



ROMAN CATHOLIC  
DIOCESE OF RENO

LAY EMPLOYEE  
HANDBOOK

*Revised 2018*



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## **I. INTRODUCTION**

This Employee Handbook contains general information about the employment policies, procedures and benefits for lay employees of the Diocese of Reno. Please read it carefully and keep it for future reference. For purposes of this Handbook, the term “employee” includes all lay persons who receive compensation for their work on behalf of the Diocese of Reno, with the exception of teachers and certain administrators at Diocesan schools who are under contract. The term “Diocese of Reno” includes the Diocesan Pastoral Center, parishes, parochial schools, cemeteries, and all agencies and operations of the Nevada corporation, The Roman Catholic Bishop of Reno, and His Successors, a corporation sole.

No policies or procedures in this Handbook or any oral interpretations of the policies and procedures or the Handbook itself create or constitute an express or implied contract of employment between the Diocese and any employee or employees regarding length of service, wages, hours, procedures, policies, benefits, or any other terms or conditions of employment. The relationship between the Diocese and its employees is at-will. “At will” means that employment may be terminated by an employee or by the Diocese at any time, with or without notice, for any reason not otherwise prohibited by law or for no reason at all. This Handbook does not alter the employment “at will” relationship between the Diocese and its employees.

The contents of this Handbook and the policies and procedures described in it are presented only as a matter of information and general guidance. Except for the provisions for arbitration of certain employment disputes and for employment at will, the Diocese reserves the right at any time, to add, amend, supplement, modify, or rescind, in whole or in part, any policy, procedure, benefit or provision of this Handbook, or the Handbook itself, as, in its sole discretion, it deems appropriate, with or without notice, including the right to decrease an employee’s compensation and/or benefits, to transfer or demote an employee or otherwise to change the terms or conditions of any employee’s employment with the Diocese. You will be notified of all such additions, amendments, supplements, modifications and rescissions, which shall be in writing. No supervisor, manager, or other representative of the Diocese has the authority to make any verbal promises, commitments, or statements of any kind regarding Diocese policies, procedures, or any other issues that are legally binding on the Diocese. In the event of any conflict between the description of employee benefits in this Handbook, the Summary Plan Description, or the plan documents, the respective formal plan documents shall govern.

This Handbook supersedes any employee handbooks or other statements of employment policy or procedure that may have applied to you as an employee of the Diocese and that are inconsistent with and prior to this Handbook’s distribution. This Handbook is not intended to cover every specific instance but to establish general policies, procedures and guidelines. If you have a question about the interpretation or application of any information in this Handbook, contact the Chancellor of the Diocese.

We wish you the best of luck and success in your position and hope that your employment relationship with the Diocese of Reno will be a rewarding experience.

## **II. EMPLOYMENT POLICIES AND PRACTICES**

### **A. Employment With The Diocese Is At Will**

- i. All lay employees of the Diocese are employed on an "at will" basis. This means employees have the right to terminate their employment at any time,

for any reason or no reason, with or without cause or notice; and the Diocese can also terminate the employment of an employee at any time for any reason or no reason and with or without cause or notice.

- ii. This Handbook does not constitute a contract between the Diocese and the employee. Nothing in this Handbook or in any written policy statement, procedure, manual or document or in any oral statement by any Diocesan employee or representative shall modify this “at will” status in any way.
- iii. Unless your employment is covered by a written employment agreement, this policy of “at will” employment is the sole and entire agreement between you and the Diocese as to the duration of employment and the circumstances under which employment may be terminated.
- iv. The Diocese of Reno, as a non-profit organization, **does not** participate in either the State of Nevada or the Federal unemployment system. As a result, employees who leave employment with the Diocese of Reno are not eligible for unemployment benefits.

B. Equal Employment Opportunity

- i. The Diocese provides equal employment opportunities to all employees and applicants for employment without regard to race, color, sex, national origin, age, or disability.
- ii. This policy applies to all terms and conditions of employment, including, but not limited to, hiring, assignment, promotion, termination, layoff, recall, transfers, leaves of absence, benefits compensation, and training.
- iii. However, it is recognized that certain positions within the Diocese require membership and active participation in the Catholic Church. The Diocese further reserves 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.
- iv. The commitment of the Diocese to equal opportunity employment applies to all persons involved in the operations of the Diocese and prohibits unjust discrimination by any employee of the Diocese, including supervisors and co-workers.
- v. If you believe that, you have been subjected to any form of prohibited discrimination, or if you are aware of an incident of discrimination involving another employee, you are to provide a written or oral report to your supervisor or to any other Diocese supervisor or to the Chancellor.
  - 1. The report should be specific and should include the names of the individuals involved and the names of any witnesses.
  - 2. The Diocese will immediately undertake an investigation. The investigation will be completed and a determination made and communicated to you as soon as practicable. The Diocese will attempt to protect the privacy and confidentiality of all parties involved to the extent possible consistent with a thorough investigation.
  - 3. The Diocese takes complaints of discrimination very seriously.

4. There is no need to follow any formal chain of command when filing a complaint or when discussing or expressing any issue of concern regarding alleged discrimination, and you may bypass anyone in your direct reporting chain of command and file your complaint or discuss or express any issue of concern with the Chancellor at any time. The Chancellor, or someone under his or her supervision, will undertake an investigation, as deemed appropriate in the discretion of the Diocese, of any complaints.
  5. If the Diocese determines that prohibited discrimination has occurred, remedial action will be taken, commensurate with the severity of the offense, in the discretion of the Diocese.
  6. Appropriate action will be taken as necessary to deter any future discrimination.
  7. Employees who engage in illegal discriminatory or harassing conduct are subject to disciplinary action, up to and including termination.
- vi. Applicable law and Diocesan policy prohibit retaliation against any employee by any other employee or by the Diocese for reporting, filing, testifying, assisting or participating in good faith in any manner in any investigation, proceeding or hearing conducted by the Diocese or a federal or state enforcement agency.
1. If you believe you have been subjected to any form of prohibited retaliation, you are to provide a written or oral report to your supervisor or to any other Diocese supervisor or to the Chancellor.
  2. Any report of retaliatory conduct will be investigated in accordance with the investigation procedure outlined above.
  3. If a report of retaliation is substantiated, appropriate disciplinary action, up to and including unpaid suspension or termination, will be taken.
  4. If after investigating any complaint of discrimination, the Diocese determines that the complaint is frivolous and not made in good faith or that an employee has provided false information regarding the complaint, disciplinary action may be taken against the individual who filed the complaint or who gave the false information, up to and including an unpaid suspension or termination.

C. Prohibited Harassment

- i. The Diocese maintains a policy strictly prohibiting sexual harassment and harassment because of race, color, religion, age, national origin, disability or other category or characteristic protected by federal, state or local law. This policy applies to all persons involved in the operations of the Diocese and prohibits such harassment by any employee of the Diocese including supervisors and co-workers.
- ii. All such harassment is prohibited under this policy and will not be tolerated.
- iii. Each member of management at the Diocese is responsible for creating an atmosphere free of harassment, sexual or otherwise. Further, all Diocesan employees are responsible for respecting the rights of their co-workers.

- iv. Prohibited sexual harassment includes, without limitation, the following:
  - 1. Unwelcome sexual advances; requests for sexual favors; and all other verbal or physical conduct of a sexual or otherwise offensive nature, especially where:
    - a. Submission to such conduct is made either explicitly or implicitly a term or condition of employment.
    - b. Submission to or rejection of such conduct is used as the basis for decisions affecting an individual's employment; or
    - c. Such conduct has the purpose or effect of creating an intimidating, hostile, or offensive working environment.
    - d. Offensive comments, jokes, innuendos, and other sexually oriented statements.
  - 2. Examples of the types of conduct expressly prohibited by this policy include, but are not limited to, the following:
    - a. Touching, such as rubbing or massaging someone's neck or shoulders, stroking someone's hair, or brushing against another's body.
    - b. Sexually suggestive touching.
    - c. Grabbing, groping, kissing, fondling.
    - d. Violating someone's "personal space."
    - e. Offensive whistling.
    - f. Lewd, off-color, sexually oriented comments or jokes.
    - g. Foul or obscene language.
    - h. Leering, staring, stalking.
    - i. Suggestive or sexually explicit posters, calendars, photographs, graffiti, cartoons.
    - j. Unwanted or offensive letters or poems.
    - k. Sitting or gesturing sexually.
    - l. Sexual e-mail or voice-mail messages.
    - m. Sexually oriented or explicit remarks, including written or oral references to sexual conduct, gossip regarding one's sex life or sexual activities.
    - n. Questions about one's sex life or experiences.
    - o. Repeated requests for dates.
    - p. Sexual favors in return for employment rewards, or threats if sexual favor are not provided.
    - q. Sexual assault or rape.
- v. Harassment because of race, color, religion, age, national origin, disability or other category or characteristic protected by federal, state or local law includes, but is not limited to:



1. Verbal conduct such as epithets, derogatory comments, or slurs.
  2. Visual conduct such as derogatory posters, photography, cartoons, drawings, or gestures.
  3. Physical conduct such as unwanted touching, blocking normal movement, physical interference with normal work, unwelcome physical contact, or threatening, intimidating or hostile behavior directed at you because of your race, color, religion, age, national origin, disability or any other category or characteristic protected by law.
  4. Retaliation for opposing, reporting or threatening to report harassment, or for participating in an investigation, proceeding or hearing conducted by the Diocese or an investigating agency.
- vi. If you believe that you have been harassed on the job, or if you are aware of what you believe to be the harassment of another employee or employees, you are to provide a written or oral report to the pastor, principal or other immediate supervisor or to the Chancellor as soon as possible.
1. The report should include details of the incident(s), the names of individuals involved, the names of any witnesses, and any documentary evidence.
  2. This policy applies to all incidents of alleged harassment, including those which occur off-premises, or off-hours, where the alleged offender is a supervisor, coworker, or even a nonemployee with whom the employee is involved, directly or indirectly, in a business or potential business relationship.
  3. Should the alleged harassment occur at a time other than your normal business hours, your complaint should be filed as early as practicable on the first business day following the alleged incident.
- vii. The Diocese takes complaints of harassment very seriously.
1. There is no need to follow any formal chain of command when filing a complaint or when discussing or expressing any issue of concern regarding alleged harassment, and you may bypass anyone in your direct reporting chain of command and file your complaint or discuss or express any issue of concern with the Chancellor at any time.
  2. The Chancellor, or someone under his or her supervision, will undertake an investigation of all complaints.
  3. All incidents of harassment that are reported will be investigated by the Diocese. The Diocese will attempt to protect the privacy and confidentiality of all parties involved to the extent possible consistent with an appropriately thorough investigation.
  4. If the Diocese determines that prohibited harassment has occurred, the Diocese will take remedial action commensurate, in its discretion, with the circumstances.

5. If a complaint of harassment is substantiated, appropriate disciplinary action, up to and including unpaid suspension or termination, will be taken.
6. Appropriate action will be taken by diocese to deter any future harassment.
7. In furtherance of this policy, all supervisory employees who witness harassment or otherwise become aware of any allegations or complaints of harassment must report it to both the Chancellor and their immediate supervisor promptly. A supervisory employee's failure to promptly report such activity, complaints or allegations may result in disciplinary action, up to and including unpaid suspension or termination of employment.
8. Diocesan policy and applicable law prohibit retaliation against any employee by another employee, supervisor or the Diocese for reporting, filing, testifying, assisting or participating in good faith in any manner in any investigation, proceeding or hearing conducted by the Diocese or a federal or state enforcement agency regarding allegations of harassment.
  - a. If you believe that you have been the subject of prohibited retaliation under this policy, you are to report any such retaliation to your supervisor or any other Diocese supervisor or the Chancellor.
  - b. Any report of retaliation or retaliatory conduct will be investigated in accordance with the investigation policy of the Diocese outlined above. If a report of retaliation is substantiated, appropriate disciplinary action, up to and including unpaid suspension or termination, may be taken.
9. If, after investigating any complaint of harassment, the Diocese determines that the complaint is frivolous and not made in good faith or that an employee has provided false information regarding the complaint, disciplinary action may be taken against the individual who filed complaint or who gave the false information, up to an including unpaid suspension or termination.

D. Individuals With Disabilities

- i. The Diocese complies with the **Americans With Disabilities Act (“ADA”)** and applicable state and local laws providing for nondiscrimination in employment against qualified individuals with disabilities. The Diocese also provides reasonable accommodation for such individuals in accordance with these laws.
- ii. It is the policy of the Diocese to, without limitation:
  1. Ensure that qualified individuals with disabilities are treated in a nondiscriminatory manner in the pre-employment process and that employees with disabilities are treated in a nondiscriminatory manner in all terms, conditions, and privileges of employment.

2. Keep all medical-related information confidential in accordance with the requirements of the ADA and retain such information in separate confidential files.
3. Provide applicants and employees with disabilities, who can perform their essential job duties, with reasonable accommodation, except where such an accommodation would create an undue hardship on the Diocese.
4. Notify individuals with disabilities that the Diocese will provide reasonable accommodation to qualified individuals with disabilities, by including this policy here in this Handbook and by posting the Equal Employment Opportunity Commission's poster on not discriminating against individuals with disabilities and other protected groups.
5. Qualified individuals with disabilities may make requests for reasonable accommodation to the Chancellor.
  - a. On receipt of an accommodation request, the Chancellor or his or her representative will meet with the requesting individual and the supervisor to discuss and identify the precise limitations resulting from the disability and the potential accommodation that the Diocese might make to help overcome those limitations.
  - b. The Diocese will determine the feasibility of the accommodation and inform the employee of its decision on the accommodation request.

E. Background Checks And Employment References

- i. Before an employee is hired by the Diocese, a criminal background check will be conducted.
- ii. The Diocese reserves the right, without notice or cause, to conduct an updated criminal background check on any employee.
- iii. Accepting employment with the Diocese is a consent to such updated criminal background checks.
- iv. Attending a Protecting God's Children Awareness Session is a condition of employment for the Diocese of Reno. In order to stay in compliance, employees are required to read at least 24 bulletins and a recertification review. Employee signature indicates consent for Protecting God's Children and the Diocese of Reno Policy on Sexual Misconduct.

F. Drug Screening

- i. After an offer of employment has been made, the Diocese may require a pre-employment drug screening conducted by a physician or clinic designated by the Diocese. Any offer of employment that an applicant receives from the Diocese will be contingent upon satisfactory completion of this screening. The cost of the screening will be paid by the Diocese.
- ii. As a condition of continued employment, an employee may also be required to undergo periodic drug screenings, at time specified by the Diocese,

consistent with applicable laws. Post - accident drug testing for a Worker's Compensation claim may be required. All Diocesan required drug screenings are paid for by the Diocese.

- iii. Any questions about drug screenings should be directed to your supervisor or the Chancellor.

G. Relatives Of Employees

- i. The Diocese permits the employment of qualified relatives of employees and people sharing the same household as long as such employment does not, in the opinion of the Diocese, create actual or perceived conflicts of interest or result in a relative having supervisory authority. Any exceptions to this policy must be approved by the Bishop or his designee before an employment offer is extended.
- ii. For purposes of this policy, "relative" is a spouse, child, parent, sibling, grandparent, grandchild, aunt, uncle, first cousin, or corresponding in-law or "step" relation.
- iii. The Diocese reserves the right to make decisions regarding the employment of related employees or employees sharing the same household in its sole discretion. If, in the opinion of the Diocese, a conflict or apparent conflict exists, or a supervisory relationship exists, the Diocese reserves the right to transfer one of the employees at the earliest practicable time.
- iv. This policy applies to all categories of employment at the Diocese, including temporary and part-time employees.

H. Immigration Compliance

- i. The Diocese will comply with applicable immigration laws, including the Immigration Reform and Control Act of 1986 and the Immigration Act of 1990.
- ii. 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. An employee's eligibility for employment must be verified with a completed I-9 form, which shall be placed in the employee's personnel file.

**III. INTRODUCTORY PERIOD**

- A. The first three months of your employment with the Diocese is referred to as an introductory period. This introductory period permits the Diocese to evaluate the employee's performance and it permits the employee to assess whether the position is appropriate for the employee's interests and skills.
- B. The employee should use the introductory period to ask questions of his or her supervisor regarding the job duties and to request feedback regarding his or her performance.

- C. The supervisor will ordinarily review an employee's performance with the employee upon completion of the introductory period of 90 days.
  - i. An employee who is already employed by the Diocese but transfers to a new position with the Diocese will serve a new introductory period. The employee will, however, continue to be eligible for employee benefits, as appropriate.
  - ii. Completion of the introductory period does not change the fact that employment with the Diocese is at will.

#### **IV. PERSONNEL RECORDS**

- A. A cumulative personnel file is maintained by the Diocese for each employee. These files contain documentation regarding all aspects of the employee's tenure with the Diocese, such as performance appraisals, beneficiary designation forms, disciplinary warning notices, and letters of commendation.
- B. Health and medical records are not included in an employee's personnel file. These records are maintained separately.
- C. Health and medical information or records will be disclosed only as:
  - i. allowed by law.
  - ii. to the employee's personal physician upon written request with the written permission of the employee; or
  - ii. as required for workers' compensation claims or cases.
- D. The Diocese will restrict disclosure of an employee's personnel file to authorized individuals within the Diocese.
  - i. Any request for information from personnel files must be directed to the Payroll Office.
  - ii. Only the Chancellor is authorized to release information about current or former employees.
  - iii. Disclosure of personnel information outside the Diocese will be limited; however, the Diocese will cooperate with requests from authorized law enforcement or local, state or federal agencies conducting investigations.
- E. As a Diocesan employee, you may review any records kept by the Diocese containing information used by the Diocese to determine your qualifications and any disciplinary action taken against you.
  - i. You will be provided with a copy of those records upon request.
  - ii. The records that a Diocesan employee is entitled to review do not include confidential reports from previous employers or investigative agencies, other confidential investigative files concerning the employee or person referred or information concerning the investigation, arrest or conviction of that person for a violation of any law.

- F. The Diocese will allow you to submit a reasonable written explanation in direct response to any written entry in the records of employment regarding the employee. Any such written explanation must be reasonable in length and will be maintained by the Diocese in the employee's records.
- G. To ensure that your personnel file is up-to-date at all times, it is your obligation to notify your supervisor or the Personnel Office in writing of any changes in name, telephone number, home address, marital status, number of dependents, beneficiary designations, the individuals to notify in case of an emergency, and so forth.
- H. If you wish to change the number of dependents listed for income tax purposes, a new W-4 form must be completed and filed with the Payroll Office.

## **V. PERFORMANCE EVALUATIONS**

- A. To ensure that you perform your job to the best of your abilities, it is important that you be recognized for good performance and that you receive appropriate suggestions for improvement when necessary.
- B. Your supervisor will periodically review your performance and discuss the review with you.
- C. All performance reviews will be based on your overall performance in relation to your job responsibilities and will also take into account your conduct, demeanor, and record of attendance and tardiness.
- D. Your first performance evaluation will likely be conducted after you complete your introductory period.
- E. After that review, you will receive additional performance evaluations depending upon, but not limited to, job position, length of service, changes in job duties or recurring performance problems.
- F. Positive performance evaluations do not guarantee promotions or increases in salary.

## **VI. PROMOTIONS, TRANSFERS AND DEMOTIONS**

- A. Promotions will be based on meritorious work in an employee's current position as well as possession of the qualifications and competence for the position under consideration.
  - i. Promotions are effective when recommended by the immediate supervisor and subsequently approved.
  - ii. A copy of the recommendation and approval will be placed in the employee's personnel file.
- B. From time to time, as vacancies or new positions become available, the Diocese may choose to offer the position internally as well as to outside applicants.

- i. A current employee who is interested may apply for consideration and transfer.
  - ii. Prior service time with the Diocese and a meritorious work record are among the factors that can be considered.
  - iii. A current employee must meet the minimum job requirements of the new position before being transferred or promoted.
- C. Although employees are hired into a particular position, occasionally the overall staffing needs of the Diocese may require the transfer of an individual. In such cases, and in consultation with the affected parties, transfers will be at the discretion of the Diocese.
- D. Demotion is removal from a particular position to a position of lesser responsibility and pay.
  - i. A demotion could occur as a result of a decision by either the Diocese or the employee or both.
  - ii. The Diocese, in its sole discretion, may demote an employee at any time, for any reason or for no reason, with or without prior notice.

## **VII. DISCIPLINARY PROCEDURES**

- A. At the sole discretion of the Diocese, unacceptable work performance or misconduct by an employee may be handled with a progressive discipline process.
  - i. The progressive discipline process includes an oral warning followed by a written warning followed by an unpaid suspension from work followed by discharge.
  - ii. A copy of all written discipline should be placed in the employee's personnel file.
- B. The progressive discipline process is intended to give an employee both time and guidance in correcting a work-related issue.
  - i. The fact that a progressive discipline process is available does not mean it will be followed in every instance or in any instance.
  - ii. The Diocese retains full discretion to bypass some or all of the steps of progressive discipline.
  - iii. Nothing in the disciplinary process shall restrict the right of the Diocese, in carrying out its functions, to manage, direct and discipline its employees.
  - iv. The Diocese expressly reserves the right, in its sole discretion, to terminate the employment of any employee "at will."

## VIII. COMPENSATION POLICIES

### A. Employment Status Under The Fair Labor Standards Act

- i. All employees are classified in one of two pay categories under the federal Fair Labor Standards Act: exempt or nonexempt.
  1. *Exempt employees.*
    - a. Employees who are not required to be paid overtime, in accordance with applicable federal wage and hour laws, for work performed beyond forty hours in a workweek but whose salary represents payment for all hours they may be required to work in any given workweek.
    - b. Executives, professional employees, and certain administrators are typically exempt.
  2. *Nonexempt employees.*
    - a. Employees who are required to be paid overtime at the rate of time and one half (one and one-half times) their regular rate of pay for all hours worked beyond forty hours in a workweek, in accordance with applicable federal wage and hour laws, or more than eight hours in any workday unless by mutual agreement the employee works a scheduled 10 hours per day for 4 calendar days within any scheduled week of work in accordance with state law.
- ii. An employee will be informed of his or her initial employment status as an exempt or nonexempt employee during the orientation session.
  1. If the employee changes positions during employment with the Diocese as a result of a promotion, transfer, or otherwise, or if there is a change in the law affecting exempt status, he or she will be informed by the Payroll Office of any change in exemption status.
  2. An employee who believes that he or she has not been properly classified as exempt or non-exempt under the Fair Labor Standards Act or is not being paid properly should immediately so advise his or her direct supervisor or the Payroll Office.
  3. Reports of failure to pay for hours worked (non-exempt employees) or improper reductions in pay (exempt employees) will be promptly investigated. If it is determined that an error has been made, it will be corrected promptly.

### B. Categories Of Employment

- i. For purposes of personnel administration and eligibility for employee benefits, the Diocese classifies its employees as follows:
  1. *Full-time regular employees.* Employees hired to work 30 or more hours per week and 1560 hours or more per year. Such employees may be "exempt" or "nonexempt" from overtime pay requirements as set forth above.



2. *Part-time regular employees.* Employees hired to work between 20 and 29 hours per week and at least 1040 but less than 1560 hours per year. Such employees may also be "exempt" or "nonexempt" from overtime pay requirements as set forth above.
  3. *Temporary full-time employees.* Employees hired to work full-time for the Diocese with the understanding that their employment will be terminated no later than on completion of a specific assignment lasting no longer than six (6) months. Such employees may also be "exempt" or "nonexempt" from overtime pay requirements as set forth above.
  4. *Temporary part-time employees.* Employees hired to work for the Diocese for less than 20 hours a week or to work less than a full-time schedule for a specific assignment lasting no longer than six (6) months. Such employees may also be "exempt" or "nonexempt" from overtime pay requirements as set forth above.
- ii. Full-time employees are eligible for all employee benefits described in this Handbook. Part-time employees are eligible for some but not all employee benefits described in this Handbook. Temporary employees are not eligible for employee benefits except as required by applicable law.

### C. Hours

- i. The regular workweek for most full-time employees is thirty-five hours, divided into five days, Monday through Friday, with employees regularly scheduled to work seven hours per day.
- ii. The normal work hours for full-time employees are 8:30 a.m. to 4:30 p.m., Monday through Friday, with one hour unpaid lunch period, to be taken between 12:00 p.m. and 2:00 p.m., and two 15-minute rest periods, one in the morning and one in the afternoon.
  1. Times for lunch and rest periods will be determined by the supervisor.
  2. The working hours and schedule for part-time employees is determined by the supervisor.
- iii. Office hours of parishes and schools may vary with local practices; however, all locations must observe state and federal laws governing workdays and hours.
- iv. All non-exempt employees are required to record time worked on a daily basis, as well as any vacation, sick, or personal leave taken.
  1. Non-exempt employees must fill out and sign the appropriate time sheets or time cards for submission to the payroll office.
  2. Exempt employees are required to fill out appropriate time cards reflecting vacation, sick, or personal leave taken.
  3. All employees are responsible for accurately recording hours worked and leave taken.
  4. Falsification of time records is a violation of Diocesan policy and is grounds for discipline including unpaid suspension or termination.

D. Payroll

i. Dates

1. Employees are paid on the first and sixteenth of each month. If the first or the sixteenth of the month is on a weekend, employees are paid on the previous Friday. If the first or the sixteenth of the month is on a Holiday, employees are paid on the previous day.
2. In the event that your paycheck is lost or stolen, please notify your supervisor immediately. Your supervisor will, in turn, notify the Diocesan payroll supervisor, who will attempt to put a stop-payment notice on your check. If the Diocese is able to stop payment of the check, you will be issued another check. If the Diocese is unable to stop payment on your check, you will not be issued a replacement check.

ii. Deductions and Wage Garnishments

1. Required payroll deductions include Federal Withholding Tax, Social Security and Medicare taxes and employee portions of medical and dental insurance premiums.
2. Voluntary deductions include dependent medical coverage, short-term disability insurance, tax sheltered annuity plans and cancer insurance.
3. The Diocese is required to accept legal garnishments on employees' paychecks. In the event that garnishment or similar proceedings are instituted against an employee, the Diocese will deduct the required amount from your paycheck. The amount deducted from your compensation will not exceed that permitted by law and attachments will not affect your employment status with the Diocese.

iii. Inadvertent Or Improper Pay Deductions

1. If an exempt employee believes that he or she has had improper deductions from salary, the employee should immediately bring the matter to the attention of his or her supervisor for proper resolution.
2. The Diocese is committed to proper administration of all aspects of wage and hour law and, through this policy, makes its commitment to good faith compliance with the salary-basis test for exempt employees.

iii. Overtime Compensation

1. Overtime may occasionally be required by an employee's supervisor. A non-exempt employee who works more than 8 hours in a day or more than 40 hours in a week will be compensated for the overtime in accordance with state and federal law.

2. Hours worked between 35 and 40 per week will be paid at the straight hourly rate. Absences and holiday time will not be considered time worked for the computation of overtime.
3. Overtime is paid at the rate of one and one-half (1½) times the employee's regular hourly rate of pay.
4. An employee may not authorize or certify his or her own overtime. All overtime pay must receive prior written authorization of the immediate supervisor. Unauthorized overtime is grounds for disciplinary action up to and including unpaid suspension and termination.
5. For overtime purposes, the work day begins at 12:01 a.m. and ends at midnight. The work week begins at 12:01 a.m. Monday and ends at midnight the following Sunday.
6. Overtime will be paid to the nearest quarter hour.
7. Compensatory time off will not be allowed in lieu of overtime for non-exempt employees, except where permitted by law.
8. Exempt employees are expected to work as much of each work day as is necessary to complete their job responsibilities. No overtime or additional compensation is provided to exempt employees.

## **IX. WORKING CONDITIONS AND EMPLOYEE RESPONSIBILITIES**

### **A. Attendance, Absence And Tardiness**

- i. Good attendance and being on time are essential to the effective performance of every job of every employee of the Diocese. Poor attendance results in services being denied or delayed and places undue hardship upon fellow employees.
- ii. Employees are expected to report to work as scheduled, on time and prepared to start work.
- iii. Employees are also expected to remain at work for their entire work schedule, except for meal periods or when required to leave on authorized Diocesan business.
- iv. Recognizing, however, that illnesses, injuries and other personal situations requiring absence from the work place may occur, the Diocese has established sick leave and other policies to compensate employees for certain time absent from work. Those policies are described elsewhere in this Handbook.
- v. If, for any reason, you are unable to work or expect to be late, you must notify your supervisor within a half hour before your starting time each day that you are absent or late. If you are unable to call your supervisor yourself, you must have someone else do it for you. If someone else makes the call, you must talk with your supervisor personally as soon as possible. If your supervisor is unavailable, you must notify another supervisor at your place of work or the person designated by your supervisor to receive notice in such circumstances.

- vi. In all cases of absence or tardiness, employees must provide their supervisor with the reason or explanation. Employees must also inform their supervisor of the expected duration of any absence. The Diocese will comply with applicable laws relating to time off from work but it is the employee's responsibility to provide sufficient information to enable the Diocese to determine if any such laws apply.
- vii. If you are granted an authorized medical leave, different notification procedures apply. See the leave of absence policies elsewhere in this Handbook.
- viii. If you are absent for medical reasons, the Diocese may require you to submit a medical statement from a physician before you will be permitted to return to work. In such instances, the Diocese also reserves the right to require you to submit to an examination by a physician designated by the Diocese at its discretion.
- ix. Absenteeism or tardiness that is unexcused or excessive in the judgment of the Diocese is grounds for disciplinary action, up to and including an unpaid suspension or termination. If you fail to notify the Diocese as required above, your absence or tardiness is treated as unexcused for disciplinary purposes. If you fail to report for work without any notification to your supervisor, you may be considered to have abandoned or resigned your employment with the Diocese.
- x. Individuals with disabilities may be granted reasonable accommodation in complying with these policies if undue hardship does not result to Diocese operations. However, regular attendance and promptness are considered part of every employee's essential job functions.

**B. Personal Appearance And Behavior**

- i. The Diocese requires its employees to dress in appropriate business attire and to behave in a professional, businesslike manner. Your appearance and behavior play an important part in how the Diocese is perceived by the public.
- ii. Please use good judgment in your choice of attire and remember to conduct yourself at all times in a way that best represents you and the Diocese. This includes refraining from wearing inappropriate attire, such as revealing or provocative clothing, at Diocesan functions and events outside of work that are directly or indirectly related to your work for the Diocese.
- iii. Examples of attire that is inappropriate at all times include but are not limited to the following:
  - 1. Clothing with offensives pictures or words;
  - 2. Dirty or damaged clothing;
  - 3. Workout clothes, such as sweatpants;
  - 4. Beach wear such as shorts, thong sandals or tank tops;
  - 5. Work jeans or overalls; and
  - 6. Clothing that is revealing or provocative.

- iv. As a Diocesan employee, you are expected to accept certain responsibilities, adhere to certain principles in matters of personal conduct, and exhibit a high degree of personal integrity at all times. This not only involves respect for the rights and feelings of others but also demands that both in your working and in your personal life you refrain from any behavior that might be harmful to you, your coworkers, and/or the Diocese, or that might be viewed unfavorably by current or potential members of the Diocese or by the public at large.
- v. Whether you are on or off duty, your conduct reflects on the Diocese. You are, consequently, encouraged to observe the highest standards of professionalism at all times.
- vi. Types of behavior and conduct that the Diocese considers inappropriate include, but are not limited to, the following:
  - 1. Support by word or conduct, or advocacy of positions or conduct which oppose the teachings of the Church.
  - 2. Falsifying personal or work records including the employment application and any accompanying data; misappropriation or unauthorized divulgence of confidential Diocesan records or information; falsifying or failing to enter records required to be recorded in the course of business.
  - 3. Reporting to work intoxicated or under the influence of illegal drugs or controlled substances or the use of such alcohol, illegal drugs, or controlled substances while on the work premises; or illegally manufacturing, possessing, using, selling, distributing, or transporting illegal drugs or controlled substances; or being at work without proper dosage of any prescribed medications or the abuse or sale of prescribed medications.
  - 4. Theft; unauthorized removal, use of misappropriation of Diocesan property or the property of coworkers or members of the public.
  - 5. Dishonesty.
  - 6. Defacing, damaging, destroying, writing or painting upon or abusing Diocesan property, tools, equipment or the property of another in like manner.
  - 7. Failure or refusal to be forthright, open or truthful or withholding information or evidence concerning matters under review or investigation by the Diocese; fabricating information or evidence or conspiring with another to do so in the course of a Diocesan review or investigation.
  - 8. Provoking a fight, fighting or using obscene, abusive, or threatening language or gestures.
  - 9. Violating the Diocese's antidiscrimination and/or anti-harassment policies.
  - 10. Establishing a pattern of excessive absenteeism or tardiness; or the failure to obtain permission to leave work for any reason during working hours.
  - 11. Possessing or concealing any item or object that can be construed as a dangerous weapon.

12. Disregarding safety or security regulations.
  13. Engaging in insubordination, including but not limited to the failure or refusal to obey the orders or instructions of a supervisor or other member of management.
  14. Operating a vehicle on Diocesan business in a manner which does or could cause:
    - a. Damage to the vehicle or to the vehicle of another.
    - b. Personal injury or death.
  15. Operating or using Diocesan equipment other than for specific, job-related or pre-authorized functions and other than in accordance with accepted procedure or practice.
  16. Failing to follow Diocesan rules or policies or failing to exercise care in the transport, record keeping or safeguarding of all forms of assets in the care and custody of or belonging to the Diocese, including Diocesan funds and records.
  17. Conviction of or pleading guilty or nolo contendere to any crime, whether or not such crime is committed against the Diocese or any of its employees.
  18. Representing yourself as authorized to act on behalf of the Diocese or using your employment relationship with the Diocese for personal gain.
  19. Making disparaging remarks about the Catholic Church, the Diocese, its facilities or personnel, or the services it provides; general rudeness or insolence.
  20. Gossiping or rumoring with the intent or effect of discrediting or disparaging the Diocese, co-workers, or other persons or creating disruption, disturbance or conflict.
  21. Using profane, crude, obscene or sexually suggestive language; possession, sale or distribution of obscene/pornographic material; the use of Diocesan computers for the purpose of voyeurism, visiting pornographic web sites, or participating in chat rooms.
  22. Soliciting tips, discounts, favors or other concessions.
  23. Using Diocesan business telephones, computers and other communication facilities for personal matters; engaging in personal work or leisure activities while at work for the Diocese.
  24. Sleeping or malingering on the job.
  25. Working overtime without authorization or refusing to work assigned overtime.
  26. Making an audio or video recording of another person without their consent.
  27. Violating any other Diocese policy, practice, rule or regulation.
- vii. Employees failing to adhere to Diocesan standards with respect to appearance and behavior are subject to disciplinary action, up to and including an unpaid suspension or immediate termination.

- viii. The above description of inappropriate conduct does not alter the Diocesan policy of employment at will.

C. Safety And Health

- i. The Diocese is committed to providing a safe and healthful working environment and expects the full cooperation of its employees in accomplishing that goal. In this regard, all Diocese employees are expected to work diligently to maintain safe and healthy working conditions and to adhere to proper operating practices and procedures designed to prevent injuries and illnesses.
- ii. The responsibilities of all Diocesan employees in this regard include but are not limited to the following:
  - 1. Exercising maximum care and good judgment at all times to prevent accidents and injuries;
  - 2. Reporting all job-related accidents and/or injuries to supervisors and the Diocesan Payroll Office and seeking first aid for all injuries, regardless of how minor;
  - 3. Reporting all accidents and/or injuries involving non-employees on Diocesan premises to the Diocesan Payroll Office immediately;
  - 4. Reporting unsafe conditions, equipment, or practices to supervisory personnel and to the Diocesan Payroll Office;
  - 5. Using safety equipment provided by the Diocese at all times;
  - 6. Maintaining a neat work area and avoid anything which might create a hazardous condition;
  - 7. Notifying their supervisors, before the beginning of the workday, of any medication they are taking that may cause drowsiness or other side effects that could lead to injury to them and their coworkers;
  - 8. Observing conscientiously safety rules and regulations at all times.

D. Workplace Violence

- i. Threats or acts of violence – whether verbal or physical – by any Diocesan employee or former employee against any other employee in the workplace or elsewhere at any time will not be tolerated.
- ii. Any employee of the Diocese who threatens or perpetrates a violent act or possesses a weapon in the workplace will be subject to disciplinary action which may include immediate termination of employment, civil litigation and/or criminal prosecution.
- iii. The Diocese also expressly prohibits any acts or threats of violence against Diocesan employees, volunteers, or visitors on Diocesan premises at any time or while they are engaged in business or other activities with or on behalf of the Diocese on or off Diocesan premises.
- iv. Workplace violence includes any act or behavior 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 co-workers, family, friends and/or property including, but not limited to the following:

1. Physical assault or threat to assault;
  2. Possessing or threatening with a weapon
  3. The intentional destruction or threat of destruction of property;
  4. Vandalism or arson;
  5. Harassing or threatening phone calls;
  6. Racial or sexual epithets or other derogatory remarks associated with hate crime threats;
  7. Stalking or surveillance; and
  8. Comments condoning or inciting violent events or acts.
- v. Workplace violence does not include occasional comments of a socially acceptable nature such as references to sporting events, popular entertainment or current events. Workplace violence refers to behavior that is personally threatening or intimidating.
- vi. The Diocese will take prompt and appropriate remedial action against any employee who engages in any threatening behavior or acts of violence or who uses any obscene, abusive, or threatening language or gestures.
- vii. The Diocese will take prompt and appropriate remedial action when dealing with former employees, volunteers or visitors to its facilities who engage in such behavior. Such action may include notifying the police or other law enforcement personnel and prosecuting violators of this policy to the maximum extent of the law.
- viii. No employee, former employee, volunteer or visitor to Diocesan facilities or premises may bring a firearm or other weapon or weapons.
- ix. It is the duty of employees to warn their supervisors, security personnel, or the Diocesan Payroll Office of any suspicious workplace activity or situations or incidents that they observe or that they are aware of that involve other employees, former employees, customers, or visitors.
1. This includes, for example, threats or acts of violence, aggressive behavior, offensive acts, threatening or offensive comments or remarks, and the like.
  2. Employee reports made pursuant to this policy will be held in confidence to the maximum extent possible.
  3. The Diocese will not condone any form of retaliation against any employee for making a report under this policy.

E. Training for Prevention of Child Abuse

- i. All Diocesan employees are required to complete training on prevention of sexual abuse of children and minors, including continuing education. Attending a Protecting God's Children awareness session is a condition of employment. To remain in compliance, employees are required to read at



least 24 bulletins and to participate periodically in a recertification review, as required.

- ii. It is imperative that all Diocesan employees be vigilant in guarding against any inappropriate conduct of this nature while on the job, while at Diocesan premises and while engaged in any activity on behalf of the Diocese.
- iii. Information regarding Protecting God's Children is attached to this Handbook as an Appendix.
- iv. The Diocese has separately promulgated its Policy on Sexual Misconduct and all employees are trained on this policy at the mandatory Protecting God's Children training. Employee's signature indicates consent of the training and compliance.

F. Personal Property

- i. The Diocese may provide desks, closets and other facilities for employees to keep personal property such as coats, purses and briefcases out of public view and access.
- ii. These facilities are the property of the Diocese and are subject to search and inspection in the sole discretion of the Diocese.
- iii. The Diocese does not accept responsibility or make reimbursement for lost or stolen personal property of employees.

G. Solicitation and Distribution of Material

- i. In the interest of maintaining a proper business environment and preventing interference with work and inconvenience to others, the Diocese strictly prohibits solicitation from one employee to another during work time or if it interferes with an employee's job performance.
- ii. Under this policy, Diocesan employees are prohibited from distributing written or printed materials of any kind, selling merchandise, soliciting financial contributions, or soliciting for any other cause from one employee to another during working time.
- iii. Employees who are not on working time, such as employees who are on their lunch hour or a break, are prohibited from soliciting employees who are on working time for any cause or distributing literature or written or printed material of any kind to them.
- iv. Furthermore, employees may not distribute literature or printed material of any kind in working areas at any time. Any such materials may only be distributed in the breakroom.
- v. Persons not employed by the Diocese may not solicit or distribute written materials of any kind in the workplace at any time or for any purpose.
- vi. Neither employees nor non-employees of the Diocese are permitted to use Diocesan facilities such as e-mail, telephones, or bulletin boards at any time for solicitation purposes.

## H. Electronic Telephonic Communications and Social Media

- i. All electronic and telephonic communication systems and all communications and information transmitted by, received from, or stored in these systems are the property of the Diocese and as such are to be used solely for job-related purposes.
- ii. The use of any software and business equipment, including, but not limited to, facsimiles, scanners, computers, the Diocese's E-mail system, the Internet, any wireless device, instant messaging systems, and copy machines for private purposes is strictly prohibited.
- iii. An employee has no expectation or right of privacy as to any information or file maintained in or on the property of the Diocese or transmitted or stored through any Diocesan computer, voice-mail, e-mail or telephone systems.
  1. To ensure that the use of electronic and telephonic communications systems and business equipment is consistent with the interests of the Diocese, the Diocese, in its sole discretion, may, periodically, at random, or continuously, without notice, search, monitor, copy, access, or disclose any information or files that you view, store, process, or transmit using Diocesan equipment or services.
  2. This may also include examining stored e-mail messages and listening to stored voice-mail messages.
  3. The Diocese may investigate any use by you of Diocesan equipment or services.
  4. Improper use includes but is not limited to:
    - a. using equipment or services, including the e-mail system, for the transmission or communication of images or text consisting of threats to the safety of employees or Diocesan property,
    - b. ethnic slurs,
    - c. racial epithets,
    - d. hate speech,
    - e. sexually explicit materials including sexual jokes or remarks,
    - f. Obscenities,
    - g. or anything else that may be construed as disruptive, harmful to morale, harassing, or offensive to others based on an individual's race, color, religion, sex, national origin, citizenship, age, sexual orientation or disability.
    - h. Such improper use will not be tolerated.
  5. Use of the Internet includes all restrictions which apply generally to the use of Diocesan e-mail and other electronic and telephonic equipment, as noted above. In addition, the following rules apply with respect to internet usage:
    - a. No accessing of websites or internet "chat rooms" that feature gambling, pornography, off-color jokes or hate speech.

- b. No downloading of non-business related data or information.
  - c. No downloading of application programs.
  - d. The Diocese does not permit the download or installation on Diocesan computers of application software from the internet.
  - e. No participation in internet-based surveys without an authorization.
  - f. No use of subscription-based internet services without prior approval.
  - g. No violation of copyright. Many of the materials on the internet are protected by copyright laws. As a general rule, employees may not forward, distribute, or incorporate into another work, material retrieved from a website or other external system. Very limited or "fair use" may be permitted in certain circumstances. Any employee desiring to reproduce or store the contents of a screen or website should contact the legal department to ascertain whether the intended use is permissible.
  - h. No personal blogging.
  - i. No solicitation for commercial ventures or political causes, outside organization or other matter not related to Diocesan business.
6. Employees who violate this policy may be subject to disciplinary action including unpaid suspension or termination, civil action, or criminal prosecution, as may be applicable.
7. As a condition of employment and continued employment, employees are required to sign an acknowledgement of electronic, telephone and social media policy. Applicants are required to sign this form on acceptance of an employment offer by the Diocese. A copy of the form is attached to this Handbook as an Appendix.

## I. Social Networking and Social Media

- i. The Diocese makes use of the internet and social media for communication and evangelization. By its public nature, use of social media by employees, whether on or off the job, reflects on the Diocese as well as on the employee. "Social media" is a constantly evolving realm that can include e-mail, text messages, blogs, websites, and social media websites such as Facebook, LinkedIn and Twitter. The following guidelines regarding appropriate use of social media and networking are intended to provide a safe and healthy working environment and to deter harmful and inappropriate use while allowing the freedom necessary for the productive and beneficial use of modern communications.
- ii. Employees are required to use good judgment when making and accepting friend or contact requests to or from colleagues at the same employment site or within the Diocese of Reno, whether co-workers, supervisors or subordinates. In particular, management level employees should be aware that such connections on social media may give rise to imputed knowledge on the part of the Diocese of what is posted by subordinate employees.

- iii. Employees shall not engage in harassment or unjust discrimination against fellow employees on social media sites or the internet generally. Any employee who becomes aware of work place discrimination or harassment shall immediately report such conduct to his or her supervisor. Depending on the persons involved, the appropriate level of management will investigate the matter and take disciplinary action as warranted.
- iv. Employees must exercise care with personal profile data and posted content to ensure that this information does not reflect poorly on your ability to work for the Diocese, to serve as a role model (if applicable) or otherwise create a conflict of interest. Because it is easily and quickly disseminated, electronic communication requires great prudence, accuracy, clarity and caution. Content should be placed thoughtfully and periodically reviewed.
- v. Posting photos, graphics, written materials or links on the internet that promote or show approval or support for immoral or unlawful conduct will not be tolerated. Similarly, posting content that reflects negatively on or disparages the Diocese of Reno, its parishes, schools or ministries, or the Catholic Church or its teachings is not acceptable.
- vi. Employees are held responsible for what is posted on their sites. Use of social media networking platforms requires you to understand how to use privacy management features. You can be held responsible for monitoring posts that other people may post or connect to your profile (e.g., “tagging”, “wall posts”). Most platforms allow you to remove a tag initiated by another user.
- vii. Do not post text, photos or videos of another person without permission. Do not post text, photos or videos of minors without the permission of their parents.
- viii. On most sites, privacy settings can be changed at any time to limit access to profiles and search ability. Employees must be prudent in limiting access to their personal content, in line with the guidelines stated in this policy. If you have a social networking account that you no longer use and are not monitoring regularly, please consider deleting or inactivating the account.
- ix. All confidential information about the Diocese and those it serves (parishioners, donors, students, et al.) must be protected and may be disclosed only pursuant diocesan policy or as required by law. No social media or blog posts may communicate any confidential information about the Diocese or those it serves.

J. Conflict Of Interest/Outside Employment and Activities

- i. No employee is allowed to maintain an outside business or any financial interest or engage in any outside interest or financial activity or accept employment or compensation of any kind from any business or individual which conflicts with the business interests of the Diocese, or the Catholic Church, or which interferes with his or her ability to fully perform any duty or carry out any responsibility of his or her job. No employee may benefit directly or indirectly from a third party who furnishes products, materials or services to the Diocese of Reno. It is the responsibility of the employee to inform the employer of any outside business or any financial interest, etc. in which the employee is involved.

- ii. As a Diocesan employee, you are expected to conduct your personal affairs in a manner which does not adversely affect the Diocese or its integrity, reputation or credibility.
- iii. Illegal or immoral off-duty conduct or activities which adversely affect Diocese or your ability to perform your job as a Diocese employee is prohibited.
- iv. Employees of the Diocese shall not use the Internet or other media, on or off the job, in a way that reflects negatively on the Diocese of Reno, the Catholic Church or its teachings; for example, promotion of drug use, underage drinking, sexual immorality, racism or the like.
- v. The Diocese will not provide workers compensation coverage or any other benefit for injuries occurring from or arising out of such outside employment.
- vi. For purposes of this policy, self-employment is considered outside employment.

K. Confidentiality

- i. Information about Diocesan employees, parishioners, donors and other benefactors, as well as about suppliers and vendors is confidential. “Confidential information” includes, but is in no way limited to financial records, personnel and payroll records, student records from Diocesan and parochial schools, information regarding transactions, account information, information regarding Diocesan operations, procedures or practices.
- ii. Diocesan employee who learns or receives confidential information may not share such information with non-employees of the Diocese during or after his or her employment with the Diocese, except as provided by law or court order.
- iii. An employee or former employee of the Diocese who learns or receives confidential information may share such information with only those Diocesan employees who have a need to receive such information and who are authorized to receive such information.
- iv. The Diocese reserves the right to seek all legal and equitable remedies to prevent the impermissible use of confidential information or to recover damages incurred as a result of such impermissible use.
- v. All records and files maintained by the Diocese are confidential and remain the property of the Diocese.
  - 1. Records and files are not to be disclosed to any outside party without the express permission of the Chancellor.
  - 2. Neither the files and records nor any information contained in such files and records may be removed from Diocesan premises without express authorization.
  - 3. Intellectual property, e.g., any projects, papers, talks, presentations, created while an employee is working in the name of Diocesan or Parish entity is deemed the property of that entity. Express written

permission is required for that employee to retain possession of a copy of that property upon leaving employment.

- vi. Employees found to be violating this policy are subject to disciplinary action up to and including unpaid suspension or termination, and may also be subject to civil and/or criminal penalties.

L. Drug-Free Workplace

- i. The Diocese promotes and enforces a drug-free workplace environment.
- ii. The Diocese prohibits the illegal use, sale, distribution or possession of narcotics, drugs or controlled substances while on Diocesan premises or in Diocesan vehicles or on Diocesan business. Off duty possession or use of illegal drugs is also prohibited to the extent such possession or use adversely affects the legitimate interests of the Diocese or impedes in the ability of an employee to safely and efficiently perform his/her job duties.
- iii. Except as otherwise provided, use of or being under the influence of any legal drug while on Diocesan premises or in Diocesan vehicles or on Diocesan business is prohibited.
- iv. An employee who has been prescribed a legal drug has an obligation to determine whether the medication being taken may affect his/her ability to safely and efficiently perform his/her job duties. It is the employee's responsibility to inquire of his/her health care provider whether the drug is likely to interfere with the employee's ability to perform the duties of his/her position.
- v. "Illegal drugs" means any controlled substance or drug, the sale, possession or consumption of which is illegal. The term also includes prescription drugs not legally obtained and prescription drugs not being used in the manner, combination or quantity prescribed or by the person to whom a drug is prescribed.
- vi. "Legal drugs" include prescription drugs and over-the-counter drugs which have been legally obtained and are being used in the manner, combination or quantity for which they were prescribed or manufactured.

M. Practices Established Locally

- i. Some employment practices are set locally.
- ii. Parishes, schools or other agencies of the Diocese of Reno may determine:
  - 1. their own hours of operation.
  - 2. work schedules for employees.
  - 3. holidays when the parish, school or other agency will be closed, and
  - 4. other matters not covered in this handbook.

## **X. TIME-OFF POLICIES**

### **A. Holidays**

- i. Employees are eligible for the following paid holidays upon their date of hire. In order received holiday pay, the employee must work the day before and the day after the holiday, unless time off has been approved in advanced.
- ii. The following holidays are paid for full-time employees and part time employees who work 20 hours or more.
  - New Year's Day*
  - Martin Luther King Day*
  - President's Day*
  - Good Friday*
  - Memorial Day*
  - Independence Day*
  - Labor Day*
  - Nevada Day*
  - Veteran's Day*
  - Thanksgiving*
  - Day after Thanksgiving (Family Day)*
  - Christmas Eve*
  - Christmas Day*
  - New Year's Eve*
- iii. Holidays listed above will be observed on the day designated by State or Federal proclamation. If a holiday falls on a weekend it will normally be observed on the Friday before or the Monday after the holiday. Parishes are allowed to establish their own holiday schedule tailored to the individual needs of the parish. Parish employees will receive an equal number of holidays as employees in the Diocesan Offices.
- iv. Each Pastor will establish, in writing, a holiday schedule tailored to the individual needs of the parish. Employees will receive an equal number of holidays as employees in the Diocesan Offices.
- v. To be eligible to receive holiday pay, if you are a nonexempt employee, you must be regularly scheduled to work on the day on which the holiday falls and must work your scheduled working day immediately preceding and the scheduled working day immediately following the holiday, unless an absence on either day is approved in advance by your supervisor. An approved vacation day or any other excused and paid day off is considered a day worked for purposes of holiday pay eligibility.
- vi. Part-time non-exempt employees who normally work the day of the week on which a holiday falls will be paid their usual number of hours for that day.

- vii. Occasionally it will be necessary for a non-exempt employee to work on a designated holiday. If you are a non-exempt employee and you are required to work on a designated holiday, you will receive a different day off with pay as agreed upon by you and your supervisor. You will be paid at your regular rate of pay for the holiday worked.
- viii. If a holiday occurs during your vacation period, you will be granted one additional day of vacation, to be taken at a time approved in advance by your supervisor.
- ix. Holiday pay is not counted for the purpose of calculating an employee's overtime hours of work.

**B. Vacations**

- i. The Diocese grants annual, paid vacations to its full-time employees and part-time employees who work 20 hours or more per week. Teachers at parochial schools receive scheduled school vacation/break periods as determined by the parish or the Diocese during the contract year and do not receive additional vacation time in accordance with the following charts. For all other employees, the amount of vacation to which you are entitled depends on your status as an exempt or nonexempt employee (as defined earlier in this Handbook) and on your length of service as of your next anniversary date, as follows:

**A. Full-Time Regular Nonexempt Employees**

<b>Years of Service as of Next Anniversary Date</b>	<b>Annual Vacation Allowance</b>	<b>Pay Period Accrual Schedule (based on a 35 hour workweek)</b>
1 through 3	10 days	2.92 hours
4 through 10	15 days	4.38 hours
11 or more	20 days	5.84 hours

**B. Full-Time Regular Exempt Employees**

<b>Years of Service as of Next Anniversary Date</b>	<b>Annual Vacation Allowance</b>	<b>Pay Period Accrual Schedule (based on a 35 hour workweek)</b>
1 or more	20 days	5.84 hours

- ii. Part-time employees who work 20 or more hours per week accrue vacation on schedules proportionate to these but are paid only for the number of hours they would normally be scheduled to work during the vacation period. For example, after completing three years of service, a nonexempt part-time regular employee who is regularly scheduled to work twenty hours per week is entitled to ten days or two weeks of vacation time, and based on the



employee's regular schedule of twenty hours per week is paid for twenty hours for each week of vacation.

- iii. A non-exempt employee will accrue vacation at the next higher rate as of the beginning of the fourth and eleventh years of employment starting with the pay period following his or her anniversary date.
- iv. If a holiday falls during an employee's scheduled vacation period, the employee will not be charged a day of vacation for the holiday.
- v. If an employee becomes ill during a scheduled vacation period, and remains ill for at least five (5) vacation days, the time off will be charged to sick leave rather than vacation upon presentation of a doctor's certificate to the Payroll Office.
- vi. The schedule of your vacation is subject to the approval of your immediate supervisor. Every effort will be made to permit employees to take their vacations at the time requested. However, vacations will be scheduled in accordance with the needs of the location and with prior supervisory approval.
- vii. Vacation time may be used in ½ hour increments. Vacation may be taken as time accrues at any point during the year.
- viii. Vacation balances may be carried over to the next fiscal year (beginning July 1). **Effective July 1, 2018** an employee may only carry over any unused vacation time for **one year**. For example, if at the end of a fiscal year (Year 1) you are eligible for ten days of vacation, you can carry this time over to the next fiscal year (Year 2). If you do not take this vacation time during Year 2, it will be forfeited.
- ix. **Effective June 30, 2018** Employees who have previously accrued up to two years vacation will carry over one year vacation and the Parish/School will "Bank" the remaining vacation balance accrued, which may be used or paid to the employee at the time of termination.
- x. Employees are required to take their earned vacation. No payments will be made in lieu of taking vacation, except for accrued unused vacation at the time of termination.
- xi. Employees leaving the employment of the Diocese will receive payment for any unused accrued vacation time. Any monies an employee owes the Diocese at the time of termination will be deducted from the employee's vacation monies due, consistent with applicable law and a signed authorization by the employee.
- xii. Employees do not earn or accrue vacation time while on unpaid leave.
- xiii. Temporary employees do not earn or accrue vacation time.

#### C. Sick Leave

- i. The Diocese offers paid sick leave when an employee cannot work due to an illness or injury.
- ii. Full-time employees and part-time employees who work 20 hours or more per week are eligible for sick leave. Sick leave is accrued at the rate of one day per month (12 days per year). Unless otherwise provided by contract.

- iii. Sick leave is accrued each pay period.
1. Accrual is calculated by taking the daily number of hours worked, times 12 months, divided by 24 pay periods.
    - *Example # 1* (35 hours worked per week = 7 hours per day. 7 hours x 12 days per year = 84 hours per year, divided by 24 paydays = 3.5 hours accrued per pay period.)
    - *Example # 2* (20 hours worked per week = 4 hours per day. 4 hours x 12 days per year = 48 hours per year, divided by 24 paydays = 2 hours accrued per pay period.)
  2. Sick leave may be taken in ½ hour increments.
  3. A maximum sick leave balance of 6 weeks, may be carried over to the following year.
  4. Any absence in excess of an employee's accrued leave will be unpaid except as compensation may be payable under some other provision.
  5. Sick leave may not be used during holidays, vacations, or for hours of work outside an employee's regular schedule.
  6. Sick leave is not for "personal" time off.
  7. If you misuse your sick leave privilege, sick leave may be denied and/or disciplinary action taken up to and including unpaid suspension or termination.
  8. For absences of four or more consecutive days, a certification from a health care provider may be required.
  9. The certificate must state that you were under the provider's care or treatment for the days in question and that it is the provider's recommendation that you remain off work.
  10. The Diocese may also, in its sole discretion, require a health care provider's certification in other circumstances.
  11. The Diocese reserves the right to require a second opinion from a health care provider of its choice and a third and final opinion if the second opinion differs from the first.
  12. It is the employee's responsibility to apply for any disability benefits for which the employee may be eligible as a result of illness or disability, including workers' compensation insurance and/or any other disability insurance benefits.
  13. An employee's sick leave privilege will be fully integrated with other benefits available to the employee such that at no time will an employee be paid more than his or her regular compensation.
  14. An employee's sick leave will run concurrently with any Family and Medical Leave.
  15. When an employee must be absent due to the illness of his or her child, parent, or spouse, the absence will be charged to the employee's accrued sick leave.
  16. A doctor or dentist appointment which cannot be scheduled outside of regular working hours can be charged to sick leave.

17. Sick leave is not paid until it is earned. No advance sick leave will be granted.
18. Employees will not accrue sick leave during unpaid leaves of absence.
19. Employees leaving their employment with the Diocese will not be paid for any unused sick leave.

D. Snow Days

- i. In the event that schools are closed due to excessive snow fall, employees of the Diocese who have children may stay at home to care for their children. The time will be deducted from their accrued vacation.
- ii. Employees may also choose to stay home during times of substantial snow fall for safety reasons. Any such time will also be deducted from accrued vacation.
- iii. With the exception of essential personnel. In the event that the workplace is closed because of snow or other inclement weather, leave will be granted with pay and not charged to vacation or personal leave time.

E. Personal Days

- i. In addition to providing paid time off for designated holidays, the Diocese permits full-time regular employees to take up to two paid days annually for personal business that cannot be taken care of outside regular business hours and for religious observances, ethnic holidays, and other events of personal significance.
- ii. Personal time may also be used by employees with disabilities for the purpose of securing necessary treatment and during any period of Family and Medical Leave.
- iii. Personal time may not be used to extend scheduled vacations.
- iv. Personal time may be taken in increments of less than a day.
- v. Full-time regular employees accrue one personal day for every six months actually worked during the calendar year. Personal time is not accrued during periods of leave or other absence from work.
- vi. The employee must give his or her immediate supervisor written notice of intent to use personal time at least one week before taking that time off except in emergency situations. The supervisor will consider workload priorities in determining whether to approve such requests.
- vii. However, full consideration is given to requests for holidays of religious significance where reasonable accommodation is possible.
- viii. Personal time may be taken only after it has been accrued, and it must be used during the calendar year. There shall be no carryover of personal time from year to year, and there shall be no payment for unused personal time at the end of any calendar year or in the event of termination.
- ix. At the discretion of their supervisor, part-time regular and temporary employees may also be granted time off for personal reasons without pay.

F. Family And Medical Leave Act

- i. In accordance with the Family and Medical Leave Act of 1993, the Diocese will grant eligible employees up to twelve (12) weeks of unpaid, job protected leave during a twelve-month period for certain family and medical reasons.
- ii. The Diocese intends to and will grant leave benefits only to the extent the law requires.
- iii. Employees will not accrue any paid vacation or sick time during the leave and cannot obtain other employment while on a leave of absence from the Diocese for family or medical reasons.
- iv. Acceptance of other employment while on leave that is inconsistent with the reason for the leave will be treated as a voluntary resignation from employment with the Diocese.
- v. To be eligible for Family and Medical Leave Act benefit, an employee must:
  1. Have been employed by the Diocese for at least 12 months; and
  2. Have worked at least 1,250 hours in the previous 12 months.
- vi. The Diocese has intentionally adopted broader rules for eligibility for Family and Medical Leave than provided by law.
- vii. Unless otherwise required by law, the Diocese will use a “rolling” twelve-month period measured backward from the date an employee begins a leave. This means that the maximum time an employee will be allowed to take Family and Medical Leave is 12 work weeks in a 12-month period measured backward from the date an employee begins a leave.
- viii. An eligible employee may request an unpaid leave for any of the following reasons:
  1. For the birth of a child or to care for a child after birth, or after a child is placed with the employee for adoption or foster care within the 12 months following birth or placement; or
  2. To care for the employee’s spouse, child, or parent, who has a serious health condition; or
  3. For the employee’s own serious health condition which makes the employee unable to perform his or her job duties.
- ix. Under some circumstances, an employee may take family or medical leave intermittently – which means taking leave in blocks of time, or by reducing the employee’s normal weekly or daily work schedule.
- x. An employee may be required to provide the Diocese with advance notice of a leave and/or with medical certification. The employee’s leave request may be denied or the leave delayed if these requirements are not met.
  1. An employee must provide the Diocese 30 days notice of the need to take leave if the need is known in advance or is foreseeable.
  2. If the need is not foreseeable or known in advance, the employee must notify the Diocese as soon as possible in advance. Normally, this should be within two business days of when the employee becomes

- aware of the need for the leave. Reasonable advance notice is required even in emergencies.
3. The Diocese will require medical certification if an employee requests leave because of the employee's or a family member's serious health condition.
  4. The Diocese may also, at its expense, require a second or third medical opinion regarding the employee's serious health condition at its expense and a fitness for duty to report to work.
  5. The employee is required by law to cooperate with the Diocese in obtaining any additional medical opinions the Diocese may require.
- xii. If the employee requires a leave because of the employee's own serious health condition, before reporting to work at the end of the leave, the employee must obtain certification from his or her health care provider that the employee is capable of returning to work and performing the essential functions of his or her position, with or without reasonable accommodation. The Diocese will make reasonable accommodation for any disability you may have in accordance with applicable laws.
  - xiii. The Diocese may require periodic recertification and periodic reports from the employee during the duration of the leave.
  - xiv. The Diocese will continue its contributions for an employee's health care coverage for the duration of the leave. The employee must continue to make any premium payments for health care coverage for the employee or the employee's dependents that the employee is normally required to make, if the employee wants the coverage to continue during the leave.
  - xv. Employees will normally be restored to their original or equivalent position with equivalent pay, benefits, and other terms and conditions of employment when they return from leave.
    1. However, an employee has no greater right to reinstatement than if the employee had been continuously employed rather than on leave.
    2. For example, if the employee's job position has been eliminated during the leave, the employee is not entitled to reinstatement.
  - xvi. Key employees may be subject to reinstatement limitations in some circumstances. Key employees will be notified of the possible limitations on reinstatement at the time they request a leave.
  - xvii. An employee's use of leave allowed by this policy will not result in the loss of any employment benefit that accrued prior to the start of the employee's leave.
    1. An employee will be required to use all accrued, unused sick, vacation, and personal days during the period of any Family and Medical Leave. Once such accrued benefits are exhausted, the balance of your leave will be without pay, unless you are eligible for short-term disability benefits in accordance with the terms of your policy.

2. All Diocesan benefits that operate on an accrual basis (e.g., vacation, sick, and personal days) will cease to accrue during any period of unpaid leave.
  3. The use of paid leave will not extend the length of a Family and Medical Leave.
- xvii. If the employee has not contacted his or her supervisor by the end of a scheduled leave, the Diocese will assume that the employee does not plan to return to work and has terminated his or her employment with the Diocese. If an employee is unwilling or unable to return to work at the conclusion of a scheduled leave, his or her employment may be terminated.
- xviii. If an employee chooses not to return to work from a leave allowed by this policy, the employee will be required to repay to the Diocese the premium amounts paid by the Diocese on the employee's behalf during the leave, unless the employee fails to return to work because of circumstances beyond the employee's control.
- xix. It is unlawful for any supervisor to:
1. Interfere with, restrain, or deny the exercise of any right provided under the Family and Medical Leave Act.;
  2. Discharge or discriminate against any person for opposing any practice made unlawful by the Family and Medical Leave Act or for involvement in any proceeding under or relating to the Family and Medical Leave Act.
- xx. An employee hired as a temporary replacement will be informed at the time of hire that he or she may be displaced when the individual on leave under the Family and Medical Leave Act returns to work.
- xxi. The Family and Medical Leave Act policy of the Diocese does not alter the at-will relationship between the employee and the Diocese.

G. Other Paid And Unpaid Leaves Of Absence

- i. Bereavement And Funeral Leave
- Up to a maximum of three (3) working days leave with pay can be granted in the discretion of the immediate supervisor for an employee to attend the funeral of a family member not requiring overnight travel.
  - Up to a maximum of five (5) working days leave with pay can be granted in the discretion of the immediate supervisor for an employee to attend the funeral of a family member requiring overnight travel.
1. The term "family member" is defined to include:
    - 1.1 A member of the employee's immediate family, including spouse, children, parents, grandparents, brothers and sisters, nieces and nephews.
    - 1.2 An employee's legal ward.
    - 1.3 An employee's mother-in-law, father-in-law, brother-in-law, sister-in-law, nieces- and nephews-in-law.

ii. The immediate supervisor may also, in his or her sole discretion, grant paid time off to an employee for the purpose of attending a funeral of someone other than a family member. This is limited to one-half day under normal circumstances but may, in exceptional situations, be a full day.

iii. Jury Duty and Witness Leave

1. A leave of absence will be granted to an employee who is required to serve as a juror or to appear as a witness in a court case in which the employee is not a party.
2. Non-exempt full-time and part-time employees who have completed their 90-day introductory periods will receive full pay for their time of service as a juror or witness, minus the compensation paid by the court or the parties to the court case for their service.
3. Part-time employees will be required to reimburse the Diocese only for that portion of the compensation paid for service during their regularly scheduled hours of work.
4. Exempt employees will be paid their normal salaries, minus the compensation paid by the court or parties for their service, during any workweek in which they appear as a witness or juror and also perform services for the Diocese, regardless of the amount of time spent performing those services.
5. An employee is expected to report to work for all or part of the day that is not occupied by jury or witness duty, not to exceed the employee's normal workday.
6. To qualify for jury or witness duty leave, the employee must notify his or her immediate supervisor of the need for such leave as soon as a notice or summons from the court or a subpoena is received. In addition, proof of service must be submitted to the supervisor when the period of jury or witness duty is completed together with a statement from the court or the parties to the action of monies received.
7. The Diocese reserves the right to take any appropriate legal steps to request the Court to excuse an employee from jury duty based upon its need for the services of an employee at a particular time.

iv. Military Leave

1. Leave without pay is provided to an employee who enters military service of the Armed Forces of the United States or are called up from the Armed Forces Reserves.
2. Such employees are granted reemployment rights and retain full seniority benefits for all prior service upon reemployment in accordance with the Uniformed Services Employment and Reemployment Rights Act.
3. The employee must bring his or her military service orders to the Personnel Office for review prior to the commencement of military leave.

4. Members of the Armed Forces Reserves or the National Guard receive the difference in pay between the salary received from the military and their regular pay from the Diocese for the time spent in annual training.
5. To qualify for the military pay differential you must present a statement from your branch of the service indicating the rate and total amount of wages paid for the training period.
6. Military training time will not be considered vacation time except at the option of the employee.
7. An employee who chooses to use accrued vacation time while away for military training will receive vacation pay, in addition to the military pay differential.

v. Unpaid Leaves Of Absence

1. Short-Term

- a. The Diocese may, in its sole discretion, grant a regular full-time or part-time employee an unpaid short-term leave of absence for a maximum of 30 calendar days for important personal reasons.
- b. The employee must submit a written request which must be approved by the employee's immediate supervisor.
- c. The employee on a short-term leave of absence under this policy does not receive salary or hourly compensation, does not accumulate length of service, does not accrue vacation time or sick leave, and does not receive benefits except that insurance coverages provided by the Diocese will be continued as long as the employee pays his or her portion of any premiums.
- d. After a short-term leave under this policy, the employee will return to the same or equivalent job.
- e. The employee may not obtain other employment while on a leave of absence under this policy.
- f. Acceptance of other employment will be treated as a resignation from employment with the Diocese.
- g. Self-employment is deemed other employment for purposes of this policy.

vi. Extended

1. The Diocese may, in its sole discretion, grant a regular full-time or part-time employee with a minimum of one year of employment with the Diocese an unpaid extended leave of absence for important personal reasons.
2. A written request for an unpaid extended leave of absence must be submitted to the pastor, parish life administrator or principal or to the Chancellor at least thirty (30) days prior to the commencement of the leave.
3. An extended leave may be approved for up to twelve months. An additional extension of up to six months may be granted upon receipt of a written request from the employee.



4. An employee will not be covered by employer-paid group health insurance during an extended leave of absence without pay unless COBRA coverage is elected. Monthly premiums must be paid by the employee.
5. There is no job return provision for an unpaid extended leave of absence under this policy. An employee who wants to return to employment with the Diocese at the end of an unpaid extended leave of absence must apply for such employment at least 30 days before the leave expires. If the employee is not placed in a job by the end of the leave, his or her employment will be terminated
6. The employee may not obtain other employment while on a leave of absence under this policy.
7. Acceptance of other employment will be treated as a resignation from employment with the Diocese.
8. Self-employment is deemed other employment for purposes of this policy.

## **XI. BENEFITS**

### **A. Medical/Dental Coverage**

- i. Medical and dental benefits for lay employees are provided by the Diocese for full time regular employees (who work at least 30 hours per week and 1560 hours or more per year).
- ii. Dependent medical benefits are available at employee's expense.
- iii. Coverage is effective the first day of the month following employment.
- iv. You should consult the Summary Plan Descriptions for more complete information about eligibility and the details of the Diocesan medical and dental insurance plans.
  1. Copies of the Plan Documents and the Summary Plan Descriptions are available from the Diocesan Payroll Office.
  2. The Plan Documents are controlling.

### **B. Health Insurance Continuation**

- i. If you resign or are terminated from employment with the Diocese or if your work hours are reduced, and if this event makes you or your dependents no longer eligible to participate in one of our group health insurance plans, you and your eligible dependents may have the right to continue to participate for up to eighteen months at your (or your dependents') expense.
- ii. If you are determined to be disabled under the Social Security Act at the time your termination or reduction in hours occurs or within 60 days of these events, you may be entitled to continuation coverage for up to twenty-nine months.

- iii. If you make this election for continuation coverage, you have the right to convert this coverage to an individual policy with our insurance carriers at the end of the continuation period. Continuation coverage may end, however, if any of the following events occur:
  - 1. failure to make timely payments of all premiums;
  - 2. assumption of coverage under another group health plan, which does not exclude or limit coverage provided to you on account of a preexisting medical condition unless the preexisting condition does not apply due to the Health Insurance Portability and Accountability Act; or
  - 3. termination by the Diocese of its group health plans. If you enroll for Medicare, you will no longer be eligible for continued coverage, but, as noted earlier in this statement, your spouse and dependent children may be entitled to extend their continuation coverage.
- iv. For further details regarding continuing or converting your group health insurance benefits, please contact the Diocesan Payroll Office.

C. Life Insurance

- i. The Diocese provides \$10,000 of term life insurance for all employees who work over thirty (30) hours per week.
- ii. Coverage is effective the first day of the month following employment.
- iii. For additional information, contact the Diocesan Payroll Office.

D. Short-Term Disability Coverage

- i. The Diocese also makes available voluntary short-term disability policies for its employees.
- ii. Premiums vary depending on the policy selected. Pre-tax payroll deduction is available.
- iii. For additional information, please contact the Diocesan Payroll Office.

E. Long-Term Disability Coverage

- i. The Diocese offers full-time employees Long-Term Disability after one year of employment.
- ii. For additional information, contact the Diocesan Payroll Office.

F. Cancer and Intensive Care Insurance

- i. The Diocese also makes available voluntary cancer and intensive care policies for its employees.
- ii. These policies are supplemental to any major medical policy.
- iii. Employees must work a minimum of 20 hours per week to qualify. Premiums vary depending on the policy selected.
- iv. Pre-tax payroll deduction is available.

- v. For additional information, please contact the Diocesan Payroll Office.

G. Pension Plan

- i. The Diocese provides a pension plan for lay employees to help provide financial security at retirement.
- ii. An employee is eligible for pension on hire date and must work 20 hours or more per week and 1040 hours per year.
- iii. Employees are vested after five (5) years of employment. Contributions to the plan are employer paid.
- iv. A detailed plan description is available from the Diocesan Payroll Office.

H. Worker's Compensation

- i. All employees and volunteers are covered under Nevada law for job-related illness or injury.
- ii. Premiums are paid entirely by the Diocese.
- iii. Job-related illness or injury must be reported immediately to the supervisor and the Diocesan Payroll Office.
- iv. Benefits will be paid according to Nevada law, as administered by the workers' compensation carrier.
- v. Supervisors are responsible for reporting occupational injuries and illnesses to the Payroll Office by completing the proper forms.
- vi. The workers' compensation carrier requires injured workers to seek medical care from a managed care organization.
- vii. Please contact the Payroll Office for more detail.

I. Tuition Assistance

- i. Many entities provide tuition assistance at Diocesan schools for dependents of employees.
- ii. Contact your local payroll administrator regarding this benefit.

J. Tax Deferred Annuities

- i. As an employee of a non-profit institution, tax deferred annuity investment products may be purchased through payroll deduction.
- ii. Purchase may be made through a provider of the employee's choice.
- iii. Additional information is available from the Diocesan Payroll Office.

K. Costco Membership

- i. All employees are eligible to obtain a group membership card for Costco Wholesale. Present a recent payroll stub at the membership counter to purchase a membership. Fee information is available from Costco.

## **XII. LEAVING EMPLOYMENT WITH THE DIOCESE**

### **A. Voluntary Resignation**

- i. If you decide to leave your employment with the Diocese, the Diocese asks that you give at least two weeks written notice so that the Diocese has the time and opportunity to make the necessary adjustments in its operations. That notice should be provided to the employee's immediate supervisor. Your supervisor may ask that you leave your employment on the day that you give notice.
- ii. An employee's absence for three consecutive work days without notification to the employee's supervisor is deemed a resignation.

### **B. Layoff**

- i. An employee is "laid off" if he or she is removed from employment with the Diocese for operational reasons.
  1. A layoff can be temporary or permanent.
  2. If a layoff takes place, the Diocese in its sole discretion will determine who is to be laid off.
  3. In determining who is to be laid off, the Diocese may but is not required to take into account service time with the Diocese
  4. An employee who has been laid off can be rehired when operational considerations make that reasonable or appropriate.
  5. The Diocese has no obligation to recall or rehire an employee who has been laid off.

### **C. Dismissal**

- i. Employment with the Diocese is "at-will" and may be terminated by the Diocese at any time, with or without notice, for any reason not prohibited by law or for no reason at all. As a practical matter, most dismissals are the result of the employee's performance problems or the violation of Diocesan rules, policies, practices or procedures.
- ii. The Diocese as a non-profit organization does not participate in either the State of Nevada or the Federal unemployment system. As a result, employees who leave employment with the Diocese are not eligible for unemployment compensation.
- iii. The Diocese provides severance pay to employees who have been terminated involuntarily as a result of a lay-off or reduction in force as follows:
  1. Employees who have been employed for a minimum of one (1) year and less than three (3) years on a part-time or full-time basis shall receive the equivalent of two weeks salary as severance.
  2. Individuals who have been employed for three (3) years or more but less than ten (10) years will receive three (3) weeks of severance.

3. An employee with ten (10) years or more of service will be paid four (4) weeks of severance.
4. If any additional severance pay is offered to such an employee, the employee will be required to sign a standard release provided by the Diocese.

D. Compensation At Termination

- i. Upon separation from employment with the Diocese, voluntarily or involuntarily, an employee will be paid in accordance with the Nevada statutes any wages or other compensation earned but unpaid at the time of separation.
- ii. Upon separation, an employee will also be paid for any accrued vacation.
- iii. Employees are not paid for either accrued personal days or accrued sick leave upon termination.

E. Return Of Diocese Property

- i. All Diocese property, including but not limited to, all ID cards or badges, telephone cards, credit cards, and keys, must be returned on or prior to the last day of work.

F. References

- i. All requests for reference must be directed to the Diocese Payroll Office.
- ii. No other manager, supervisor or employee is authorized to release references for current or former employees.
- iii. The policy of the Diocese as to references for former employees is to disclose only the dates of employment and the title of the last position held.

**XIII. EMPLOYEE DISPUTE RESOLUTION POLICY AND PROCEDURE**

A. Purpose

- i. The Diocese of Reno is committed to fostering an environment where employees work together effectively. The Diocese values teamwork, open communication, the treatment of all employees with dignity and respect and the early resolution of work-related problems.
- ii. A dispute (or grievance) is a complaint by an employee concerning matters related to the employee's employment with the Diocese. If a situation occurs that an employee reasonably believes is a violation of law or the provisions of this Handbook, the employee must follow the procedure described here for bringing a complaint to the attention of the Diocese.
- iii. Except as otherwise indicated, an employee must complete each level before proceeding to the next level.

B. Preliminary Step/Informal Resolution

- i. Under normal conditions, a job-related problem, question or concern should be discussed with the immediate supervisor. The simplest, quickest and most satisfactory solution will often be reached at this level. This should be done via a verbal discussion. If the immediate supervisor is the subject of the grievance, the employee may discuss the matter with the next level of supervision. If the matter is not resolved, you may directly proceed to the formal procedure.

C. Formal Procedure

i. Level One

1. If informal attempts to resolve the matter are not successful, the employee must submit a complaint in writing to his or her supervisor with a copy to the Chancellor.
2. Whenever possible, the employee must submit the written complaint within ten working days of the incident which is the subject of the complaint.
3. The grievance must state clearly and concisely all the known facts related to the grievance, including “who, what, where, when and why.” It should identify the objections or concerns of the complaining employee, and identify the violation of law, Handbook provision or Diocesan policy that the employee believes has occurred. The grievance should include a remedy that may solve the basis for the grievance. The grievance must be signed and dated. Use the form for this purpose included at the end of this policy titled ‘Employee Dispute Resolution Procedure Form.’
4. The supervisor will acknowledge receipt of the complaint, and will let the employee know who will investigate the complaint and will respond to the employee within ten working days. If additional time is required, the supervisor will so advise the employee.
5. A copy of the supervisor’s investigation and written response must be provided to the Chancellor.

ii. Level Two

1. If the dispute is not resolved in Level One, he or she may submit a written appeal to the next level of supervision, with a copy to the Chancellor. If the supervisor in Level One is the manager of a particular workplace location outside the pastoral center (e.g., the pastor of the parish), the complaining employee who is not satisfied with the resolution at Level One will skip Level Two and proceed to Level Three.
2. A Level Two appeal must be submitted within ten working days of the employee’s receipt of the written response in Level One.
3. The supervisor or investigator at the next level of supervision has ten working days to respond to the employee, with a copy to the Chancellor.

- iii. Level Three
  - 1. If the dispute is not resolved in Level Two, the employee may submit a written appeal directly to the Chancellor. A form for this purpose is included in the appendix of this Handbook.
  - 2. That appeal must be submitted within ten working days of the employee's receipt of the response in Level Two.
  - 3. The Chancellor will designate or retain a Human Resource Profession to investigate the matter and to make findings and recommendations. Within ten days of receipt of the findings and recommendations, the Chancellor will send a written response to the Vicar-General.
- iv. This dispute resolution process may be modified as necessary or appropriate under the circumstances, at the discretion of the organization.
  - 1. If it is impractical to complete the steps of the process within the specified time limits, the Chancellor may make appropriate modifications.
  - 2. If the grievance is related to suspension or termination, the employee will proceed directly to Level Three.
  - 3. In any grievance involving complaints against the Chancellor, the CFO will be copied on all correspondence in Levels One, Two and Three, instead of the Chancellor. Further, the CFO will designate a Human Resource Profession to investigate and respond to the grievance against the Chancellor.
- v. The Diocese will not tolerate any form of retaliation against employees availing themselves of this procedure. Nonetheless, the procedure should not be construed as preventing, limiting, or delaying the Diocese's Human Resource Profession from taking disciplinary action against any individual, up to and including an unpaid suspension or termination, in circumstances where the Diocese deems disciplinary action appropriate.
- vi. Disputes subject to this dispute resolution process are limited to claims that employment policies, practices or procedures of the Diocese have been violated, that federal or state employment laws have been violated, or that an employee has been treated unfairly.
  - 1. Disputes over Church doctrine, internal religious matters, or church laws not related to the employment relationship are not subject to this dispute resolution process.
  - 2. This dispute resolution process does not apply to claims for worker's compensation benefits but does apply to any claims of retaliation for bringing worker's compensation claims.
  - 3. This dispute resolution process does not apply to issues arising under any benefit plan subject to federal ERISA statutes.
- vii. This dispute resolution process does not lengthen or alter in any manner the statutes of limitations which govern the claims of employees or the Diocese under the law. Nothing contained in this dispute resolution process alters, amends or changes the at-will status of any employee employed at-will.

#### **XIV. CONCLUSION**

Many of the employment policies, practices and procedures of the Diocese have been discussed only briefly in this Handbook. If you have any questions or want more information, contact your supervisor. The Chancellor will also be happy to help you with questions or problems.



## ACKNOWLEDGMENT AND AGREEMENT

I have received and read a copy of the Handbook for lay employees of the Diocese of Reno and I understand that it sets forth in summary form the general terms and conditions of my employment with the Diocese as well as the duties, responsibilities and obligations of that employment. In consideration of my continued “at-will” employment by the Diocese, I will comply with the Handbook and with all of the policies, procedures and practices of the Diocese.

I understand that the information in the Diocese handbook represents guidelines only and that, with the exception of the “at-will” provision, the Diocese reserves the right to modify this handbook or amend or terminate any policies, procedures, or employee benefit programs whether or not described in this Handbook at any time, or to require and/or increase contributions toward these benefit programs. I understand that I am responsible for reading the Handbook, familiarizing myself with its contents, and adhering to all of the policies and procedures of the Diocese, whether set forth in this Handbook or elsewhere.

**I understand that this Handbook is not a contract of employment, express or implied, between me and the Diocese and that I should not view it as such, or as a guarantee of employment for any specific length of time.** I acknowledge and understand that, in the absence of written contract for a specified term of employment, my employment with the Diocese is “at-will” which means that I may quit at any time, with or without notice and with or without cause, and I may be terminated by the Diocese at any time, with or without notice and with or without cause.

I understand that this Handbook contains a provision that requires me to submit certain employment-related disputes to binding arbitration (see Section VIII (2) (e)). I have read that provision carefully and understand its contents. I also understand that no provision in this Handbook or elsewhere is intended to constitute a waiver of the right of the Diocese to compel arbitration of such employment disputes.

If I have any question about the Handbook or Diocese policies, practices or procedures, I will contact my supervisor or the Diocese Personnel Office. I acknowledge that no supervisor, manager, or other representative of the Diocese has the authority to bind the Diocese legally with respect to any oral promises, commitments, or statements of any kind regarding Diocese policies, procedures, or any other issues.

\_\_\_\_\_  
Name of Employee (*Please Print*)

\_\_\_\_\_  
Name of Management Witness (*Please Print*)

\_\_\_\_\_  
Employee’s Signature

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**EMPLOYEE ACKNOWLEDGMENT OF  
ELECTRONIC AND TELEPHONIC COMMUNICATIONS POLICY**

I understand that all electronic communication systems and all information transmitted by, received from, or stored in these systems are the property of the Diocese. I also understand that these systems, including the internet, are to be used solely for job-related purposes and not for personal purposes, and that I have no expectation of privacy in connection with the use of this equipment or with the transmission, receipt, or storage of information in this equipment.

I acknowledge and consent to Diocesan monitoring my use of this equipment at any time at its discretion. Such monitoring may include printing and reading all e-mail entering, leaving, or stored in these systems as well as listening to my voice-mail messages in the ordinary course of business.

I acknowledge that I have received, read, understand, and agree to abide by the terms of the complete Electronic and Telephonic Communications Policy contained in the Lay Employee Handbook.

\_\_\_\_\_  
Name of Employee *(Please Print)*

\_\_\_\_\_  
Name of Management Witness *(Please Print)*

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**EMPLOYEE ACKNOWLEDGMENT OF  
SOCIAL NETWORKING AND SOCIAL MEDIA POLICY**

I acknowledge that I have received, read, understand, and agree to abide by the terms of the Social Networking and Social Media Policy contained in the Lay Employee Handbook.

\_\_\_\_\_  
Name of Employee *(Please Print)*

\_\_\_\_\_  
Name of Management Witness *(Please Print)*

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## CONFIDENTIALITY AGREEMENT

As an employee of the Diocese of Reno, I will not at any time disclose or use, either during or subsequent to my employment, any information, knowledge or data which I receive or develop during my employment and which is considered confidential or proprietary by the Diocese. Confidential or proprietary information of the Diocese includes, but is not limited to, financial records, personnel and payroll records, information regarding transactions, account information, information regarding Diocesan operations, procedures or practices, information regarding donors, and student school records.

I further agree that upon termination of my employment with the Diocese I shall promptly return any and all documents and information storage and retrieval systems containing the above information, knowledge or data, relating thereto.

I understand and agree that I will never use any mailing lists of the Diocese of Reno for purposes of solicitation.

This agreement shall be binding upon my successors, heirs, assigns and personal representatives and shall be for the benefit of the successors and assigns of the Diocese of Reno. In the event that a dispute arises concerning this agreement, the Diocese shall be entitled to the recovery of reasonable attorney's fees and costs.

I understand that my continued employment with the Diocese is contingent upon my compliance with this agreement.

In addition to the foregoing, I also acknowledge and agree that I have received, read, understand, and agree to abide by the terms of the Confidentiality Policy contained in the Lay Employee Handbook.

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Name of Employee *(Please Print)*

---

Employee's Signature

---

Date





**EMPLOYEE DISPUTE RESOLUTION PROCEDURE  
FORM FOR USE IN STEP III: REQUEST FOR REVIEW BY PERSONNEL  
ADMINISTRATOR**

**DIOCESE OF RENO**

In the Matter of the  
Grievance of

\_\_\_\_\_  
[Name]  
\_\_\_\_\_

**STEP III  
REQUEST FOR REVIEW BY PERSONNEL ADMINISTRATOR**

1. I am the grievant in this matter. I am an employee of \_\_\_\_\_  
\_\_\_\_\_ [parish, school, etc.] and certify that I have complied with Steps I and  
II of the grievance procedure and believe that my grievance was not resolved as a result. I have  
attached to this Request copies of my written grievance and the response of my supervisor(s).

2. I understand that under the Employee Grievance Resolution Procedure, a grievance  
is defined as an unresolved dispute, disagreement, misunderstanding or expressed dissatisfaction  
on the part of an employee relating to employment conditions (for example, conditions perceived  
to be unfair, unlawful or unsafe) or the meaning and application of personnel policies (for example,  
if an employee believes he/she was adversely affected by a policy that was not followed or that  
was misconstrued or misapplied).

3. I hereby request that the diocesan personnel administrator review and resolve my  
grievance(s) as identified below.

4. I believe the following grievances have not been satisfactorily resolved:

a. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

I believe this violates \_\_\_\_\_ [cite by page and section of the Lay  
Employee Handbook the personnel policy violated or cite Nevada or federal law violated] because

\_\_\_\_\_  
\_\_\_\_\_.

b. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.



I believe this violates \_\_\_\_\_ [cite by page and section of the Lay Employee Handbook the personnel policy violated or cite Nevada or federal law violated] because

\_\_\_\_\_

c. \_\_\_\_\_

\_\_\_\_\_

I believe this violates \_\_\_\_\_ [cite by page and section of the Lay Employee Handbook the personnel policy violated or cite Nevada or federal law violated] because

\_\_\_\_\_

d. \_\_\_\_\_

\_\_\_\_\_

I believe this violates \_\_\_\_\_ [cite by page and section of the Lay Employee Handbook the personnel policy violated or cite Nevada or federal law violated] because

\_\_\_\_\_

\_\_\_\_\_

5. I request the following remedies for my grievance:

a. \_\_\_\_\_

\_\_\_\_\_

b. \_\_\_\_\_

\_\_\_\_\_

c. \_\_\_\_\_

\_\_\_\_\_

d. \_\_\_\_\_

\_\_\_\_\_

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

/s/ \_\_\_\_\_