment Opportunity**

The School shares in the mission of Jesus Christ who called all followers to lead a just life. In fidelity to that mission, the School promotes equal employment opportunities for all persons with regard to recruitment, hiring, training, transfer, promotion and termination of employment. Employment decisions are made on the basis of qualifications that meet the needs of the School and not on the basis of race, color, national origin, ancestry, gender, age, or physical or mental disability. The School does reserve the right to favor employees who are Catholic, with respect to hiring and/or promotion, and to require all employees to conduct themselves in a manner that is compatible with the teachings and mission of the Catholic Church.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, the School will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship would result. Any applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact the Principal and request such an accommodation. The individual with the disability should specify what accommodations he or she needs to perform the job. The Principal then will conduct an investigation to identify the barriers that make it difficult for the applicant or employee to have an equal opportunity to perform his or her job. The Principal in coordination with the employee will identify possible accommodations, if any, that will help eliminate the limitation. If the accommodation is reasonable and will not impose an undue hardship, the School will make the accommodation.

Employees or applicants who believe they have been discriminated against should contact the Principal. Your complaint should be specific and should include the names of the individuals involved and the names of any witnesses. The Principal will promptly undertake an investigation in an attempt to resolve the situation. If the Principal determines that unlawful discrimination has occurred, corrective action will be taken commensurate with the severity of the offense. Appropriate action will also be taken to deter any future unlawful discrimination. The Archdiocese and School will not retaliate against applicants or employees for filing a complaint and will not knowingly permit retaliation by supervisors, directors or co-workers.

## **3. Hiring Of Relatives**

In the interest of maintaining professionalism and integrity in work relationships, any situations in which actual or potential conflicts of interest may exist are to be avoided. The School reserves the right not to hire relatives of current employees that may

potentially lead to problems of supervision, safety, security, employee morale or conflict of interest.

This policy applies to spouses, children, parents, grandparents, siblings, aunts/uncles, in-laws and step relationships. This policy also applies to other situations or personal relationships in which the School, in its sole discretion, believes may result in actual or potential problems of supervision, safety, security, employee morale or conflict of interest.

#### **4. Hiring Procedure**

The Pastor or his designee advertises staff openings, receives and screens applications and selects the most qualified candidates for interviews. The Pastor has the final responsibility for the hiring of personnel. The Principal has the final responsibility for the training of personnel. Search committees are generally used to fill professional staff openings. The procedure used may vary, depending on the nature of the position and the time available.

### **B. COMMENCING EMPLOYMENT**

#### **1. Background Checks**

The School recognizes the importance of maintaining a safe workplace with employees who are honest, trustworthy, qualified, reliable and nonviolent, and do not present a risk of serious harm to their coworkers or others. For purposes of furthering these concerns and interests, the following policy along with the “Policies and Procedures Regarding Fingerprinting and Other Background Checks for Employees” attached hereto as Exhibit A have been established. The School reserves the right to investigate an individual’s prior employment history, personal references, and educational background, as well as other relevant information that is reasonably available to the School. Credit reports may be requested only with regard to job applications and employees whose positions, department or job duties involve the handling of money, valuables, confidential information, or trade secrets and to those suspected of theft, extortion, embezzlement, or other crimes of dishonesty or fraud related to their employment, the School, it’s customers, it’s employees, or other parties or entities dealing with other Schools of the Archdiocese. Once it is obtained, the Principal may review an applicant’s or an employee’s credit report and criminal background, if any. In the event a background check is conducted, the Principal will comply with the federal “Fair Credit Reporting Act” and applicable state laws, including providing the job applicant or employee with any required notices and forms. Consistent with these practices, job applicants or employees will be asked to sign certain authorization and release forms consistent with legal requirements. The School reserves the right to require job applicants or employees to sign the forms as requested as a condition of employment. At the time of interviewing a candidate for an open position, the Principal will conduct a reference check on all applicants presented for hiring.

## **2. Immigration Compliance**

The School will comply with applicable immigration laws, including the Immigration Reform and Control Act of 1986 and the Immigration Act of 1990. As a condition of employment, every individual must provide satisfactory evidence of his or her identity and legal authority to work in the United States by completing the required immigration documentation (I-9 forms).

## **3. Completion Of Forms For Employee Orientation**

Immediately upon the hire of a new employee, supervisors must arrange to have the new employee complete all necessary paperwork, usually on the first day of work, to complete the hiring process.

## **C. EMPLOYMENT CATEGORIES**

### **1. Regular Full-Time Employees**

Regular full-time employees are defined as those who regularly work at least 40 hours per week or as otherwise provided by written addendum to this policy. A regular full-time employee is entitled to benefits as outlined later in this handbook.

### **2. Regular Part-Time Employees**

Regular part-time employees are defined as those who regularly work at least 20 hours but less than full-time. Unless otherwise specifically stated, these employees receive benefits on a pro-rated basis.

### **3. Minimum Part-time**

Regular, minimum part-time employees are defined as those who work less than 20 hours per week. These employees are only entitled to benefits as required by law.

### **4. Temporary**

Temporary employees are hired for a limited length of time (e.g., not to exceed six months) to perform a specific task. Temporary employees are not entitled to benefits, except as required by law.

### **5. Students**

Students aged 14 through 17 must have a "Permit to Employ and Work" issued by the State Department of Education (local school district) on file with the employer during the term of employment. Students are hired as temporary employees only.

## **6. Contract Employees**

All conditions of employment, salary and benefits should be specified in the written employment agreement, and said conditions shall control. Any item not specifically covered in the employment agreement shall be governed by this handbook.

School Principals and teachers are hired pursuant to standard Archdiocesan employment agreements and procedures. In addition, supervisory and managerial personnel occasionally will be engaged on a contract basis, which may provide exceptions to the policies in this policy Handbook. All such exceptions, however, must be in writing and oral exceptions are not valid. Employment agreements will not normally be offered to, or accepted from, employees whose work consists primarily of ongoing, non-policy making duties in the School during normal working hours.

Any employment agreement must have the prior written approval of the Pastor, Principal and the Archbishop, Vicar General or the Vicar for Administration. As a general rule such approval will not be granted in the case of non-teacher new hires and/or in situations where the individual has not previously been working under an approved employment agreement.

### **D. NON-EMPLOYMENT CATEGORIES**

#### **1. Members Of Religious Communities**

Members of vowed religious communities of women and men work on behalf of their community for the School. These persons are not considered "employees" but rather members of their respective communities. However, unless otherwise specifically stated in a written agreement with the religious community, members of these communities working in the School will follow the same personnel policies and practices as lay employees.

#### **2. Independent Contractors Or Consultants**

Generally, when people are hired to perform services, they are either employees or independent contractors. The primary difference between employees and Independent Contractors has to do with the "independence" of the workers. Basically, workers are Independent Contractors rather than employees if they are independent from a school's control while doing the job, and economically independent from a school's business operations. Virtually all workers are employees and not Independent Contractors.

An Independent Contractor is not an employee of the School and is not paid by salary. Independent Contractors must provide proof of their Independent Contractor status to the Principal. The Principal will then make the determination if the person, desiring to be an Independent Contractor with the School, meets the legal definition of Independent Contractor as defined by the U.S. Department of Labor.

Any questions concerning the correct determination of independent contractor status may be referred to the Department of Catholic Schools.



Independent contractors or consultants are retained under the terms of a written contract or agreement. All terms and conditions of the work relationship, including compensation, scope of work and timeline must be specified in the contract. Independent contractors are not considered employees. No Principal or employee of the School alone is authorized to execute an Independent Contractor Agreement that exceeds \$10,000.00 in amount and/or one year in duration. Any such agreement above that amount must also be signed by the Archbishop, Vicar General or the Vicar for Administration.

#### **E. CHANGE OF JOB DUTIES**

Economic and work realities do occasionally change and a change of work duties may sometimes involve an adjustment in compensation and/or hours.

It is expected that employees will perform additional or different duties and assume additional or different responsibilities as needed by their Principal for the efficient operation of School business.

#### **F. STANDARDS OF CONDUCT**

It is the responsibility of the School to set and maintain high standards for both job performance and conduct. Standards are created not to restrict the rights of any individual, but to protect the many privileges shared by all School employees. The conduct described below is intended to provide you with information about the type of behavior that is unacceptable at the School.

The following non-inclusive list is intended to provide examples of the types of inappropriate behavior that may lead to disciplinary action, up to and including termination of employment:

1. Misconduct;
2. Harassment (physical, verbal, sexual, or visual);
3. Unauthorized disclosure of confidential information;
4. Insubordination (refusal to follow a reasonable instruction);
5. Lewd or immoral conduct;
6. Public support or advocacy of positions, or conduct, which conflict with the teachings of the Roman Catholic Church;
7. Falsification of records or any report, including but not limited to employment applications, accident reports and/or time records;

8. Excessive tardiness or absence from work or unexcused tardiness or absence for non-compelling reasons;
9. Failure to treat others with dignity and respect in working situations;
10. Failure to report an absence;
11. Misappropriation or misuse of School or Church property, or personal property of a co-worker, without proper authorization;
12. Possession of any weapon or explosive on School or Church property or while conducting School business;
13. Unauthorized use of alcohol at work; use, possession, dispensing or sale of illegal drugs while on School premises or while representing the Church; or reporting to work under the influence of alcohol or controlled illegal substances;
14. Failure to observe safety policies and normal safety precautions;
15. Abuse against any person during the performance of School work or willful destruction of property owned or used by the School.

The above standards do not in any way restrict any right the School may otherwise have to terminate at will.

## **II. COMPENSATION POLICIES**

### **A. Salary Administration**

Generally, each year salary ranges and individual rates of pay are reviewed, and, if the School deems it necessary and believes sufficient funds are available, it will make applicable adjustments.

### **B. Payroll Policy**

School lay non-exempt employees are paid on the 15th and the last day of the month. Teachers may be paid once per month. Priests and Religious are paid once a month. Time cards are required to be submitted for each pay period by all employees. It is the responsibility of the supervisor to review each time card and make sure the hours and dates reported are correct. All employees are expected to file a time card semi-monthly coinciding with their pay period. This card will be used to comply with the various record-keeping laws covering non-exempt employees and for recording employees various accruals and fringe benefits.

As a matter of policy the School does not permit advances on paychecks or against non-accrued paid time off. If an employee is paid for non-accrued sick leave, vacation or any other overpayment, the amount paid will be deducted from their subsequent paychecks and/or their final pay.

Employees in non-exempt and hourly positions are to record all actual hours worked plus hours attributable to overtime, vacations, holidays, bereavement, personal days, jury duty and illness.

Salaried employees in exempt positions need only record days taken for vacations, holidays, bereavement, personal days, jury duty and illness. Normal workdays can simply be marked with a "✓".

When payday falls on a Saturday, Sunday, or holiday, payday will be the preceding workday.

Unless enrolled for automatic deposit, if available at your School, employees who are absent on payday will have their check mailed to their mailing address the following day. Employees are responsible to keep their current address on file with the School Administrator and the Archdiocesan Payroll Office.

Requests for early issuance of paychecks will not be granted. However, employees who will not be available on payday (e.g., on vacation) may ask the School Administrator, in writing, to mail the check to their mailing address.

Direct deposit of paychecks is also available to benefited employees. Automatic Payroll Deposit Authorization forms may be obtained from the School Administrator. Generally, it takes 2 payroll cycles for a direct deposit to be activated.

All employees should review their check stub for accuracy. If there is an error, bring it to the attention of the School Administrator immediately.

## **1. Deductions From Gross Pay**

- a. The following four deductions are required, by law, to be deducted from an employee's paycheck:

- Federal Income Tax (FIT)
- Social Security (FICA)
- State Income Tax (SIT)
- State Disability Insurance (SDI)

- b. Voluntary deductions may be made from an employee's paycheck with the employee's written permission, where the employee is eligible, including such items as:

- Health insurance premiums
- Additional life insurance coverage
- Tax Deferred Savings Plan (403b)
- Flexible Spending Accounts (Section 125 Benefit) (Tax Deferred)

(See benefits section and benefit plan descriptions for details.)

- c. Garnishment of wages.

If the School receives a court order or notice from federal or state government agencies to garnish an employee's wages, by law the School and Payroll Office must comply with the order. It is the duty of the School to notify the employee that a garnishment has been received and give the employee any applicable forms.

## **C. LUNCH AND REST PERIODS**

Meal periods are generally one hour in length. Customarily an unpaid meal period is to be arranged within the period of 11:30 a.m. to 2:00 p.m. and requires the approval of the employee's supervisor.

All persons in non-exempt positions receive at least a 30 minute unpaid meal break after five hours of work. The only exception is for employees whose work shift is for six hours or less. In this case, the meal break may be waived if both the supervisor and employee agree. A request to waive a meal period must be made in writing and maintained in the employee's personnel file. A copy should also be sent to the payroll department.

If non-exempt employees work more than 10 hours in a day, they are entitled to two unpaid 30-minute meal breaks. However, if they work fewer than 12 hours in a day, the

employer and employee may agree to waive, in writing, one (but not both) of the meal breaks.

In addition to unpaid meal periods, employees in non-exempt positions are entitled to two fifteen (15) minute paid rest periods per day. Rest periods are encouraged near the middle of the morning and the middle of the afternoon.

A non-exempt employee is not authorized to work through a rest period without prior approval of the employee's supervisor. If a non-exempt employee misses any of his/her breaks or lunch during any given day, he/she is to record the missed break or lunch period on the time card. The employee's supervisor must sign the time card. If any breaks or lunch periods have been missed by a non-exempt employee, they must be clearly noted on the time card for the employee to receive proper compensation.

Non-exempt employees who work through either a meal period or a rest period must report the day they worked through the break or meal period on their time card.

#### **D. OVERTIME**

As a matter of policy, overtime is discouraged. All overtime must have the prior approval, taking into account budget limitations, of the employee's supervisor and the Principal and is on the following basis:

"Exempt" and Non-Exempt" are terms used by the law to indicate which employees are, and which employees are not, "exempt" from the payment of overtime wages and other wage and hour standards. Such determination is not discretionary and is not subject to the preferences of the employee or administrator. Examples of "exempt" employees are teachers, principals, directors of religious education, pastoral associates, youth ministers, music ministers, operations (business) managers and those who have the authority to hire, fire, discipline, evaluate, and supervise the work of others. All other employees including parish and school secretaries and administrative assistants, housekeepers, cooks, maintenance/custodial workers, teacher's aides and bookkeepers are "non-exempt."

The School provides compensation for all overtime hours worked by non-exempt employees in accordance with state and federal law. Employees in non-exempt positions are entitled to additional compensation for all hours worked in excess of their normally scheduled hours of work. The law requires payment of overtime at a higher rate of pay for every hour a non-exempt employee works in excess of 8 hours in a single day or 40 hours in a single defined workweek. Our workweek is Sunday through Saturday. In his discretion, the pastor may but need not, establish policies under which overtime is paid more generously than these laws require. Employees are not to work more than 8 hours in any day or 40 hours in a work week combined at all Archdiocesan locations except with the express prior approval of the employee's supervisors at each location. If the employee works at more than one location, he/she must notify all locations in advance if approved work at all locations will exceed 8 hours in any day or 40 hours in a week.

Subject to the advance approval of the employee's supervisor, a non-exempt employee may take compensatory time off if the employee voluntarily requests in writing, using the School form, that he/she wishes to be compensated for overtime worked in the form of time off from work rather than in the form of monetary compensation. Said compensatory time off shall be at the rate of one-and-one-half (1 1/2) times for overtime worked. Compensatory hours may not be banked beyond the regular workweek in which they were earned. Any compensatory time off which is taken must be taken in the same workweek during what would normally be work time. If an employee's schedule does not permit him/her to use compensatory time in the workweek in which it was earned, he/she will be given monetary overtime compensation. Accurately reporting compensatory time off on one's time card is the personal responsibility of the employee.

Exempt employees are expected to work as much of each workday as is necessary to complete their job responsibilities, and to make sure that they are consistently available at times that are convenient to the offices, institutions and people they serve. No overtime or additional compensation is provided to exempt employees.

#### **E. MAKE-UP TIME**

To increase flexibility of work schedules, employees in non-exempt positions who have missed work for personal reasons may request "make up" time. "Make up" time allows an employee to work the missed hours on another day during the same work week. Hours worked as "make up" hours are compensated at the normal rate of pay, not as overtime hours.

In order to qualify for make-up time an employee must meet the legally established requirements. Employees may work up to 11 hours in a single day without earning overtime. To qualify for make-up time, the law requires the following:

- Employees must complete, in advance, a written request for every occasion they request make-up time. A copy of the request should be attached to the time card when submitted to School Administrator.
- The Supervisor may not solicit or encourage employees to take make-up time.
- The make-up time must be in the same workweek in which the employees lost work time for personal reasons.
- Employees must be paid overtime rates for all hours in excess of 11 hours worked in a workday and 40 hours in a workweek.

#### **F. REQUIRED WORK ON A DESIGNATED HOLIDAY**

Occasionally it will be necessary for a non-exempt employee to work on a designated School Holiday. When an employee is requested, by their direct supervisor or Principal or Superintendent of Schools or appointed designee, to work on a holiday, the non-

exempt employee and the Principal or Superintendent of Schools or appointed designee will mutually agree on the compensation for the time worked on the holiday. Compensation may be either in time off on another day or in pay. If the employee and the supervisor or Principal decide the employee will take another day off for the holiday the employee will be paid only his/her regular rate of pay for the holiday worked. If the employee and Principal decide the employee will not take another day off, the employee will be paid double time for the day--full holiday pay as well as full pay for the hours worked on the holiday.

## **G. MILEAGE REIMBURSEMENT**

Work related travel apart from normal commute to and from work when using a personal vehicle for authorized business purposes will be reimbursed at the prevailing IRS mileage rate. Parking fees (not fines), bridge tolls, train, bus or subway tickets are also reimbursable upon presentation of receipts showing the nature and amount of the expense. Mileage must be recorded on the standard form available from School Administrator, and approved by the supervisor.

Employees are reminded that to be eligible for mileage reimbursement, employees must have on file with their supervisor the name of their automobile insurance company, the policy number, expiration date, and maximum coverage limits, as well as a copy of their valid California State Driver's License.

Authorized mileage reimbursement will be that mileage required in connection with Archdiocesan business over and above the mileage of the employee's normal daily commute. The IRS calculation for reimbursement is the excess of mileage to the destination, less the normal commute miles. For example, an employee leaves from home and goes to the Pastoral Center and then comes to the School. Assume the trip is 25 miles, and also assume, the employee's normal commute one-way to the School is 10 miles. Employee should claim 15 miles for reimbursement. If an employee does not return to the School but goes straight home, then the reimbursement is for 5 miles.

## **H. VOTING TIME**

Employees are permitted to take up to two hours from work without a loss of pay to vote if they are unable to do so outside of normal work hours. Notification for election leave must be submitted to the supervisor at least two days in advance of the election date. The time off to vote should be recorded on the time card as: "Other Paid." The supervisor must approve the time card.

## **I. AWARDS OR GIFTS**

Any honorarium, gift or award with respect to a program or product produced by the School or its departments becomes the property of the School, which may elect to retain or donate the monetary honorarium, gift, or award to whomever it chooses.

Individual awards (i.e., a special talent, producer, director, artist, photographer, writer, computer programmer, program developer) whether School or independently produced becomes the property of the employee if the award is presented to the individual (as distinguished from an award being presented for the program or product to the School, notwithstanding the special mention of participation of an individual). Notwithstanding the foregoing, "Works for Hire" remain the property of the Archdiocese.

## **J. STIPENDS/HONORARIUMS**

- a. When an employee gives a workshop at a School-sponsored event that is within the scope of his/her responsibility for the School, s(he) will not receive a stipend regardless of the School or office which is sponsoring the event, including one's own department or office. In this case it is understood that the employee makes use of his/her regular weekly work schedule for the preparation and presentation involved.
- b. When an employee uses his/her regular weekly work time to prepare and give programs, workshops, or consultations for any group other than School departments/offices, the stipend given for this work is to be given to the appropriate School office.
- c. When an employee uses time other than his/her regular weekly work time (i.e., employee's paid vacation time), to prepare and give programs, workshops, or consultations for any group other than the School departments/offices, the stipend given belongs to the employee doing the work.
- d. Workshops, programs, consultations are to be approved by your supervisor. Any clarifications concerning this policy should be directed to the Principal or Superintendent of Schools or appointed designee. The School has a right to a full workweek from our employees. Employees have a right to be fairly compensated by others for work done above and beyond the workweek.
- e. For non-stipend presentations, an employee may claim reimbursement for transportation expenses (e.g., mileage allowance) and reasonable out of pocket meal expenses with the production of a receipt. Such expenses would be reimbursed by the organization requesting the speaker.
- f. Extended Teaching Assignments at Archdiocesan Institutions and Programs (i.e., School of Pastoral Leadership; Permanent Deaconate Program; Saint Patrick's Seminary; Retreat Centers)

In order to attract and retain high quality teachers and not to inhibit the spread of the gospel and Catholic education, an employee may, with the prior approval of the employee's supervisor and the School, teach and receive a stipend when invited to teach an extended course or program (e.g., 6 weeks or more) requiring preparation and/or a course syllabus. In considering an employee's request to undertake an extended teaching assignment, the obligations and needs of the employee's particular office shall be paramount.



### III. WORKING POLICIES AND PROCEDURES

#### A. HARASSMENT

The Archdiocese and the School are committed to providing a work environment that is free from unlawful harassment. In accordance with applicable law, the School prohibits sexual harassment and harassment based on race, color, natural origin, ancestry, religion, creed, physical or mental disability, age or any other bases protected by applicable law. All such harassment is unlawful and will not be tolerated.

This policy prohibits unlawful harassment of any kind, including verbal, visual or physical. Please refer to The Archdiocese of San Francisco's Policies and Procedures Regarding Child Abuse and Harassment attached as Exhibit B. Please refer to Section IV of the policy that addresses workplace harassment. Harassment in general is defined as follows:

**Verbal harassment** includes jokes, epithets, slurs, negative stereotyping, unwelcome comments about an individual's body, color, physical characteristics, appearance or abilities.

**Visual harassment** includes offensive or obscene photographs, calendars, posters, cards, cartoons, drawing gestures, displays of sexually suggestive or lewd objects, unwelcome notes or letters or any other written or graphic material or electronically transmitted materials that denigrates or shows hostility or aversion toward an individual because of a protected characteristic, such as race, color, national origin, religion, ancestry, gender, age, or mental or physical disability, that is placed or circulated anywhere in the workplace.

**Physical harassment** includes physical interference with normal work, impeding or blocking movement, assault, unwelcome physical contact, staring at a person's body, and threatening, intimidating or hostile behavior.

Employees who believe the comments, gestures or conduct of any co-worker, supervisor or person doing business with the School is offensive should report the facts of the incident immediately according to the Archdiocesan Policy.

The School policy is to conduct an immediate, thorough, objective and complete investigation of the complaint. At the conclusion of its investigation, a decision will be made as to whether unlawful harassment has occurred. The School will communicate its findings promptly to all parties involved and identify the remedial action (if any) to be taken. Such remedial action could include disciplinary action up to and including termination. Action will also be taken, as necessary, to prevent further harassment.

Individuals will not suffer any reprisal or retaliation for reporting any alleged incidents of harassment, for making complaints of harassment, or for participating in any investigation of incidents of harassment or perceived harassment. Deliberate false accusations, made to directly injure the accused, will not be tolerated.

## **B. ATTENDANCE**

Employees are expected to be ready and available for work at the normal work hours established by the Principal. The normal workweek for the School is Sunday through Saturday. If an absence is anticipated the employee should request the approval of the absence in advance and have it authorized by their supervisor.

Unauthorized absences, depending on the circumstances, may be grounds for disciplinary action, including termination of employment. For employees taking an unauthorized absence, they must call their supervisor by their designated start time to report their absence and the reason for the absence. If the employee has been absent due to illness or injury, the Principal or Superintendent of Schools or appointed designee may request a statement from the employee's physician confirming the illness or injury and indicating whether the employee is able to return to work without risk of injury to the employee or others.

## **C. PERSONNEL RECORDS**

Both state and federal laws require employers to keep current and accurate personnel records. A file is established for all employees at the time of hire and maintained in a locked file and only accessible to the Principal.

The following items will ordinarily be kept in personnel files: completed application form, resume, references, letters of employment, position description, records of changes in job title, salary, Payroll authorization forms (W 4) benefits, emergency information forms, and performance related matters. Insurance forms such as life insurance and pension beneficiary information and other correspondence related to insurance plans may also be maintained.

The Principal and School maintain the confidentiality of the personnel records. Only authorized personnel will have access to your personnel file. Employees are welcome to review the materials in their own personnel file within a reasonable time following a written request to the Principal. Employees who disagree with materials contained in their personnel files are encouraged to provide their opinion, in writing, which will be placed in their personnel file.

## **D. REFERENCES**

Except as permitted or required by law, unless permission is given by the employee or former employee, the School will not normally release to third parties any personnel information except name, employment dates and position.

## **E. PERSONAL APPEARANCE**

The School is a professional office and employees provide a public service. Employees often come into contact with many persons from both the Church community and the general public. All employees are expected to be neat in appearance and dress in a

manner consistent with the responsibilities of their position. Principal or Superintendent of Schools are responsible for determining the appropriate attire for the offices they oversee.

## **F. SOLICITATION, COLLECTIONS AND SALES**

Approaching fellow employees in the workplace regarding activities, organizations, or causes, regardless of how worthwhile, important, or benevolent, can create unnecessary apprehension and pressures for fellow employees. This conduct is inappropriate. The School has established rules, applicable to all employees, to govern solicitation and distribution of written material during working time and entry onto the premises and work areas, with the exception that employees may, with the approval of their supervisor, utilize designated bulletin boards to announce sales or collections. All employees are expected to comply strictly with these rules.

1. No employee shall solicit or promote support for any cause or organization during his or her working time or during the working time of the employee or employees at whom the activity is directed;
2. No employee shall distribute or circulate any written, electronic, or printed material in work areas at any time, during his or her working time, or during the working time of the employee or employees at whom the activity is directed; and
3. Under no circumstances will non-employees be permitted to solicit or to distribute written material for any purpose on School property.

As used in this policy, "working time" includes all time for which an employee is paid and/or is scheduled to be performing services for the School; it does not include break periods, meal periods, or periods in which an employee is not, and is not scheduled to be, performing services or work for the School.

## **G. CONFIDENTIALITY**

Most employees at the School have access to information that must not be shared, discussed, or given to anyone but authorized personnel. This type of confidential information data and knowledge must be protected by all who have access to it. Employees are required to hold and protect the confidential information in a fiduciary capacity for the exclusive benefit of the School. Employees may not disclose it to any person or entity other than in the course of performing their authorized duties, without prior written consent of the Principal or the Legal Department of the Archdiocese. If employees have questions about the confidentiality of any information, they should ask their supervisor. Additionally, after employees terminate, they must not disclose at any time to any person or entity any confidential information whether or not it constitutes a trade secret under applicable law.

Confidential information may include but is not limited to:

Archdiocesan or School position papers, memoranda and letters.

Attorney/client communications

Business records and plans

Financial information and statements

Donation and benefactor records

Any financial, management, or personnel records or information related to priests, religious, deacons, lay employees, volunteers, clients, students, or anyone else associated with the School or the Archdiocese.

#### **H. PERSONAL TELEPHONE CALLS OR E-MAIL MESSAGES**

Telephones and email systems are for conducting School business. Employees should use moderation when making personal calls or writing e-mail messages and normally restrict such calls or messages to break times or lunch hour.

If it is necessary to make a personal long-distance or message unit call, employees should have such calls charged to their home phone or to their telephone calling card.

#### **I. INTER/INTRANET, OFFICE VOICE MAIL & E-MAIL SYSTEMS**

The School provided inter/intranet and electronic mail access is to be used for business purposes. Such systems are the property of the School and their purpose is to facilitate more effective communication and business. The School follows "The Archdiocese of San Francisco Policy Regarding Use and Monitoring of Internet, E-Mail, and Other Technology" as its own. Please refer to Exhibit C for the policy.

#### **J. PERSONAL ADVANTAGE/CONFLICT OF INTEREST**

Employees and independent contractors engaged by the School may not use their position with the School for undue personal advantage or in a manner that would create a conflict of interest. Employment by the School carries with it a responsibility to model appropriate ethical conduct. Employees must refrain from taking part in, or exerting influence in any transaction in which their own interests may conflict with the best interests of the School or the Roman Catholic Church. Please refer to Exhibit D for the policy.

Employees shall not receive any gift or other consideration from any entity with whom the School does business. These rules do not preclude the offering or acceptance of birthday or Christmas remembrances, business lunches or other gifts of nominal value (not to exceed \$50.00 individually or \$250 in aggregate gifts from all sources in a calendar year).

## **K. SECONDARY EMPLOYMENT AND PRIVATE BUSINESSES**

The School does not preclude employees from working at another job as long as it does not conflict with the mission and activities of the School or reflect inappropriately on the Archdiocese or the Roman Catholic Church. The School reserves the right to determine when an employee's outside activities represent a conflict with School and or Archdiocesan interests and to take whatever action is necessary to resolve the situation. Engagement in such private practice by employees must not interfere in any way with the performance of duties with the School.

Employees may not benefit directly or indirectly from a third party who furnishes products, materials or services to the School. Independent contractors and employees may not accept referrals to their private business from the School and/or its departments nor will they encourage anyone affiliated with the School to seek or contact them for private business.

Anyone involved in private enterprise must use their own facilities including stationery, office equipment, telephone and answering service separate and apart from the School.

Referrals, clients, or other information obtained through School work or contacts belongs to the School and not individual employees.

## **IV. PERFORMANCE POLICIES**

### **A. WORKPLACE VIOLENCE**

#### **1. Statement Of Policy**

The School recognizes that violence in the workplace is a growing nationwide problem necessitating a firm, considered response by employers. The costs of workplace violence are great, both in human and financial terms. Therefore, the School has adopted this policy regarding workplace violence.

The safety and security of the School employees is of vital importance. Acts or threats of physical violence, including intimidation, harassment and/or coercion, which involve or affect the School, or which occur on the School property, will not be tolerated.

This prohibition against threats and acts of violence applies to all persons involved in the operation of the School, including, but not limited to, the School personnel, contract and temporary workers and anyone else on the School property. Violations of this policy, by any individual, will lead to disciplinary and/or legal action as appropriate.

#### **2. Definitions**

Workplace violence is any intentional conduct which is sufficiently severe, offensive or intimidating to cause an individual to reasonably fear for his or her personal safety or the safety of his or her family, friends and/or property such that employment conditions are altered or a hostile, abusive or intimidating work environment is created for one or more of the School employees. Examples of workplace violence include, but are not limited to, the following:

- Threats or acts of violence occurring on the School premises, regardless of the relationship between the School and the parties involved in the incident.
- Threats or acts of violence occurring off the School premises involving someone who is acting in the capacity of a representative of the School.
- Threats or acts of violence occurring off the School premises involving an employee of the School if the threats or acts affect the business interests of the School.
- Threats or acts of violence occurring off the School premises of which an employee of the School is a victim, if the School determines that the incident may lead to an incident of violence on the School premises.
- Threats or acts resulting in the conviction of an employee or agent of the School, or of an individual performing services for the School on a contract or temporary basis, under any criminal code provision relating to violence or

threats of violence which adversely affect the legitimate business interests of the School.

Specific examples of conduct which may be considered threats or acts of violence under this policy include, but are not limited to the following:

- Threatening physical or aggressive contact directed toward another individual.
- Threatening an individual or his/her family, friends, associates or property with physical harm.
- The intentional destruction or threat of destruction of the School property or another's property.
- Harassing or threatening phone calls.
- Surveillance.
- Stalking.
- Veiled threats of physical harm or like intimidation.

Workplace violence does not refer to occasional comments of a socially acceptable nature. Such comments may include references to legitimate sporting activities, popular entertainment or current events. Rather, it refers to behavior that is personally offensive, threatening or intimidating.

### **3. Enforcement**

Any person who engages in a threat or violent action on the School property may be removed from the premises as quickly as safety permits and may be required, at the School's discretion, to remain off the School premises pending the outcome of an investigation into the incident.

When threats are made or acts of violence are committed by a School employee, a judgment will be made by the Principal or Superintendent of Schools or appointed designee as to what actions are appropriate, including possible medical evaluation and/or possible disciplinary action.

Once a threat has been substantiated, it is the School's policy to put the threat maker on notice that he/she will be held accountable for his/her actions and then follow through with the implementation of a decisive and appropriate response.

Under this policy, decisions may be needed to prevent a threat from being carried out, a violent act from occurring or a life-threatening situation from developing. No existing School policy or procedure should be interpreted in a manner that prevents the above from occurring.

Important Note: The Principal and Pastor will make the determination of whether, and to what extent, threats or acts of violence will be acted upon by the School. In making this determination, the School may undertake a case-by-case analysis in order to ascertain whether there is a reasonable basis to believe that workplace violence has occurred. No provision of this policy shall alter any otherwise applicable at-will nature of employment with the School.

## **B. SAFETY**

The safety and health of employees are very important to the School. Accordingly, no one is required to work at a job that is known to be unsafe or unhealthy. Employees are expected to share the responsibility for safety and health and to advise a supervisor or the Principal if they observe any unsafe situation. Once notified, the supervisor or Principal is responsible for reporting and/or correcting any unsafe condition within a work area.

## **C. ON THE JOB INJURY (WORKERS' COMPENSATION)**

Employees injured at the School or on a job-related duty, or who witness an accident at the School should immediately report the injury and its cause to their supervisor. Workers' Compensation claim forms are available from the School Office and should be completed on the day of the injury and submitted to the insurance carrier. Injuries requiring basic First Aid must also be reported to the supervisor or Principal even if medical treatment is not necessary so injuries can be properly reported if complications develop. Work related injuries are normally covered by Workers' Compensation insurance.

## **D. DRUG AND ALCOHOL FREE WORKPLACE**

The School promotes and enforces a drug-free environment. The School prohibits the illegal use, sale, distribution or possession of narcotics, drugs or controlled substances while on the job or on School property. Any violation of this policy will result in disciplinary action up to and including termination.

The use of prescription drugs and/or over-the-counter drugs may also affect employees' job performance with the School. Any employee who is using prescription or over-the-counter drugs which may impair his or her ability to safely perform the job or may affect the safety or well being of others must submit a physician's statement that the prescription drug use will not affect job safety. The employee is not required to identify the medication or the underlying illness. Various federal, state, and local laws protect the rights of individuals with disabilities and others with regard to the confidentiality of medical information, medical treatment, and the use of prescription drugs and substances taken under medical supervision. Nothing contained in this policy is intended to interfere with individual rights under, or to violate, these laws.



Alcohol may not be consumed on the work premises except with the express permission of the Principal or Pastor and when used for a Eucharistic Celebration for the School Community.

#### **E. SMOKE FREE WORKPLACE**

The School maintains a smoke free environment in all of its offices, meeting rooms, stairwells, etc., in accordance with California law. Smoking is permitted in designated areas outside the School buildings.

#### **F. WORK AREA**

Employees are expected to keep their immediate work area neat and clean. The presence of personal decorations, such as pictures and plants, is acceptable as long as it does not distract from overall office appearance or working conditions, as determined by the Principal. The School is not responsible for loss of such personal possessions through fire, theft, or other loss. Thus, employees are encouraged not to bring keepsakes, treasures or items of value.

#### **G. PROPERTY**

The School reserves the right, at all times and without prior notice, to inspect and search all School property for the purpose of promoting safety and security in the workplace or compliance with state and federal laws. These inspections may be conducted during or outside of business hours and in the presence or absence of the employee.

In addition, in order to ensure the safety and security of employees and guests, and to stop suspected wrongdoing or breach of the School's policies, the School reserves the right to question any employee or other individual entering onto or leaving the School premises, and to search any containers or items that the individual may be carrying. The School also may require employees while on the job or on the School's premises to agree to reasonable inspection of their personal property.

## V. BENEFITS

### A. ELIGIBILITY

The benefits listed below are, unless otherwise specifically excluded, available to all employees who are actively working at least 20 hours per week. Employees who work less than full time will have some benefits pro-rated. For example, employees who work 2/3 time will be eligible to accrue 2/3 of the vacation accrued by full time employees.

If you have questions concerning your benefits, please contact the Principal.

### B. INSURANCE

#### 1. State Unemployment Insurance (SUI)

The California State Unemployment Insurance (SUI) provides for temporary assistance to eligible individuals who have lost their jobs through no fault of their own. It is not based on need and is not considered welfare. Though exempt from this law for its employees, the School voluntarily provides coverage for all eligible employees. Eligibility for benefits and extent of coverage is determined by the State Employment Development Department (EDD). Claims may be filed in any EDD office.

Please see the Principal or Superintendent of Schools or appointed designee for clarification on UI eligibility.

#### 2. State Disability Insurance (SDI)

Disability insurance is payable when eligible employees are unable to work because of any sickness, illness or injury that prevents them from doing their regular or customary work. This program is for illness or injury that is **not work related**. Eligibility is determined by the state. This disability may not be caused by the employee's job [see Workers' Compensation below]. Employees may not receive both Unemployment Insurance and State Disability Insurance benefits for the same period of time. The SDI premium is deducted from employees' pay. The State of California determines the SDI premium rate at the beginning of each calendar year.

Claim forms should be obtained from the EDD office immediately because there is a time limit for filing.

SDI normally pays up to two-thirds of regular pay up to certain limits. At the request of the employee, the School will integrate available sick pay with the State Disability Insurance benefits to extend sick leave as far as possible. For example, if an employee earns \$10.00 per hour and becomes disabled, the SDI benefit may pay that employee \$6.00 per hour. If that employee has available sick leave, the School would integrate with the SDI benefit up to a maximum of \$4.00 additional per hour and .4 hours of accrued sick leave will be applied. It is against the law for an employee to receive more

than 100% of their pay while on SDI. This would enable an eligible employee to receive his/her approximate current hourly rate while disabled so long as sick leave is available.

The integration of sick leave benefits with State Disability Insurance (SDI) will be made after the employee receives his/her SDI benefit. Employees must forward a copy of their SDI benefit payment to the School Administrator/Office Manager in a timely manner. Payments by the School will cease once sick leave benefits are exhausted.

If this School determines that the employee would be entitled to SDI payments, sick leave benefits will be reduced by the amount of state disability benefits to which the employee is entitled, whether or not the employee actually files for disability benefits.

### **3. Workers' Compensation**

All employees of the School are covered by Workers' Compensation Insurance for a job-related illness or injury. Premiums are paid by the employer. Any job-related illness or injury must be reported immediately to your supervisor. Benefits will be paid according to California law.

### **4. Social Security (FICA)**

Employees are covered under the Federal Social Security Program (FICA). Individual benefit amounts vary depending on the employee's earnings. The Social Security program also includes a disability benefit. Employees who become disabled may be entitled to Social Security benefits regardless of their age. Dependents may also be entitled to Social Security benefits.

Taxes to cover this program are withheld from the employee's gross pay. Additionally, the employer contributes an amount equal to each employee's contribution. There are currently no exemptions to FICA. Please contact any Social Security Office for further information.

### **5. COBRA Coverage**

The School offers employees or dependents who are affected by a "Qualifying Event," such as termination of employment, death of a spouse or divorce, the opportunity to continue medical and/or dental coverage for a limited period of time under the provisions of the COBRA statute. COBRA enrollment and premiums in group medical plans are the sole responsibility of the employee. It is the employee's responsibility to notify the School of a "Qualifying Event."

## **C. EMPLOYEE BENEFITS AND PLANS**

The Archdiocese and the School care about you and your family's health and well being and understands that it is important to plan for your future retirement. We share with you your commitment to care for your family and plan for your future. In doing so, the Archdiocese offers generous health insurance and savings plans summarized below.

## **1. Medical, Dental, Vision And Life Insurance Plan**

The School offers eligible employees and eligible dependents an opportunity to participate in medical, dental, vision and life insurance plans. The cost for these plans is an employer/employee-shared expense that is communicated to participants in writing. The employee's share will be deducted from his/her paycheck on a pre-tax basis. Employees should consult the specific benefit plan documents for more complete information about eligibility and details of the plan. In each case, the specific benefits' Summary Plan Description is controlling.

Should an employee elect to enroll in the medical benefits, coverage begins on the first day of the calendar month following hire (e.g., if the employee begins work on November 20, the effective date of coverage is December 1). Coverage ends on the last day of the month of termination (e.g., if an employee terminates employment on December 20, coverage ends on December 31).

Information on these insurance programs is discussed during the new employee's orientation. Booklets on each of the plans are available for all eligible employees. Generally, employees can make changes in their health plans once a year, during open enrollment. Contact the Principal for any questions.

## **2. Long Term Disability**

The School also provides, at no cost to eligible employees, income protection in the event of employee's disability caused by a covered illness or injury. Disabled employees can receive a benefit up to two-thirds of their monthly salary coordinated with SDI up to certain limits. For more information, check with the Principal.

## **3. Pension Plan**

The School provides a pension plan for eligible employees that is funded by the employer. For details concerning the pension plan, eligibility and vesting, please refer to the Summary Plan Description or contact the Principal.

## **4. Tax Deferred Savings Plan 403(b)**

The School makes available to eligible employees a voluntary savings program. This program allows employees to supplement retirement income on a tax-favored basis by payroll deduction. This savings plan takes advantage of IRS rules, which allow certain employer groups, such as religious organizations, to establish a voluntary pre-tax savings program.

## **5. Flexible Spending Accounts (Section 125)**

Eligible employees can participate in a voluntary benefit plan that allows them to set aside a portion of their earnings each payday before it is taxed. There are three components to this plan:

- Premium Only Plan (POP): Automatic withholding of health plan premiums for employee and dependents unless waived in writing.
- Flexible Medical Spending Account: Used to pay for certain unreimbursed medical expenses.
- Flexible Dependent Care Spending Account: For certain unreimbursed dependent care expenses.

For further details please see the Principal.

## **6. Catholic Cemetery Burial Benefit**

Full and part time active and retired lay employees are eligible for a 10% discount on the price of a grave, crypt or niche at the three Archdiocesan cemeteries: Holy Cross, Colma; Holy Cross, Menlo Park; and Mt. Olivet in San Rafael.

The discount will be given only on the price of a grave, crypt or niche for the employee's use. However, employees who purchase a large family plot to include interment of parents, spouse or children will be given the discount on all graves within the plot. Note that the purchase must be for a family unit, not individual graves.

Proof of employment must be provided via Archdiocesan employee payroll number. For retired employees, proof of retirement must be available.

No other discounts or allowances are available. Once employees sign a contract with the Cemetery, it will be honored regardless of resignation or other reasons for termination.

## **7. Employer Paid Health Insurance Premium During Authorized Medical Leaves**

As a Catholic organization committed to following the path of Christ in the care of others, the Archdiocese has established a Policy Regarding Employer Paid Health Insurance Premium During Authorized Medical Leaves. If an employee who is enrolled in an Archdiocesan health plan becomes terminally or seriously ill during his or her employment with the School, he/she may become eligible for this benefit. Please contact the Principal concerning this policy.

## **8. Holidays And Holy Days**

**[To be inserted in Addendum]**

## **9. Vacation**

**[To be inserted in Addendum]**

## **10. Sick Leave**

Employees who are ill should take time off to get well. The School provides eligible employees paid time off during periods of disability or illness.

Sick leave is earned by regular full-time employees at the rate of 10 days per fiscal year (.83 days per month for exempt employees and .0384 per hour worked for non-exempt). All unused sick leave not used during the fiscal year can be carried over to the next fiscal year up to a maximum of 30 work days.

Regular part-time employees accrue sick leave in proportion to the amount of time they work. Employees who terminate will not be paid for unused sick leave benefits.

Sick leave can be used for the following reasons:

1. If an employees is ill, injured, temporarily disabled, or for a doctor's, dentist's, or other health care provider appointment;
2. An employee may use his/her annual sick leave accrual (i.e., the amount that would be accrued during twelve months) to attend to illness of his/her child, spouse or parent. This includes foster, step and adopted children and parents. All restrictions placed on employees for the use of sick leave also apply to the use of sick leave for their family members. The Pastoral Center will not discipline, discriminate against, or discharge employees who take advantage of their right to use sick leave to care for a family member.

Time off due to sickness or injury, even if compensated, will not be considered hours worked for calculation of overtime pay.

## **11. Job Training**

When the School sends employees for training, the training is to be paid for by the School. Time spent by employees in such training is considered time worked. This time must be recorded on the time card as "Training" or "Paid Other." The supervisor must sign off on the time card before it goes to the Principal or Superintendent of Schools or appointed designee for final approval.

Employees who take time off to attend training not sponsored or authorized by the School must use vacation or personal days if allowed or unpaid leave. The employee must ask their supervisor for the time off and must let the supervisor know if they wish to use vacation time or take unpaid leave.

## **12. Jury Duty**

The School encourages employees to fulfill their civic obligations. If called to serve on jury duty, employees are to notify their supervisor immediately.

Employees who are summoned for jury duty will be paid their regular rate of pay for a maximum of ten working days per year. Employees are to report to work on any days or partial days that they are not required to report or are excused from Court by 1:00 p.m. or earlier. The School reserves the right to request the court to postpone service or to excuse employees from jury duty based upon its need for the services of an employee at a particular time.

Employees are required to record jury duty on their time card and attach a copy of their jury duty receipt so they may be paid for jury time.

### **13. Military Leave**

Employees with more than one year of service will be protected against loss of income up to two weeks pay in a calendar year as a result of participation in annual training duty in the US. Military Reserves or the National Guard. In these circumstances, the School will pay the difference between what an employee earns from the government for military service and what s/he would have earned from normal straight time pay on the job.

An unpaid military leave of absence will be granted if employees are required to be absent in order to serve in the uniformed services of the United States for a period of up to five years (not including certain involuntary extensions of service).

### **14. Legal Service Leave**

Regular employees are allowed by law up to three days unpaid leave per year to appear in court as a principal in a legal action or a prospective parent in adoption proceedings. Employees are allowed unpaid leave to appear in response to a summons by a court. The request for leave must accompany a copy of the summons/notice of hearing and both must be submitted to the Principal as soon as the summons/notice is received.

### **15. Bereavement**

Employees who lose a relative usually need time to make funeral arrangements, attend services and attend to their own and family needs. The School will provide employees paid leave from work according to the following guidelines:

Death of spouse, child or parent	up to 5 consecutive work-days
Death of sibling or legal guardian	up to 3 consecutive work-days
Death of grandparent, mother or father-in-law, brother/sister-in-law, stepparent, stepbrother/sstepsister, aunt, uncle, niece, nephew or grandchild	up to 2 consecutive work days.

For employees who attend the funeral of a spouse, child, parent or sibling more than 150 miles from the Archdiocese of San Francisco an additional bereavement day may be added, and if out-of-state, two additional days may be added.

If the Principal authorizes staff to attend a funeral (e.g., of a co-worker), employees attending the funeral service should record that time as "other paid." This policy applies to all employees.

## **D. UNPAID LEAVES OF ABSENCE**

### **1. Parent Leave For Children In School**

Regular employees who are parents or guardians of a child or children enrolled in kindergarten through grade 12 or a licensed day care facility, may take up to 40 hours per calendar year for the purpose of participating in activities, conferences, meetings or other school functions at the school or licensed day care facility. Employees are limited to no more than eight (8) hours off for this purpose in any one calendar month. Employees must provide reasonable advance notice of the planned absence to the supervisor.

The School does not pay employees during time off for school activities; however, employees may use vacation or personal days for this purpose.

### **2. Other Unpaid Leaves**

Under certain circumstances the School will grant employees an unpaid leave of absence. This unpaid leave could be for personal or medical reasons.

### **3. Request For Personal Unpaid Leave**

A request for a leave of absence is to be submitted in writing to the Principal as far in advance as possible. The School does not normally authorize an unpaid leave of absence. Any requests for an unpaid leave will be reviewed, among other things, in light of whether schedules can be maintained, except in an emergency situation or when otherwise required by law. Employees must be specific about the reasons for a requested leave of absence and must indicate an expected return to work date.

Employees who have been continuously employed by the School for at least twelve months may request an unpaid leave of absence. All accrued vacation and personal days must be used prior to granting an unpaid leave of absence. Unpaid leaves of absence are limited to a minimum of one week and a maximum of three months.

Requests for an unpaid leave of absence or any extension of an existing leave of absence must be submitted in writing and approved by the Principal or Superintendent of Schools or appointed designee before the leave is taken.

Employees on an authorized unpaid leave of absence will generally be entitled to return to their position, or a similar position, as long as they do not exceed the agreed upon time frames. However, the School reserves the right to eliminate a position for legitimate business reasons and lay off anyone in that position, even if on an approved leave of absence, except where prohibited by law.



#### **4. Continuation Of Benefits**

Employees on an unpaid leave of absence do not accrue vacation or sick leave benefits or holiday paid time off. Employees must continue to pay their own insurance premiums as well as their dependent coverage at their own expense. Accruals for sick leave and vacation will be reinstated if/when employees return to paid status.

#### **5. Return To Work**

Employees who are granted personal unpaid leave of absence will be informed of the conditions concerning returning to work, including the period (if any) during which they will be guaranteed reinstatement to the same or equivalent position. Employees who return to work from a leave because of their illness or injury must provide medical certification that they can safely perform the essential functions of their job.

### **E. FAMILY & MEDICAL LEAVE**

The School complies with the provisions of the federal Family and Medical Leave Act (FMLA). This law requires employers to provide up to a total of 12 workweeks of unpaid leave per 12-month period to eligible employees for certain family and medical reasons. Employees are eligible if they have worked for the School for at least one year and for 1,250 hours over the previous 12 months. The School uses a “rolling” 12-month period measured backward from the date an employee needs/begins a leave to determine whether leave time is available, unless another calculation is required by law. In the event of a conflict between the general leave policies and the provisions of the FMLA, the provisions of the FMLA shall prevail.

Please contact the Department of Catholic Schools for additional information and to determine whether a proposed leave is covered by the FMLA.

A total of 12 workweeks per 12-month period of FMLA leave may be used for one or more of the following reasons:

#### **1. Medical Leave**

Employees who are unable to work because of their own “serious health condition” (as defined by law) may be granted a medical leave of absence. This type of leave includes serious health conditions caused by pregnancy, childbirth, or other related medical conditions. The School requires certification of the employee’s need for medical leave, both before the leave begins and on a periodic basis during the leave by the employee’s health care provider. Contact the Principal for more information.

#### **2. Parental Leave**

Female employees, when not disabled by pregnancy or childbirth (see above), and male employees are eligible for a parental leave of absence to care for a child upon birth or upon placement for adoption or foster care. Parental Leave may be taken on an

intermittent or reduced schedule if the employee and the Principal agree that it will be taken in this manner.

### **3. Family Care Leave**

Employees may be granted a family care leave of absence for the purpose of caring for a child, spouse or parent who has a serious health condition. The School requires certification of the family member's serious health condition, both before the leave begins and on a periodic basis, by the family member's health care provider.

### **4. Continuation Of Benefits During FMLA**

The School will continue to pay the employer's cost of eligible employees' group medical insurance (i.e., medical and dental) for the duration of the leave of absence covered by the FMLA (up to 12 work weeks per 12-month period). Employees are responsible for their cost of the premium coverage throughout the leave of absence and employees must pay appropriate premium(s) if they wish to continue dependent coverage during this period.

Except as otherwise provided for under the FMLA and/or specific terms of a given benefit plan, the period of time that an employee is on an approved leave of absence is excluded for purposes of determining eligibility for certain benefits such as vacation, sick leave and pension. Employees who return from a leave of absence in excess of thirty (30) days, will have the eligibility and accrual dates for such benefits adjusted to reflect the period of the leave.

A leave of absence may impact an employee's pension benefit. Please refer to the pension booklet for more information.

### **5. California Paid Family Leave (PFL)**

The California Paid Family Leave (PFL) is a new law that provides up to 6 weeks of leave in a 12 month period, for all lay employees who are covered by State of California State Disability Insurance. The employee is paid first by using up to two weeks of accrued vacation (if any vacation has accrued) and then by the State program. The State of California Disability Insurance, commonly called State Disability Insurance (SDI), covers all Archdiocesan lay employees (priest and religious are not eligible for this benefit) who are paid any wages through the payroll system.

### **6. Using Available Vacation And Sick Leave**

Employees may use all available sick leave and all employees have a right to use their vacation. The remainder of the leave is uncompensated by the School (although in some circumstances employees may be entitled to some compensation under the State Disability Insurance program).

Where the necessity for leave is foreseeable, employees are required to provide the employer with at least 30 days notice. If unforeseeable circumstances require the leave to begin in less than 30 days, the notice must be provided as soon as it is practical.

All family or medical leaves must have the prior written approval of the Principal.

#### **7. Conditions Of Reinstatement From Leave**

Under most circumstances, employees returning from an approved leave of absence at the agreed upon time will be returned to their previous position or to an equivalent position with equivalent pay, benefits, and other employment terms and conditions. However, you have no greater right to reinstatement than if you had been continuously employed rather than on leave. For example, your employment may be terminated in conjunction with a layoff or a job elimination during a leave the same as if you were not on a leave.

#### **8. Failure To Return To Work**

Employees who do not return to work following the completion of an approved leave of absence will be considered to have resigned their position with the School unless they have obtained a leave extension prior to expiration of the approved leave of absence.

**VI. TRAINING AND TRAVEL EXPENSES (ALL BUSINESS RELATED TRAVEL MUST BE APPROVED IN ADVANCE BY THE PRINCIPAL AT HIS/HER SOLE DISCRETION, AND IF APPROVED WILL BE SUBJECT TO THE FOLLOWING GUIDELINES.)**

**A. TRAINING EXPENSES**

**1. Registration**

The School will pay for the cost of registration, tuition or other fees associated with the cost of attending approved conventions, convocations, workshops, or classes.

**2. Mileage**

Work related travel please see mileage reimbursement Section II G on page 10 for information.

**B. OUT OF AREA BUSINESS TRAVEL**

**1. Procedures And Costs**

In considering the benefits of such travel, employees and their supervisor should consider the costs involved, both time away from ordinary job responsibilities and indirect financial outlay.

1. Before employees accept organizational leadership positions requiring travel and time away from work, they will consult with their supervisor, discussing the benefits and costs of participation. Specific approval of the Principal is required.
2. Prior to arranging business travel, including attendance at workshops, conventions, convocations, or meetings, employees must obtain the approval of their supervisor and Principal.
3. Upon return from the business trip, employees will brief their supervisor in writing on activities and benefits of the trip.
4. Out of area travel expenses must be kept within approved budgets.

**2. Travel Arrangements**

Employees should make travel arrangements themselves. Reservations should be made as far in advance as possible in order to achieve maximum savings.

Employees should fly coach class or other lowest fare available. Any upgrade in class will be at the employee's personal expense. The School will cover the cost of any flight cancellation or change penalties incurred for valid work-related reasons. However, supervisors must approve such changes in flight arrangements.

Employees who include personal travel, or incur costs pertaining to spouse, family or friends joining them as part of their business travel will be responsible for paying any added costs. In the case of airfare, this will be determined by subtracting the best round trip fare to the business destination from the cost of the full itinerary.

Employees will be reimbursed for transportation costs to and from the airport that exceed normal commute and for airport parking while away, or for taxi or shuttle fare. Employees should choose the least expensive travel alternative.

### **3. Lodging**

Employees traveling on business should choose moderate accommodations. When attending conventions or meetings, it is appropriate to stay at the “official” hotel of the gathering; and, in any event, not incur a hotel charge that is higher than that of the official hotel. Single occupancy or shared accommodations are acceptable.

When family members or friends accompany employees on a business trip, charges beyond the cost for single occupancy accommodations will be paid by the employee.

### **4. Ground Transportation**

With approval, employees traveling on School business may rent a car when a less expensive means of transportation is unavailable or when automotive rental will best facilitate the completion of business. Lower priced rental alternatives should be chosen.

Charges for use of taxis, shuttles, buses and other means of transportation are reimbursable.

### **5. Telephone Calls**

Employees will be reimbursed for work-related telephone calls as well as a brief call home each day while traveling outside the area. When possible, calls should be placed on a telephone credit card rather than billed through the hotel.

### **6. Non-Reimbursable Expenses**

Expenses not related to the business activity are not reimbursable. Examples of non-reimbursable expenses include, but are not limited to, the cost of movies, tours or other entertainment, bar bills, the cost of reading materials, meal expenses of personal guests and losses due to theft or misplacement.

### **7. Reimbursable Expenses**

Employees should request reimbursement for expenses within thirty calendar days of the expenditure. Written approval of the reimbursement must be by the Principal. The request for reimbursement must include appropriate details and receipts of expenses being submitted for reimbursement, such as purpose of business meal, persons in

attendance, where meal occurred and what subjects discussed. Advances for meal, hotel and transfer expenses are available upon request. Unused tickets are to be returned for credit or refund and the receipt given to the Principal for credit to the appropriate budget.

## **VII. TERMINATION OF EMPLOYMENT**

### **A. VOLUNTARY TERMINATION**

The most common type of termination is voluntary resignation. This includes employees who leave employment at the School to accept other employment, move, return to school, assume household responsibilities, resign for medical reasons, or retire.

#### **1. Letter Of Resignation**

As a courtesy, employees in non-exempt positions are asked to submit their written letter of resignation at least two weeks before their last active day of work. As a courtesy, employees in exempt positions are asked to submit their written letter of resignation at least four weeks before their last active day of work.

#### **2. Paycheck**

Employees giving a minimum of 72 hours notice (three working days) of intent to resign will be paid their pay and accumulated vacation for all hours worked on the last day of active work.

Employees who resign without prior notice must receive their last paycheck and accumulated vacation pay within 72 hours (three working days) from the time notice is given to the School.

### **B. INVOLUNTARY TERMINATION**

As noted in Section I. A., employment at the School is at-will. In addition to situations surrounding at-will terminations, certain conditions (including, but not limited to, those related to financial resources, reorganization of programs, priorities of departments, or change in administrative structure), may make it necessary to transfer or lay off employees. Should this occur, the primary consideration will be whether there is a need for the position, relative to other positions. Employees who transfer to another position will receive the salary designated for the new job classification.

In the event of layoff (not including voluntary terminations described above) regular employees will receive:

1. When possible at least four weeks notice that their position is being eliminated;
2. If appropriate, there may be severance pay, at the discretion of the Pastor and Principal. Severance pay, in the amount of 1 week's additional salary upon termination for every year of active service (partial year will be prorated) employed by the School as a lay employee, unless another comparable diocesan position is offered to the employee prior to the severance date.

Example: If an employee had worked 10 full years at the School and was earning \$500/week (gross) in salary, the severance pay would total \$5,000.00, less appropriate deductions. Severance pay will only be paid once for each year of active employment;

3. For the purpose of calculating severance pay, employment in any archdiocesan school, School or agency will be counted. Employees are required to sign a release document provided by the Archdiocese in order to receive severance pay.

### **C. EXIT INTERVIEW**

Employees who leave the School for any reason will be encouraged to participate in an exit interview with the Principal. This provides an excellent opportunity for employees to candidly speak about their employment experience at the School.

#### **1. Return Of Employer Property**

On or before the last day of active employment, employees must return all property or items belonging to the School, including but not limited to keys, credit cards, pagers, parking stickers, gate openers, cell phones, computer equipment, and all School property, tools and/or supplies. Additionally, terminating employees will return to the School all records, data, plans, programs, magnetic tapes, diskettes, discs, rolodex cards, passwords, letters, School lists, electronic mail, or other documents or materials of any nature which are in their possession or control which they obtained during their employment with the School.



## **VIII. DISPUTE RESOLUTION**

### **A. Disputes Involving Policy Decisions**

Disputes and complaints arise from time to time within an employment relationship. An unresolved complaint or dispute relating to the interpretation of any of the policies set forth in this handbook, with the exception of an employee's termination from employment or allegations of discrimination, sexual or other harassment, or retaliation must use the following process:

1. Employees must notify their supervisor, in a timely fashion, of any grievance considered applicable for handling under this policy. The problem-solving procedure is the exclusive remedy for employees with disputes about policies or practices at the School with the exception of allegations of harassment, discrimination and termination. Such allegations of harassment, discrimination and termination may be resolved informally under this Dispute Resolution Procedure but otherwise must be resolved using the Alternative Dispute Resolution Policy.
2. Employees should initially approach their immediate supervisor and attempt to resolve the matter. The Supervisor will endeavor to respond to the complaint within 10 working days.
3. If step 1 fails to adequately resolve the complaint, the employee may approach their Principal. At this point, the concern must be in writing and must contain a brief statement of the facts of the grievance, the basis of the objections and the desired remedy. The written grievance must be submitted within ten (10) working days of completing Step 1 above.
4. The Principal or designee will investigate the concern. The Principal or designee will meet with all parties involved. When the Principal or designee finishes his/her investigation, a response in writing will be prepared. Once the written response is prepared it will be given to the employee involved in the dispute within 10 working days.
5. If the solution proposed by the Principal is not satisfactory, the employee may appeal the decision to the Superintendent of Schools or designee. This is the final internal level of review and decision-making. Once the written complaint is received, the Superintendent of Schools or his/her designee will endeavor to investigate and prepare a response within 10 working days. Any further grievance or dispute regarding termination, harassment, or discrimination is subject to the Alternative Dispute Resolution Policy.

Only issues involving employment terms and conditions and/or meaning and application of the written personnel policies may be submitted for review. Grievances that question, dispute, or challenge the teachings and principles of the Roman Catholic Church may not be submitted for review, and will not be reviewed.

## **B. Alternative Dispute Resolution Policy**

As an expeditious and economical way to settle serious employment disputes including those relating to, or arising out of, termination of employment, alleged discriminatory conduct, including those alleged sexual or other harassment or retaliation without the need to go through the courts, the Archdiocese of San Francisco and its Schools agrees, and requires its employees, to submit such disputes to final and binding arbitration as set forth more fully in the Archdiocese of San Francisco's Alternative Dispute Resolution Policy. (See Exhibit E.) Covered disputes include without limitation, alleged violations of federal, state and/or local laws and statutes including, but not limited to, claims arising under Title VII of the Civil Rights Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act of 1967; claims based on any purported breach of contractual obligation, including breach of the covenant of good faith and fair dealing; claims of wrongful termination or constructive termination; and claims based on any purported breach of duty arising in tort, including violations of public policy. All such disputes shall be settled exclusively by final and binding arbitration; only an arbitrator, and not a judge or jury, will hear such disputes.

## **IX. CONCLUSION**

In closing, many of the School and Employee benefits and policies have been treated only briefly in this handbook. If you have any questions or want more information, the School Administrator or the Principal or Department of Catholic Schools or appointed designee will be happy to help you with questions or problems.



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