



# THE DIOCESE OF SAN JOAQUIN

ANGLICAN CHURCH IN NORTH AMERICA

1300 Shaw Avenue #123

Fresno, California 93710

(559) 244-4828

September 10, 2018

Brothers and Sisters:

This is the Employee Handbook (hereinafter “Handbook”) used by the Diocesan Office. We developed this Handbook in cooperation with one of our Chancellors, as well as employed the professional services of P-Five Solutions (<http://www.pfivesolutions.com/home/>). P-Five will continue to help us update the document as we request their review.

Every congregation should have a Handbook of some sort, and we provide this to you as a resource and encourage you to adopt it at your church. If you desire to modify this document to account for the realities of – and differences in – your congregation’s particular situation, please contact the Diocesan Administrator for an explanation of how to go about that process; either by email ([administrator@dioceseofsanjoaquin.net](mailto:administrator@dioceseofsanjoaquin.net)) or via the main phone number of the Diocesan office.

Your Servant and Bishop,

The Rt. Rev. Dr. Eric Menees

# ANGLICAN DIOCESE OF SAN JOAQUIN



## PERSONNEL HANDBOOK

Revised 7/10/2018

## Table of Contents

<b>CHAPTER I.....</b>	<b>6</b>
<b>General Employment Policies.....</b>	<b>6</b>
Introductory Statement.....	7
Mission & Philosophy of the Diocese .....	7
General Hiring Policy .....	8
Anglican Lay Employees: .....	8
Participation by Non-Anglican Employees in the Works of the Diocese: .....	8
Pastoral Support:.....	<b>8</b>
Nondiscrimination in All Other Respects:.....	9
At-Will Employment Status.....	9
Right to Revise.....	9
Harassment Discrimination and Retaliation Prevention .....	10
<b>CHAPTER II.....</b>	<b>14</b>
<b>Hiring.....</b>	<b>14</b>
Employment Classifications .....	15
Regular Full-Time Employees .....	16
Regular Part-Time Employees .....	16
Temporary Employees.....	16
Occasional Part-Time .....	17
Contracted Diocesan Employees.....	17
New Hires.....	17
Inactive Status .....	17
Job Duties.....	18
External Employment.....	18
Bridging of Time.....	18
Fingerprinting.....	18
<b>CHAPTER III.....</b>	<b>19</b>
<b>Wages.....</b>	<b>19</b>
Work Schedules .....	20
Pay Periods.....	20
Overtime for Nonexempt Employees .....	20
Makeup Time .....	21

Meal and Rest Periods .....	22
Timekeeping Requirements.....	24
Deductions from Wages .....	24
Expense Reimbursement .....	26
Advances.....	26
Garnishment of Wages .....	26
Pay for Mandatory Meetings/Training .....	26
Payment of Wages .....	27
Wage & Salary Review .....	27
<b>CHAPTER IV.....</b>	<b>28</b>
<b>Management.....</b>	<b>28</b>
Personnel Records.....	29
Performance Evaluations .....	29
Employee Property.....	30
Employment of Relatives .....	30
Names and Addresses Policy .....	30
Open-Door Policy.....	30
Telecommuting.....	31
Workplace Privacy - Audio/Video Recordings.....	32
<b>CHAPTER V .....</b>	<b>33</b>
<b>Diocese Property .....</b>	<b>33</b>
Smoking.....	34
Solicitation and Distribution of Literature .....	34
Housekeeping .....	34
Electronic and Social Media .....	35
Employee-owned Devices .....	38
Employer Property.....	38
Guests and Visitors .....	39
Off-Duty Use of Facilities.....	40
Parking.....	40
<b>CHAPTER VI.....</b>	<b>41</b>
<b>Safety and Health .....</b>	<b>41</b>
Security.....	42

Health and Safety .....	42
Workplace Violence .....	42
Ergonomics .....	43
Inclement Weather/Natural Disasters.....	44
Recreational Activities and Programs .....	44
<b>CHAPTER VII.....</b>	<b>45</b>
<b>Benefits.....</b>	<b>45</b>
Benefits Overview.....	46
Lactation Policy .....	46
External Employee Education .....	47
Holidays.....	47
Workers' Compensation .....	48
<b>CHAPTER VIII .....</b>	<b>50</b>
<b>Termination .....</b>	<b>50</b>
Termination of Employment .....	51
Voluntary Resignation.....	51
Involuntary Termination and Progressive Discipline .....	51
Reductions in Force .....	51
No Call / No Show .....	52
Employee References.....	52
<b>CHAPTER IX .....</b>	<b>53</b>
<b>Leaves of Absence .....</b>	<b>53</b>
Vacation.....	54
Sick Leave.....	55
Bereavement Leave .....	57
Jury Duty and Witness Leave .....	57
Time Off for Voting .....	57
Military Leave .....	58
Military Spouse Leave.....	58
Victims of Crime Leave.....	58
Domestic Violence, Sexual Assault or Stalking Leave and Accommodation .....	59
Domestic Violence, Sexual Assault or Stalking Leave for Treatment .....	59
School Appearances Involving Suspension .....	60

School and Child Care Activities Leave .....	60
Volunteer Civil Service Personnel .....	61
Pregnancy Disability Leave (5+ Employees) .....	61
Extended Medical Leave .....	63
Administrative Leave .....	64
<b>CHAPTER X</b> .....	65
<b>Employee Conduct</b> .....	65
Business Conduct and Ethics .....	66
Conducting Personal Business .....	66
Confidential Information .....	66
Conflicts of Interest .....	67
Drug and Alcohol Abuse .....	68
Dress Codes and Other Personal Standards .....	69
News Media Contacts .....	69
Off-Duty Conduct .....	69
Political Activity .....	70
Prohibited Conduct .....	70
Prohibited Use of Diocese Cell Phone While Driving .....	71
Punctuality and Attendance .....	72
<b>Confirmation of Receipt</b> .....	73

# **CHAPTER I**

## **General Employment Policies**

## **Introductory Statement**

This Handbook sets forth the policies of the Anglican Diocese of San Joaquin (Diocese) applicable to all lay employees working for the Diocese. It would be impossible in a single handbook to address every situation or answer every question about employment with the Diocese. This Handbook, therefore, is designed to acquaint employees with the Diocese's policies as an employer, to provide them with information regarding their privileges and responsibilities as employees, and to help each employee carry out his or her employment duties in a manner consistent with the teachings and traditions of the Anglican Church as practiced and proclaimed by the Anglican Church in North America. It is important, therefore, that all employees read, understand, and follow the provisions of this Handbook, both in its current form and as it may be amended from time to time, by official notice in writing.

This Handbook replaces all earlier versions, policies, and procedures. While this document may be translated into languages other than English for the convenience of employees, the English translation shall prevail in its administration.

## **Mission & Philosophy of the Diocese**

As Anglicans, we believe that all persons are called by God to contribute to the sanctification and transformation of the world, by fulfilling their own particular duties in the spirit of the Gospel and Christian discipleship. Working in the Diocese is one path of such Christian discipleship, and those who work for the Diocese continue, in a very real way, the mission and ministry of Christ. As St. Paul recognized many centuries ago, the life and growth of the Diocese, and the spreading of the Gospel, depends upon the men and women he often called "My co-workers in Christ Jesus" (Rom 16:3-16).

Each individual lay employee who works and ministers in the name of the Diocese, therefore, must stand before the world as a witness to the life and resurrection of the Lord Jesus. The Diocese, in its role as an employer, expects all employees to, by word, deed, and conduct, advocate and support the positions and beliefs of the Anglican Church in North America, and to be guided by such principles as:

- To respect the dignity of each person as one called by God and made in God's image and likeness;
- To strive to inculcate Gospel values in every aspect of work;
- To keep an open mind, to collaborate with and respect the ideas of others, to support leadership, and to make the common good a priority; and
- To contribute by personal example to a climate of faith and to serve others in a spirit marked by hospitality, compassion, and prayerful support.

Employees who are Anglican are expected to be faithful to the Christian faith as practiced and proclaimed by the Anglican Church in North America and adhere to the teachings of the Church in their lives. Recognizing that non-Anglican employees are



called by the Lord to stand before the world as a witness to His life, non-Anglican employees are also expected to have an understanding of the Anglican Church and to refrain from actions that are contrary to the teachings of the Church. If non-Anglican employees wish to consider coming into full communion with the Church, the Diocese will welcome and assist them with that process. Non-Anglican employees interested in the profound and joyous experience of becoming Anglican are encouraged to ask their individual supervisor or the Bishop for information about the baptism or reception into the Anglican Church.

The Diocese encourages all employees to participate in programs of enrichment and education for their personal faith development (e.g., spiritual retreats, days of renewal, workshops, etc.).

## **General Hiring Policy**

Consistent with the mission and ministry of the Anglican Church in North America, the Diocese adheres to the following hiring policy:

### **Anglican Lay Employees:**

Lay employee positions in the Diocese shall, in general, be open for application by laypersons who are faithful Anglicans, who exemplify the teachings of the Anglican Church in their personal lives and practices, and who are in good standing with the Diocese. This does not guarantee that an Anglican applicant will be hired where there is a more qualified non-Anglican applicant, or in situations where employing an Anglican applicant may create a conflict of interest between the responsibilities of the Diocesan office and the individual's duty to their local church.

### **Participation by Non-Anglican Employees in the Works of the Diocese:**

Non-Anglican applicants who wish to share in the mission of the Diocese may also be employed by the Diocese, especially in situations where employing an Anglican applicant may create a conflict of interest between the responsibilities of the Diocesan office and the individual's duty to their local church. Non-Anglican applicants must, as a condition of employment, acknowledge that they understand that they will be employed by an Anglican religious institution, agree to conduct their public activities and relationships in a manner that is compatible with the teachings and missions of the Diocese, and affirm that they generally share the religious perspective of the Anglican Church in North America on issues of conduct and morality.

### **Pastoral Support:**

The Diocese implements processes and procedures to extend full pastoral care and support for any lay employee desiring to regularize his or her personal relationships and standing with the Church. The Bishop shall take reasonable and pastorally appropriate

efforts to extend pastoral outreach services to any Diocesan employee seeking assistance with regard to regularizing their relationships and standing with the Church.

### **Nondiscrimination in All Other Respects:**

Except as it is permitted by virtue of its status as a church, the Diocese will otherwise recruit, employ, promote, transfer, grant increases or decreases in rates of pay or other compensation, select for training, and discharge employees without unlawful discrimination under applicable law.

## **At-Will Employment Status**

Employment with the Diocese is "at-will." This means that employment may be terminated at any time, by the Diocese or the employee, with or without notice, with or without cause. With limited and specific exceptions (relative to clergy), no one has the authority to alter the Diocese's at-will employment policy, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to this policy. Furthermore, any such agreement (other than for the exceptions noted above) must be in writing and signed by the Bishop.

Nothing in this at-will statement is intended to interfere with an employee's rights to communicate or work with others toward altering the terms and conditions of his or her employment.

## **Right to Revise**

This employee handbook contains the employment policies and practices of The Diocese in effect at the time of publication. All previously issued handbooks and any inconsistent policy statements or memorandum are superseded.

Anglican Diocese of San Joaquin reserves the right to revise, modify, delete, or add to any and all policies, procedures, work rules, or benefits stated in this handbook or in any other document, except for the policy of at-will employment. However, any such changes must be in writing and must be signed by the Bishop of Anglican Diocese of San Joaquin.

Any written changes to this handbook will be distributed to all employees so that employees will be aware of the new policies or procedures. No oral statements or representations can in anyway alter the provisions of this handbook.

This handbook sets forth the entire agreement between you and The Diocese as to the duration of employment and the circumstances under which employment may be terminated. Nothing in this employee handbook or in any other personnel document, including benefit plan descriptions, creates or is intended to create a promise or representation of continued employment for any employee.

## **Harassment Discrimination and Retaliation Prevention**

The Diocese is an equal opportunity employer. The Diocese is committed to providing a work environment free of harassment, discrimination, retaliation, and disrespectful or other unprofessional conduct based on sex (including pregnancy, childbirth, breastfeeding or related medical conditions), race, color, national origin (including language use restrictions and possession of a driver's license issued under Vehicle Code section 12801.9), ancestry, physical or mental disability, medical condition, genetic information, marital status, age, military and veteran status or any other basis protected by federal, state or local law or ordinance or regulation. It also prohibits discrimination, harassment, disrespectful or unprofessional conduct based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics.

In addition, the Diocese prohibits retaliation against individuals who raise complaints of discrimination or harassment or who participate in workplace investigations.

**All such conduct violates Diocese policy.**

### **Harassment Prevention**

The Diocesan policy prohibiting harassment applies to all persons involved in the operation of the Diocese. The Diocese prohibits harassment, disrespectful or unprofessional conduct by any employee of the Diocese, including supervisors, managers and co-workers. The Diocese's anti-harassment policy also applies to vendors, independent contractors, unpaid interns, volunteers, persons providing services pursuant to a contract and other persons with whom you come into contact while working.

Prohibited harassment, disrespectful or unprofessional conduct includes, but is not limited to, the following behavior:

Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations, comments, posts or messages;

Visual displays such as derogatory and/or sexually-oriented posters, photography, cartoons, drawings or gestures;

Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work because of sex, race or any other protected basis;

Threats and demands to submit to sexual requests or sexual advances as a condition of continued employment, or to avoid some other loss and offers of employment benefits in return for sexual favors;

Retaliation for reporting or threatening to report harassment; and

Communication via electronic media of any type that includes any conduct that is prohibited by state and/or federal law or by Diocese policy.

Sexual harassment does not need to be motivated by sexual desire to be unlawful or to violate this policy. For example, hostile acts toward an employee because of his/her gender can amount to sexual harassment, regardless of whether the treatment is motivated by sexual desire.

Prohibited harassment is not just sexual harassment but harassment based on any protected category.

### **Non-Discrimination**

The Diocese is committed to compliance with all applicable laws providing equal employment opportunities. This commitment applies to all persons involved in Diocese operations. The Diocese prohibits unlawful discrimination against any job applicant, employee or unpaid intern by any employee of the Diocese, including supervisors and coworkers.

Pay discrimination between employees of the opposite sex or between employees of another race or ethnicity performing substantially similar work, as defined by the California Fair Pay Act and federal law, is prohibited. Pay differentials may be valid in certain situations defined by law.

### **Anti-Retaliation**

The Diocese will not retaliate against you for filing a complaint or participating in any workplace investigation or complaint process, and will not tolerate or permit retaliation by management, employees or co-workers.

### **Reasonable Accommodation**

Discrimination can also include failing to reasonably accommodate individuals with disabilities where the accommodation does not pose an undue Hardship.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, the Diocese will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship would result.

Any job applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact a Diocese representative with day-to-day personnel responsibilities and discuss the need for an accommodation. The Diocese will engage in an interactive process with the employee to identify possible accommodations, if any, which will help the applicant or employee perform the job. If the accommodation is reasonable and will not impose an undue hardship, the Diocese will make the accommodation.

The Diocese will not retaliate against you for requesting a reasonable accommodation and will not knowingly tolerate or permit retaliation by management, employees or co-workers.

## **Complaint Process**

If you believe that you have been the subject of harassment, discrimination, retaliation or other prohibited conduct, bring your complaint to:

- Your supervisor, or
- The Bishop ([bishop@dioceseofsanjoaquin.net](mailto:bishop@dioceseofsanjoaquin.net); 559-244-4828), and/or
- The California Department of Fair Employment and Housing (<https://www.dfeh.ca.gov/complaint-process/file-a-complaint/>; 1-800-884-1684)

Bring your complaint forward as soon as possible after the incident. If you need assistance with your complaint, or if you prefer to make a complaint in person, contact the Diocesan Administrator. If the Administrator is unavailable or the source of the complaint, please contact The Bishop for assistance. Please provide all known details of the incident or incidents, names of individuals involved and names of any witnesses. It would be best to communicate your complaint in writing, but this is not mandatory.

The Diocese encourages all individuals to report any incidents of harassment, discrimination, retaliation or other prohibited conduct forbidden by this policy immediately so that complaints can be quickly and fairly resolved.

You also should be aware that the Federal Equal Employment Opportunity Commission and the California Department of Fair Employment and Housing investigate and prosecute complaints of prohibited harassment, discrimination and retaliation in employment. If you think you have been harassed or discriminated against or that you have been retaliated against for resisting, complaining or participating in an investigation, you may file a complaint with the appropriate agency. The nearest office can be found by visiting the agency websites at [www.dfeh.ca.gov](http://www.dfeh.ca.gov) and [www.eeoc.gov](http://www.eeoc.gov).

Supervisors must refer all complaints involving harassment, discrimination, retaliation or other prohibited conduct to the Bishop of the Diocese so the Bishop can try to resolve the complaint.

When the Diocese receives allegations of misconduct, it will immediately undertake a fair, timely, thorough and objective investigation of the allegations in accordance with all legal requirements. The Diocese will reach reasonable conclusions based on the evidence collected.

The Diocese will maintain confidentiality to the extent possible. However, the Diocese cannot promise complete confidentiality. The employer's duty to investigate and take corrective action may require the disclosure of information to individuals with a need to know.

Complaints will be:

- Responded to in a timely manner
- Kept confidential to the extent possible
- Investigated impartially by qualified personnel in a timely manner
- Documented and tracked for reasonable progress
- Given appropriate options for remedial action and resolution
- Closed in a timely manner

If the Diocese determines that harassment, discrimination, retaliation or other prohibited conduct has occurred; appropriate and effective corrective and remedial action will be taken in accordance with the circumstances involved. The Diocese also will take appropriate action to deter future misconduct.

Any employee determined by the Diocese to be responsible for harassment, discrimination, retaliation or other prohibited conduct will be subject to appropriate disciplinary action, up to, and including termination. Employees should also know that if they engage in unlawful harassment, they can be held personally liable for the misconduct.

# **CHAPTER II**

## **Hiring**

## **Employment Classifications**

It is important that you understand the definitions of the employment classifications at The Diocese and know your classification. The reason is because your employment classification helps determine your employment status and what benefits you are eligible for. If you have questions or are not sure what your employment classification is, see your supervisor.

These employment classifications do not guarantee employment with The Diocese for any specific period of time. You became an employee at The Diocese voluntarily and your employment is at will. "At will" means that you may terminate your employment at any time, with or without cause or advance notice. Likewise, "at will" means that The Diocese may terminate your employment at any time, with or without cause or advance notice, as long as The Diocese does not violate federal or state laws.

### **Exempt & Non-Exempt**

Depending on your job, you are either NONEXEMPT or EXEMPT from federal and state wage and hour laws. If you are a NONEXEMPT employee, you are entitled to overtime pay under the specific provisions of federal and state laws. If you are an EXEMPT employee, you are excluded from specific provisions of federal and state wage and hour laws. Your EXEMPT or NONEXEMPT classification may be changed only with written notification by Diocesan management.

If you are a Non-Exempt employee and are eligible for overtime or extra pay, you must maintain a record of the total hours you work each day. These hours must be accurately recorded on the computer time clock. Your time card must accurately reflect all regular and overtime hours worked, any absences, early or late arrivals, early or late departures and meal breaks. When you receive each pay check, please verify immediately that you were paid correctly for all regular and overtime hour worked each workweek.

An exempt employee normally has a position as an executive, administrative, outside sales or professional employee. If you are classified as an exempt salaried employee, you will receive a salary which is intended to compensate you for all hours that you may work for The Diocese. This salary will be established at the time of hire or when you become classified as an exempt employee. While it may be subject to review and modification from time to time, such as during salary review times, the salary will be a predetermined amount that will not be subject to deductions for variations in the quantity or quality of the work you perform. You will receive your full salary for any workweek in which work is performed. However, under federal law, your salary is subject to certain deductions. For example, your salary can be reduced for the following reasons in a workweek in which work was performed:

- Full day absences for personal reasons, including vacation.
- Full day absences for sickness or disability, due to the sick day plan already in place.



- A partial day absence is now allowed in one-half day (4 hour) increments.
- Full day disciplinary suspensions for infractions of safety rules of major significance (including those that could cause serious harm to others.)
- Family and Medical Leave absences (either full or partial day absences).
- To offset amounts received as payment for witness fees or military pay.
- Unpaid disciplinary suspensions of one or more full days for significant infractions of major workplace conduct rules set forth in written policies.
- The first or last week of employment in the event you work less than a full week.

Your salary may also be reduced for certain types of deductions, such as: state, federal or local taxes, social security or voluntary contributions to an employee sponsored benefit plan. In any workweek in which you performed any work, your salary will not be reduced for any of the following reasons:

- Partial day absences for personal reasons, sickness or disability.
- Your absence because the facility is closed on a scheduled work day.
- Absences for jury duty, attendance as a witness in a legal proceeding, or military leave in any week in which you have performed any work.
- Any other deductions prohibited by state or federal law.

In addition to being a Nonexempt or Exempt employee, you also belong to one of the following employment categories:

## **Regular Full-Time Employees**

Regular Full-Time employees are regularly scheduled to work 30 or more hours per workweek. Regular full-time employees are entitled to Diocesan employee fringe benefits, unless otherwise agreed to in writing, subject to the eligibility requirements for any particular plan or program.

## **Regular Part-Time Employees**

Regular Part-Time employees are regularly scheduled to work at least 15 but fewer than 30 hours per workweek. Regular part-time employees are eligible for Diocesan employee fringe benefits, prorated based on their regularly scheduled hours, subject to the eligibility requirements for any plan or programs.

## **Temporary Employees**

Temporary employees are those employed for short-term assignments. Short-term assignments generally are periods of six months or fewer; however, such assignments may be extended. Temporary employees are not eligible for employee benefits except those mandated by applicable law.

## **Occasional Part-Time**

Occasional Part-Time employees work less than 15 hours per workweek and are not eligible for Diocesan employee fringe benefits, other than those benefits required by law.

## **Contracted Diocesan Employees**

Contracted employees (organists, musicians, child care workers, IT consultants, etc.) work pursuant to the terms and conditions of a written contract. Such employees are entitled to employee fringe benefits as set forth in the terms of their agreements, but all matters not addressed by those documents are governed by the provisions of the Handbook.

## **New Hires**

At the time of hire, each employee will be provided with a copy of this Employee Handbook and will be required to complete and sign the appended acknowledgment forms. Each employee is responsible for reading and being familiar with the Handbook and is expected to use it as a guide while employed by the Diocese. Questions concerning the Handbook or these policies may be directed to the Diocesan Administrator.

Each new employee will also be given an opportunity to learn about the Diocese and about his or her new position, typically through orientation meetings conducted during the first few weeks of employment. As part of the orientation process, the employee will be provided with general information on the mission, beliefs, and practices of the Anglican Diocese, as well as information about the Diocese and its policies, procedures, benefit programs, and services.

The first 90 Days of continuous employment at The Diocese is considered an introductory period. During this time, you will learn your responsibilities, get acquainted with fellow employees and determine whether or not you are happy with your job. Your supervisor will closely monitor your performance.

Completion of the introductory period does not entitle you to remain employed by The Diocese for any definite period of time. Your status as an at-will employee does not change. The employment relationship may be terminated with or without cause and with or without advance notice, at any time by you or the Diocese.

## **Inactive Status**

Employees who are on any type of leave of absence, work-related or non-work-related, that exceeds any protected state, federal or local leave of absence will be placed on inactive status.

## **Job Duties**

During the introductory period, your supervisor will explain your job responsibilities and the performance standards expected of you. Be aware that your job responsibilities may change at any time during your employment. From time to time, you may be asked to work on special projects, or to assist with other work necessary or important to the operation of your department or The Diocese. Your cooperation and assistance in performing such additional work is expected.

The Diocese reserves the right, at any time, with or without notice, to alter or change job responsibilities, reassign or transfer job positions, or assign additional job responsibilities.

## **External Employment**

Employment by the Diocese generally does not prevent employees from engaging in additional lawful employment. A Diocesan employee may not, however, engage in any employment that would result in a conflict of interest for that employee that would in any manner bring disrepute upon the Diocese, constitute scandal, or otherwise conflict with the moral and theological teachings of the Anglican Church in North America, or that detrimentally impacts the employee's job performance. Employees are required to report any external employment to their supervisor, for determination of whether a conflict of interest exists.

## **Bridging of Time**

The Diocese will give service credit to employees previously employed by the Diocese, provided the break in service does not exceed 365 days. Generally, the break in service time will be deducted from the employee's original service date. Diocesan Administrator will discuss reinstatement of benefits and other length of service issues with rehired employees. Special rules apply to reinstatement of paid sick leave benefits under the California Healthy Workplaces, Healthy Families Act.

## **Fingerprinting**

Consistent with California law, employees that are hired to positions that entail regular contact with minors, including supervisory or disciplinary contact, are required to obtain fingerprint (criminal background check) clearance through the California Department of Justice. This will also be required of those working regularly with money and the finances of the Diocese.

# **CHAPTER III**

## **Wages**

## **Work Schedules**

Anglican Diocese of San Joaquin is normally open for business between the hours of 8:00 a.m. to 5:00 p.m., Tuesday and Thursday; 9:00 a.m. to 5:00 p.m., Monday, Wednesday and Friday. Your supervisor will assign your individual work schedule. All employees are expected to be at their desks or workstations at the start of their scheduled shifts, ready to work.

As a general rule, regularly-scheduled office hours should not be interrupted by personal or medical appointments. When an appointment must be scheduled during office hours, the employee should consult with the supervisor for approval of the time arrangements.

Exchanging work schedules with other employees is discouraged. However, if you need to exchange schedules, notify your supervisor, who may authorize an exchange if possible. Work schedule exchanges will not be approved for the mere convenience of an employee or if the exchange interferes with normal operations or results in excessive overtime.

The workweek begins at 12:01 a.m. Sunday and ends at midnight on Saturday.

## **Pay Periods**

Employees are paid every two weeks. If a regular payday falls on a weekend or holiday, employees will be paid on the preceding workday. Certain positions including The Bishop, have the option to request to be paid monthly rather than every two weeks. For further information, please direct any questions to the Diocesan Bookkeeper or Treasurer.

## **Overtime for Nonexempt Employees**

Diocesan employees may be required to work overtime as necessary. Only actual hours worked in a given workday or workweek can apply in calculating overtime. Anglican Diocese of San Joaquin will attempt to distribute overtime evenly and accommodate individual schedules. All overtime work must be previously authorized by a supervisor. Anglican Diocese of San Joaquin provides compensation for all overtime hours worked by non-exempt employees in accordance with state and federal law as follows:

- All hours worked in excess of eight (8) hours in one workday or forty (40) hours in one workweek will be treated as overtime. A workday begins at 12:01 a.m. and ends at midnight 24 hours later. Workweeks begin each Sunday at 12:01 a.m. and ends at 12 midnight the following Saturday;
- Compensation for hours in excess of 40 for the workweek, or in excess of eight and not more than 12 for the workday, and for the first eight hours on the seventh consecutive day of work in one workweek, shall be paid at a rate one and one-half times the employee's regular rate of pay;

- Compensation for hours in excess of 12 in one workday and in excess of eight on the seventh consecutive workday in a workweek shall be paid at double the regular rate of pay; and
- Exempt employees may have to work hours beyond their normal schedules, or in excess of 40 hours per week or eight per day, as work demands require. No overtime compensation will be paid to exempt employees.

## **Makeup Time**

The Diocese allows the use of makeup time when non-exempt employees need time off to tend to personal obligations. Makeup time worked will not be paid at an overtime rate. Employees may take time off and then make up the time later in the same workweek, or may work extra hours earlier in the workweek to make up for time that will be taken off later in the workweek.

Makeup time requests must be submitted in writing to your supervisor, with your signature, on the Diocese-provided form. Requests will be considered for approval based on the legitimate business needs of the Diocese at the time the request is submitted. A separate written request is required for each occasion the employee requests makeup time.

If you request time off that you will make up later in the week, you must submit your request at least 24 hours before the desired time off in advance of the desired time off. If you request to work makeup time first in order to take time off later in the week, you must submit your request at least 24 hours before working the makeup time. Your makeup time request must be approved in writing before you take the requested time off or work makeup time, whichever is first.

All makeup time must be worked in the same workweek as the time taken off. The Diocese's seven-day workweek is Sunday to Saturday. Employees may not work more than 11 hours in a day or 40 hours in a workweek as a result of making up time that was or would be lost due to a personal obligation.

If you take time off and are unable to work the scheduled makeup time for any reason, the hours missed will normally be unpaid. However, your supervisor may arrange with you another day to make up the time if possible, based on scheduling needs. If you work makeup time in advance of time you plan to take off, you must take that time off, even if you no longer need the time off for any reason.

An employee's use of makeup time is completely voluntary. The Diocese does not encourage, discourage, or solicit the use of makeup time.

## **Meal and Rest Periods**

### **Rest Breaks**

All nonexempt employees are entitled to uninterrupted rest break periods during their workday. If you are a nonexempt employee, you will be paid for all such break periods, and you will not clock out.

### **Number of Rest Breaks**

You will be authorized and permitted one (1) 10-minute rest break for every four (4) hours you work (or major fraction thereof, which is defined as any amount of time over two [2] hours). A rest break need not be authorized for employees whose total daily work time is less than three and one half (3.5) hours.

You will be relieved of all duty during your rest break periods. You are free to come and go as you please and are free to leave the premises. You are expected to return to work promptly at the end of any rest break.

If you work a shift from three and one-half (3.5) to six (6) hours in length you will be entitled to one (1) ten-minute rest break. If you work more than six (6) hours and up to 10 hours, you will be entitled to two (2) ten-minute rest breaks. If you work more than 10 hours and up to 14 hours, you will be entitled to three (3) ten-minute rest breaks.

### **Timing of Rest Breaks**

You are authorized and permitted to take a rest break in the middle of each four hour work period.

Your rest break will be given upon request made to the Diocesan Administrator or Bishop.

### **Meal Period**

All nonexempt employees will be provided an uninterrupted unpaid meal period of at least 30 minutes if you work more than five (5) hours in a workday. You must clock out for your meal period. You will be permitted a reasonable opportunity to take this meal period, and you will be relieved of all duty. During your meal period, you are free to come and go as you please and are free to leave the premises. You are expected to return to work promptly at the end of any meal period.

If your total work period for the day is more than five hours per day but no more than six hours, you may waive the meal period. This cannot be done without the mutual consent of you and your supervisor. You must discuss any such waiver with your supervisor in advance.

The waiver must be in writing.

## **Timing of Meal Period**

Your meal period will be provided no later than the end of your fifth hour of work. For example, if you begin work at 8:00 a.m., you must start your meal period by 12:59 p.m. (which is before the end of your fifth hour of work).

Your meal period will be scheduled in cooperation with the Diocesan Administrator or Bishop.

## **Second Meal Period**

If you work more than 10 hours in a day, you will be provided a second, unpaid meal period of at least 30 minutes. Again, you must clock out for your meal period. You will be permitted a reasonable opportunity to take this meal period, and you will be relieved of all duty. There will be no control over your activities during your meal period. During your meal period, you are free to leave the premises and are free to come and go as you please. You are expected to return to work promptly at the end of any meal period.

Depending on the circumstances, you may be able to waive your second meal period if you took the first meal period and if your total hours worked for the day is no more than twelve hours.

This cannot be done without the mutual consent of you and your supervisor and must be in writing. You must discuss any such waiver with your supervisor in advance.

## **Timing of Second Meal Period**

This second meal period will be provided no later than the end of your 10th hour of work. Your second meal period will be scheduled by request made to the Diocesan Administrator or Bishop.

## **Recording Meal Periods**

You must clock out for any meal period and record the start and end of the meal period.

Employees are not allowed to work "off the clock." All work time must be accurately reported on your time record.

If for any reason you are not provided a meal period in accordance with our policy, or if you are in any way discouraged or impeded from taking your meal period or from taking the full amount of time allotted to you, please immediately notify the Diocesan Administrator or the Bishop.

Anytime you miss a meal period that was provided to you (or you work any portion of a provided meal period), you will be required to report to the Diocesan Administrator and document the reason for the missed meal period or time worked.

Please also refer to The Diocese Timekeeping Policy.



## **Timekeeping Requirements**

All nonexempt employees are required to use a time sheet to record time worked for payroll purposes. All time worked must be accurately reported on your time record.

Employees must record their own time at the start and at the end of each work period. Employees must clock out for their meal period and record the start and end of the meal period.

Employees are not allowed to work "off the clock." Working off the clock violates Diocese policy. Any work performed before or after a regularly scheduled shift must be approved in advance by your supervisor. If you perform any off-the-clock work, please report the work to your supervisor.

Employees also must record their time whenever they leave the building for any reason other than Diocese business.

Employees will be required to certify that their time record is accurate.

Any handwritten marks or changes on the timecard must be initialed by a supervisor. Punching another employee's timecard, allowing another employee to punch your timecard, or altering a timecard is not permissible and is subject to disciplinary action.

Any errors on your timecard should be reported immediately to your supervisor.

Failure by an employee to maintain time records reflecting an accurate account of hours worked may result in disciplinary action up to and including dismissal. Only a supervisor may modify or correct time records in the case of any error or omission.

Exempt employees are not required to maintain daily records of hours worked, but must maintain a time sheet with a record of any vacation, sick time, or other leave days taken each pay period, to ensure that the Diocese can accurately track accrued leave balances.

Please also refer The Diocese's Meal and Rest Break Policy.

## **Deductions from Wages**

### **General Deduction Policy:**

State and federal payroll taxes will be withheld from each employee's paycheck, in accordance with state and federal law. These deductions include, but are not necessarily limited to, state and federal income tax, social security tax (FICA), and state disability insurance (SDI) taxes. The Diocese will also withhold authorized deductions by you, from your wages when necessary.

## **What to Do If an Improper Deduction Occurs:**

If an employee believes that an improper deduction has been made to his or her salary, the employee should immediately report this information to his or her direct supervisor or to the Bishop. Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, the employee will be promptly reimbursed for any improper deduction made.

## **Deductions for Exempt Employees**

Employees paid on a "salary basis" regularly receive a predetermined amount of compensation each pay period. Subject to the exceptions listed below, exempt employees will receive full salary for any workweek in which they perform any work, regardless of the number of days or hours worked. Exempt employees may not be paid for any workweek in which they perform no work, subject to The Diocese benefits programs and policies.

No deductions from salary may be made for time when work is not available, provided the exempt employee is ready, willing, and able to work. Deductions from pay are permissible when an exempt employee:

- Is absent from work for one or more full days for personal reasons other than sickness or disability;
- Is absent for one or more full days due to sickness or disability if the deduction is made in accordance with a bona fide plan, policy, or practice of providing full compensation for salary lost due to illness and the employee has exhausted his or her leave under this policy;
- Is absent for jury duty or military duty for a full week and performs no work during the week; or
- Works less than a full week during the initial or final week of employment;

Partial day deductions from available accrued vacation or sick leave balances will also be made by the Diocese when applicable.

It is Diocese policy to comply with these salary basis requirements. Therefore, The Diocese prohibits all Diocese managers from making any improper deductions from the salaries of exempt employees. The Diocese wants employees to be aware of this policy and know that the Diocese does not allow deductions that violate federal or state law.

If you believe that an improper deduction from your salary has been made, you should immediately report this information to your direct supervisor, or The Bishop.

Reports of improper deductions will be investigated promptly. If it is determined that an improper deduction has occurred, you will be promptly reimbursed for any improper deduction made.

## **Expense Reimbursement**

Employees who use their own vehicles for Diocese business, and who provide proper documentation of that use, will be reimbursed at an amount equal to the current mileage deduction rate permitted by the Internal Revenue Service. Employees operating vehicles on Diocese business shall comply with all statutory requirements for the operation of motor vehicles, must have the minimum insurance coverage required by the State of California (\$15,000 for injury or death of one person per accident, \$30,000 for injury or death of two or more persons per accident, and \$5,000 for property damage per accident, or such other amounts as may be set by the Legislature after the printing of this Handbook) and a valid California driver's license, and must keep accurate records of actual reimbursable mileage driven.

Additional expenses connected to business travel (e.g., meals, lodging, etc.) must be approved by the employee's supervisor. Only reasonable expenses will be reimbursed, and they must be documented in writing (e.g., with receipts) using a Check Request Form. Any questions about which expenses will be reimbursed should be resolved prior to incurring the expense, by asking a supervisor.

## **Advances**

Payroll advances or loans to any Diocesan employees are strictly prohibited. Individual parishes are also prohibited from providing private loans to clergy. The Diocese does not permit advances against paychecks or "cashing out" advances against un-accrued vacation.

## **Garnishment of Wages**

If the Diocese receives a court order or notice from federal or state government to garnish an employee's wages, it will have no choice but to comply with that order. Employees should notify their supervisors if they are aware that their wages are to be garnished. The supervisor will notify the employee when a garnishment notice has been received, when it will become effective, and when the terms of the garnishment have been satisfied. All garnishments will be handled in a confidential manner, to the greatest extent possible.

## **Pay for Mandatory Meetings/Training**

The Diocese will pay non-exempt employees for their attendance at meetings, lectures, and training programs under the following conditions:

- Attendance is mandatory;
- The meeting, course, or lecture is directly related to the employee's job;

- The employee who is required to attend such meetings, lectures, or training programs will be notified of the necessity for such attendance by his or her supervisor;
- The employee will be paid at their regular rate of pay for time spent at meetings, lectures, and training programs.
- Any hours in excess of eight in a day or 40 in a week will be paid at the appropriate overtime rate, at the hourly rate in effect at the time the overtime work is being performed.

## **Payment of Wages**

Paystubs are normally available at the Diocesan office. If you observe an error on your check, please report it immediately to your supervisor.

All employees of The Diocese are paid every 15<sup>th</sup> and last day of the month for work performed during the previous two-week pay period. If a regular payday falls on a holiday, employees will be paid on the preceding business day.

The Diocese uses automatic payroll deposit to compensate their employees. To begin automatic payroll deposit, you must complete a form (Available from the Bookkeeper and return it to payroll at least 10 days before the pay period for which you would like the service to begin. You should carefully monitor your payroll deposit statements for the first two pay periods after the service begins.

In the event that the employee does not have a regular banking account, the Diocese's payroll company will directly deposit employee compensation onto any pay card provided by the employee, as long as the necessary information is provided on the automatic payroll deposit form. If you have further questions regarding payment of wages, contact the Diocesan Administrator.

## **Wage & Salary Review**

All regular employees who have been employed more than six months may have their salaries or wage rates reviewed as part of the annual budget cycle. Compensation adjustments may take place at other times, at the discretion of the Diocese. Although compensation adjustments typically involve increases in wage rates, salary freezes or downward adjustments are also possible. The review will be conducted by the employee's supervisor, and will be based upon the following factors: job classification, the employee's performance, budget constraints, and the overall financial condition of the Diocese.

# **CHAPTER IV**

## **Management**

## **Personnel Records**

An official personnel file will be maintained for each employee. You have a right to inspect or receive a copy of the personnel records that The Diocese maintains relating to your performance or to any grievance concerning you. Certain documents may be excluded or redacted from your personnel file by law, and there are legal limitations on the number of requests that can be made.

Any request to inspect or copy personnel records must be made in writing to the Diocesan Administrator or Bishop. You can obtain a form for making such a written request from the Diocesan Administrator, Bookkeeper, or Receptionist.

You may designate a representative to conduct the inspection of the records or receive a copy of the records. However, any designated representative must be authorized by you in writing to inspect or receive a copy of the records. The Diocese may take reasonable steps to verify the identity of any representative you have designated in writing to inspect or receive a copy of your personnel records.

The personnel records may be made available to you at a mutually agreeable location. The records will be made available no later than 30 calendar days from the date The Diocese receives your written request to inspect or copy your personnel records (unless you/your representative and The Diocese mutually agree in writing to a date beyond 30 calendar days but no later than 35 calendar days from receipt of the written request).

If you request a copy of the contents of your file, you will be charged the actual cost of copying.

Disclosure of personnel information to outside sources, other than your designated representative, will be limited. However, The Diocese will cooperate with requests from authorized law enforcement or local, state, or federal agencies conducting official investigations and as otherwise legally required.

## **Performance Evaluations**

Each employee will receive periodic performance reviews conducted by his or her supervisor. Your first performance evaluation will take place after the employee completes the 90 day introductory period. Subsequent performance evaluations will be conducted annually, on or about the anniversary date of your employment with the Diocese. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems.

Your performance evaluations may review factors such as the quality and quantity of the work you perform, your knowledge of the job, your initiative, your work attitude, and your attitude toward others. The performance evaluations are intended to make you aware of your progress, areas for improvement, and objectives or goals for future work

performance. Favorable performance evaluations do not guarantee increases in salary or promotions. Salary increases and promotions are solely within the discretion of supervisor and/or pastor and depend upon many factors in addition to performance. After the review, you will be required to sign the evaluation report simply to acknowledge that it has been presented to you, that you have discussed it with your supervisor, and that you are aware of its contents.

## **Employee Property**

An employee's personal property, including but not limited to lockers, packages, purses, and backpacks, may be inspected upon reasonable suspicion of unauthorized possession of The Diocese property, possession of dangerous weapons or firearms, or abuse of the Diocese's drug and alcohol policy.

## **Employment of Relatives**

Relatives of employees may be eligible for employment with The Diocese only if individuals involved do not work in a direct supervisory relationship, or in job positions in which there is a conflict of interest. The Diocese defines "relatives" as spouses, children, siblings, parents, in-laws, and step-relatives. Present employees who marry are permitted to continue working in the job position held only if they do not work in a direct supervisory relationship with one another or in job positions involving conflict of interest.

## **Names and Addresses Policy**

The Diocese is required by law to keep current documents of all employees' names and addresses. Employees are responsible for notifying the Diocese in the event of a name or address change.

## **Open-Door Policy**

Suggestions for improving The Diocese are always welcome. At some time, you may have a complaint, suggestion, or question about your job, your working conditions, or the treatment you are receiving. Your complaints, questions, and suggestions are also of concern to the Diocese.

If you have a complaint, suggestion or question, speak with your immediate supervisors as soon as possible. If you are not comfortable speaking to your immediate supervisor, please bring the issue to the Diocesan Administrator, the Bishop (if the Diocesan

Administrator is the source of the complaint) or the Canon to the Ordinary (if there is one).

Moreover, if you have raised the issue and if the problem persists, you may present it to the Diocesan Administrator (if the Diocesan Administrator is not the source of the issue), who will investigate and provide a solution or explanation.

If the problem is not resolved, you may also present the problem to the Bishop, who will attempt to reach a final resolution.

While a written complaint will assist us in investigating your concerns, it is not required that you put your complaint in writing. If you need assistance with your complaint, or you prefer to make a complaint in person, contact the Diocesan Administrator.

This procedure, which we believe is important for both you and the Diocese, cannot guarantee that every problem will be resolved to your satisfaction. However, The Diocese values your observations and you should feel free to raise issues of concern without the fear of retaliation.

## **Telecommuting**

Although rare, The Diocese may offer telecommuting accommodations. Telecommuting provides employees with an opportunity to work from an alternative work environment instead of in the primary location of the Diocese. Telecommuting must be pre-approved by an employee's supervisor and cannot be initiated without a Telecommuting Agreement.

The Diocese retains the right in its sole discretion to designate positions that are appropriate for telecommuting and approve employees for telecommuting. Telecommuting does not change the conditions of employment or required compliance with all Diocese policies and procedures. The Diocese reserves the right to change or terminate the Telecommuting Agreement at any time, without cause or advance notice. An employee's ability to work under a Telecommuting Agreement rests in the sole discretion of the Diocese. Telecommuting is a privilege and may not be appropriate for all employees. If an employee wishes to request a Telecommuting Agreement, she/he should contact his or her supervisor and ask for a Telecommuting Request form.

## **Telecommuting Safety**

The Telecommuter is solely responsible for ensuring the safety of his or her alternative work environment. However, because the Diocese is legally obligated to provide its employees with a workplace that is free from hazards that might cause serious harm or injury, the Diocese reserves the right to periodically inspect the Telecommuter's home work space. Any such inspection will be preceded by advance notice and an appointment will be scheduled. Telecommuters are protected by the Diocese's workers' compensation



insurance. As such, Telecommuters are required to immediately report any injuries that occur while working.

The Telecommuter shall be liable for any injuries that occur to third parties at or around the Telecommuter's alternative work environment.

### **Telecommuting Plan**

All Telecommuters will be required to sign a Telecommuting Agreement with their supervisor that outlines the days and work hours (as applicable) of the Telecommuter; equipment the Telecommuter will need; how the Telecommuter will communicate with the Diocese; use of support or secretarial staff; and other appropriate information.

### **Hours of Work**

Unless otherwise agreed in the Telecommuting Agreement, hours and days of work will not change. Employees agree to apply themselves during work hours.

Nonexempt employees agree not to work outside of scheduled hours without advance approval; this includes such activities as checking and responding to emails. Any work outside of a scheduled shift must be reported to a supervisor.

Telecommuting is not intended as a substitute for child care or care for another adult. If a child or adult needs care during work time, another responsible individual is expected to be present.

### **Attendance at Meetings**

Telecommuters are expected to attend all required meetings.

### **Costs Associated with Telecommuting**

The Diocese shall not incur additional costs due to a Telecommuting Agreement. The Telecommuting Agreement will specify any costs the Diocese will cover.

### **Workplace Privacy - Audio/Video Recordings**

Due to concerns regarding the potential for invasion of privacy, sexual or other harassment, and protection of proprietary or confidential information, employees may not use any audio or video recording devices while on working time. Employees also may not use any audio or video recordings in work areas that The Diocese has identified as confidential, secure or private, unless the employee is engaged in protected activity related to improving the terms and conditions of his/her employment, such as documenting health and safety issues.

The Diocese uses or may use video surveillance in public areas (not in restrooms, locker rooms or changing areas). The video surveillance will not include sound recording.

# **CHAPTER V**

## **Diocese Property**

## **Smoking**

Smoking is prohibited at this workplace, except in designated smoking areas on Diocese or church premises. The smoking prohibition applies to all smoking devices, including, but not limited to, the use of electronic smoking devices, such as electronic cigarettes, pipes, hookahs, and vaping devices.

## **Solicitation and Distribution of Literature**

In order to ensure efficient operation of the Diocese's business and to prevent disruption to employees, we have established control of solicitations and distribution of literature on Diocese property. The Diocese has enacted rules applicable to all employees governing solicitation, distribution of written material, and entry onto the premises and work areas. All employees are expected to comply strictly with these rules. Any employee who is in doubt concerning the application of these rules should consult with his or her supervisor.

No employee shall solicit or promote support for any cause or organization during his or her working time or during the working time of the employee or employees at whom such activity is directed. No employee shall distribute or circulate any written or printed material in work areas at any time, or during his or her working time or during the working time of the employee or employees at whom such activity is directed.

Although solicitations by an employee for charitable purposes (youth candy sales, Girl Scout Cookies, School Fundraising Sales, and the like) are generally permissible, such activity may be restricted in any instance in which it interferes with or disrupts the workplace.

Any such solicitation, promotion, or distribution must be done during break and lunch periods only and must be confined to a break room and bulletin boards. Placement of any material on the bulletin boards requires prior approval from the employee's supervisor. No distributions to individuals in their work area or parking lot leafleting are permitted.

Under no circumstances will non-employees be permitted to solicit or to distribute written material for any purpose on Diocese property.

## **Housekeeping**

All employees are expected to keep their work areas clean and organized. Common areas such as conference rooms, lunch rooms, and restrooms should be kept clean by those using them, and to treat any Diocesan-rented property with the same respect as Diocesan-owned property.

Employees are asked to clean up after meals and dispose of trash properly. The presence of personal decorations, such as pictures and plants, is permitted as long as it does not detract from overall office appearance or working conditions, as determined by the supervisor. The Diocese is not responsible for loss of such personal possessions through fire, theft, or other loss, so employees are encouraged not to bring items of monetary or personal value to work.

## **Electronic and Social Media**

This policy is intended to protect the Diocese's computer systems and electronic information.

For purposes of these policies, the following definitions apply: "Computers" are defined as desktop computers, laptops, handheld devices (including but not limited to iPhones, Black berries, smart phones, iPads, and other electronic tablets and cell phones), computer software/hardware and servers.

The Diocese also uses various forms of "electronic communication." "Electronic communications" includes e-mail, text messages, telephones, cell phones and other handheld devices, fax machines, and online services including the Internet.

"Electronic information" is any information created by an employee using computers or any means of electronic communication, including but not limited to, data, messages, multimedia data, and files.

The following general policies apply:

- Computers and all data transmitted through The Diocese servers are Diocese property owned by the Diocese for the purpose of conducting Diocese business. These items must be maintained according to The Diocese rules and regulations. Computers must be kept clean and employees must exercise care to prevent loss and damage. Prior authorization must be obtained before any Diocese property may be removed from the premises.
- All electronic communications also remain the sole property of The Diocese and are to be used for Diocese business. For example, email messages are considered Diocese records.
- Electronic information created by an employee using any computer or any means of electronic communication is also the property of The Diocese and remains the property of The Diocese.
- Information stored in The Diocese's computers and file servers, including without limitation, is the property of the Diocese and may not be distributed outside the Diocese in any form whatsoever without the written permission of the Diocesan Administrator or The Bishop.

- Violation of any of the provisions of this policy, whether intentional or not, will subject Diocese employees to disciplinary action, up to and including termination.

## **Monitoring of Diocese Property**

The Diocese reserves the right to inspect all Diocese property to ensure compliance with its rules and regulations, without notice to the employee and at any time, not necessarily in the employee's presence. The Diocese computers and all electronic communications and electronic information are subject to monitoring and no one should expect privacy regarding such use.

The Diocese reserves the right to access, review and monitor electronic files, information, messages, text messages, e-mail, internet history, browser-based webmail systems and other digital archives and to access, review and monitor the use of computers, software, and electronic communications to ensure that no misuse or violation of Diocese policy or any law occurs. E-mail may be monitored by the Diocese and there is no expectation of privacy. Assume that e-mail may be accessed, forwarded, read or heard by someone other than the intended recipient, even if marked as "private."

Employee passwords may be used for purposes of security but the use of a password does not affect the Diocese's ownership of the electronic information or ability to monitor the information. The Diocese may override an employee's password for any reason.

Employees are not permitted to access the electronic communications of other employees or third parties unless directed to do so by The Diocese management.

## **Prohibited Use**

All existing Diocese policies apply to employee use of computers, electronic communications, electronic information, and the Internet. This includes policies that deal with misuse of Diocese assets or resources. It is a violation of The Diocese policy to use computers, electronic communications, electronic information, or the Internet, in a manner that: is discriminatory harassing or obscene; constitutes copyright or trademark infringement; violates software licensing rules; is illegal; or is against The Diocese policy. It is also a violation of policy to use computers, electronic communications, electronic information, or the Internet to communicate confidential or sensitive information or trade secrets.

The display of any kind of sexually explicit multimedia content, message, or document on any Diocese computer is a violation of the Diocese's policy against sexual harassment. This description of prohibited usage is not exhaustive and it is within the discretion of The Diocese to determine if there has been a violation of this policy. Employees that engage in prohibited use will be subject to discipline and/or immediate termination.

This policy is not intended to limit the ability of employees to discuss with other employees the terms and conditions of their employment, including such topics as wages, job performance, workload, supervisors, or staffing.

## **Computer and Internet Use**

The Diocese provides computers, electronic communications, electronic information and information technology resources, including the Internet, to its employees to help them do their job. No personal use of this Diocese property is permitted at any time. However, this policy is not intended to limit the ability of employees to use Diocese email systems to communicate with other employees regarding the terms and conditions of their employment, including such topics as wages, job performance, workload, supervisors or staffing.

## **Social Media**

The Diocese recognizes that many of its employees participate in one or more varieties of Internet-based social media. Examples of these are social networks such as Facebook, Myspace, Twitter, YouTube, and LinkedIn, as well as blogs, wikis, and related sites involving personal expression and social interaction. While all employees are welcome to participate in such social media, they must nevertheless recognize the potential for their personal expression to have any adverse effect upon the reputation of the Diocese, its employees, and the Anglican Church.

Use of Internet based programs such as Facebook, Linked In, and Twitter (this is not meant to be an exhaustive list) may be used in furtherance of Diocese goals. However, only authorized individuals are allowed to speak/write in the name of The Diocese using the social media tools of the Diocese. Your supervisor will authorize you in writing if you can use these Diocese social media tools to perform your job duties. Authorized individuals using the Diocese social media tools shall identify themselves honestly, accurately and completely and comply with all Diocese policies in using this media.

Employees may not utilize Diocese information technology resources to create, post, or otherwise access online social media for personal use.

Employees can use their own personal devices to engage in social media during non-working times, such as breaks and meal periods; however, all other Diocese policies against inappropriate usage, including the Diocese's no tolerance for discrimination, harassment or retaliation in the workplace, and protection of confidential and trade secret information apply.

With regard to any material published or posted on any social media by employees, even on their personal time, the following guidelines apply:

- While the Diocese has no desire or intent to monitor or censor the personal social media activity of employees, some online actions can affect an employee's service with the Diocese. If it comes to light that an employee's postings (from any time

period) have the potential to be a source of scandal for the Diocese, because the content violates the Diocese standards of conduct set forth above, the employee will be subject to disciplinary action, up to and including discharge. In particular, the Diocese will not tolerate the posting of obscene, harassing, offensive, derogatory, or defamatory comments and images that discredits or causes embarrassment to the Diocese or the Anglican Church in North America, or to our affiliated organizations, or parishioners.

- If you identify yourself as an employee of the Diocese on social media, please make it clear that the views you express are yours alone and that they do not necessarily reflect the views of the Diocese. For example, if an employee publishes a blog, he or she should post the following notice, in a reasonable prominent place: “The views expressed on this site are solely my own and do not necessarily reflect the views of my employer.”
- Employees should be ethical and responsible participants in social media. Attempt to always be accurate and respectful in any postings. If you are moderating the content of others who post on your site, insist upon similar standards for those third parties.
- Employees should never disclose in social media any information gained as a result of employment with the Diocese. This includes, but is not limited to: any information that is confidential or proprietary to the Diocese; information that a third party has disclosed to the Diocese, including information related to any Diocese sacraments; and information concerning any legal matters or litigation in which the Diocese is involved.
- Employees may not reproduce any Diocese materials or logos without written permission. Please consult with the Bishop if you have questions about appropriateness of publishing any such Diocese materials on your site.

Employees who violate this policy may be subject to disciplinary action that may include termination.

## **Employee-owned Devices**

Employee’s own computers (including hand held devices) and electronic communications are not to be used during work time on the work premises. Employees may use personal devices during non-working times, such as breaks and meal periods; however, all other Diocese policies against inappropriate usage, including the Diocese's no tolerance for discrimination, harassment or retaliation in the workplace, apply.

## **Employer Property**

Employees may not divert Diocese property to their own personal use. This policy includes, but is not limited to, the personal use of Diocese’s name, logo, stationery, supplies, equipment, computers, telephones (including cellular telephones), fax machines, postage and postage meters, vehicles, office machines, or other property for personal purposes.

Official letterhead may not be used for personal correspondence nor may it be used by any individual to represent any policy, position or other statement purporting to reflect the opinions, policies or practices of the Diocese unless specifically authorized to do so.

Lockers, furniture, desks, computers, cell phones, data processing equipment/software, vehicles, and items not listed here are The Diocese's property and must be maintained according to Diocese rules and regulations. They must be kept clean and are to be used only for work-related purposes. The Diocese reserves the right to inspect all Diocese property including computer or phone data or messages to ensure compliance with its rules and regulations, without notice to the employee and at any time, not necessarily in the employee's presence. Prior authorization must be obtained before any Diocese property may be removed from the premises.

Diocese voice mail and/or electronic mail (e-mail) including texting, pagers and mobile email are to be used for business purposes. The Diocese reserves the right to monitor voice mail messages, and e-mail messages, and texts to ensure compliance with this rule, without notice to the employee and at any time, not necessarily in the employee's presence.

The Diocese may periodically need to assign and/or change "passwords" and personal codes for these communication technologies and related storage media and databases are to be used only for Diocese business and they remain the property of The Diocese.

The Diocese reserves the right to keep a record of all passwords and codes used and/or may be able to override any such password system. Messages on the Diocese voice-mail and email systems are subject to the same Diocese policies against discrimination and harassment as are any workplace communications. Offensive, harassing or discriminatory content in such messages will not be tolerated.

No personal locks may be used on Diocese-provided lockers unless the employee furnishes a copy of the key or the combination to the lock. Unauthorized use of a personal lock by an employee may result in losing the right to use a Diocese locker.

For security reasons, employees should not leave personal belongings of value in the workplace. Terminated employees should remove any personal items at the time they leave Diocesan property. Personal items left in the workplace are subject to disposal if not claimed at the time of an employee's termination.

## **Guests and Visitors**

Visits from friends and family are to be kept to a minimum, in order to preserve an appropriate work environment. It is extremely important that the impression left with The Diocese visitors is that of a professional organization with the highest standards of conduct.

Emergencies in which children must be in the office for an extended length of time are to be kept to an absolute minimum. The Diocese may not be used as a substitute for



regular child care of employees' children. On those occasions when children are present, they should not be allowed to disrupt others in the office.

Your child is your responsibility and must be under your direct supervision at all times. If a child is ill, you must present a doctor's note to your immediate supervisor indicating the child is not contagious. Under no circumstances may children provide work for the Diocese, unless the child is hired as an employee pursuant to Diocese policies.

If you wish to bring a minor child to work and prior notice is possible, request from your supervisor and complete the Guest and Visitors Request form, which will be reviewed by the Diocesan Administrator. You should also use the Guest and Visitors Request form if you wish to bring your pet to work.

The Diocese reserves its right in its sole discretion to deny such a request for reasons including, but not limited to, the requested guest or visitor has been disruptive in the past, there is a special event scheduled on the date(s) requested, or the work environment is not appropriate for the visitor or guest due to safety or other reasons.

## **Off-Duty Use of Facilities**

Employees are prohibited from remaining on The Diocese premises or making use of Diocese facilities while not on duty. Employees are expressly prohibited from using Diocese facilities, Diocese property, or Diocese equipment for personal use. This policy is not intended to limit the ability of employees to use the Diocese's email systems to communicate with other employees regarding the terms and conditions of their employment during non-working times, including such topics as wages, job performance, workload, supervisors or staffing.

## **Parking**

Employees may park their vehicles in designated areas, if space permits. If space is unavailable, employees must park in permissible public areas in the vicinity of The Diocese property.

Employees may not use parking areas specifically designated for customers, vendors, Diocese vehicles, or reserved for The Bishop or clergy members. The Diocese is not responsible for any loss or damage to employee vehicles or contents while parked on Diocese property.

Parking areas may be monitored with video or other surveillance for purposes of protecting Diocese property only. This surveillance system is in no way intended to provide employees with personal security.

# **CHAPTER VI**

## **Safety and Health**

## **Security**

The Diocese has developed guidelines to help maintain a secure workplace. Be aware of persons loitering for no apparent reason in parking areas, walkways, entrances and exits, and service areas. Report any suspicious persons or activities to security personnel. Secure your desk or office at the end of the day. When called away from your work area for an extended length of time, do not leave valuable and/or personal articles in or around your workstation that may be accessible. The security of facilities as well as the welfare of our employees depends upon the alertness and sensitivity of every individual to potential security risks. You should immediately notify your supervisor when unknown persons are acting in a suspicious manner in or around the facilities, or when keys, security passes, or identification badges are missing.

## **Health and Safety**

It is the policy of the Diocese to provide a safe workplace for its employees, however, all employees are responsible for their own safety, as well as that of others in the workplace. To help us maintain a safe workplace, everyone must be safety-conscious at all times. Report all work-related injuries or illnesses immediately to your supervisor or to the Diocesan Administrator. In compliance with California law, and to promote the concept of a safe workplace, The Diocese maintains an Injury and Illness Prevention Program. The Injury and Illness Prevention Program is available for review by employees and/or employee representatives in the Bishop's office.

The Diocese will furnish necessary equipment for employees performing work requiring personal protective equipment. All employees must obey every safety rule and must report any safety hazards they observe to their supervisor immediately. Failure to comply with safety regulations or reporting requirements can be a reason for dismissal.

In compliance with Proposition 65, The Diocese will inform employees of any known exposure to a chemical known to cause cancer or reproductive toxicity.

## **Workplace Violence**

The Diocese is firmly committed to the safety of its employees and to providing a workplace that is free from acts of violence or threats of violence. Although some kinds of violence result from societal problems that are beyond its control, the Diocese believes that measures can be adopted to increase protection for employees and to provide a secure workplace.

The Diocese has adopted the following workplace violence policy to ensure a safe working environment for all employees.

The Diocese has zero tolerance for acts of violence and threats of violence. Without exception, acts and threats of violence are not permitted. All such acts and threats, even those made in apparent jest, will be taken seriously, and will lead to discipline up to and including termination.

Possession of weapons on Diocese premises and at Diocese-sponsored events shall constitute a threat of violence.

It is every employee's responsibility to assist in establishing and maintaining a violence-free work environment. Therefore, each employee is expected and encouraged to report any incident which may be threatening to you or your co-workers or any event which you reasonably believe is threatening or violent.

You may report an incident to any supervisor or manager.

A threat includes, but is not limited to, any indication of intent to harm a person or damage Diocese property. Threats may be direct or indirect, and they may be communicated verbally or nonverbally. The following are examples of threats and acts that shall be considered violent - this list is in no way all-inclusive:

<b>Example</b>	<b>Type of Threat</b>
Saying, "Do you want to see your next birthday?"	Indirect
Writing, "Employees who kill their supervisors have the right idea."	Indirect
Saying, "I'm going to punch your lights out."	Direct
Making a hitting motion or obscene gesture	Nonverbal
Displaying weapons	Extreme
Stalking or otherwise forcing undue attention on someone, whether romantic or hostile	Extreme
Taking actions likely to cause bodily harm or property damage	Acts of violence

The Diocese's workplace violence program is described in detail in the Diocese's Illness and Injury Prevention Program (IIPP).

## **Ergonomics**

The Diocese is subject to Cal/OSHA ergonomics standards for minimizing workplace repetitive motion injuries. The Diocese will make necessary adjustments to reduce exposure to ergonomic hazards through modifications to equipment and processes and employee training.

The Diocese encourages safe and proper work procedures and requires all employees to follow safety instructions and guidelines.

The Diocese believes that reduction of ergonomic risk is instrumental in maintaining an environment of personal safety and well-being, and is essential to our business. We intend to provide appropriate resources to create a risk-free environment. If you have any questions about ergonomics, please contact the Diocesan Administrator.

## **Inclement Weather/Natural Disasters**

In the event of severe weather or a natural disaster that prevents employees from safely traveling to and from work, the following leave policies will apply:

- Inclement weather: If weather conditions prevent you from safely traveling to work, you must notify the Diocesan Administrator or Bishop by phone, if telephone service is functional, or by any other available means. Absences will be unpaid or will be deducted from accumulated vacation time.
- In the event of a natural disaster, the office will be closed if the building is damaged or highways leading to the office are damaged. For instructions on reporting to another location, contact the office immediately, if possible.

## **Recreational Activities and Programs**

The Diocese or its insurer will not be liable for payment of workers' compensation benefits for any injury that arises out of an employee's voluntary participation in any off-duty recreational, social, or athletic activity that is not part of the employee's work-related duties.

# **CHAPTER VII**

## **Benefits**

## **Benefits Overview**

The Diocese is committed to providing the following benefits for eligible employees. Benefit eligibility may be dependent upon your employee classification (full-time versus part-time, for example) and on length of continuous employment at The Diocese. Benefit eligibility requirements may also be imposed by the plans themselves.

Upon becoming eligible for certain employee benefit plans, you will receive Summary Plan Descriptions which describe the benefits in greater detail. For information regarding employee benefits and to answer any questions you may have contact the Diocesan Bookkeeper or Diocesan Administrator.

The Diocese reserves the right to modify, amend or terminate benefits and to modify or amend benefit eligibility requirements at any time and for any reason, subject to any legal restrictions.

The Diocese offers the following employee benefits:

- Pension (Bishop Only)
- Paid Sick Leave
- Paid Vacation
- Worker's Compensation
- Paid Holidays

## **Lactation Policy**

The Diocese accommodates lactating employees by providing a reasonable amount of break time to any employee who desires to express breast milk for an employee's child, subject to exception allowed under applicable law. The break time shall, if possible, run concurrently with any break time already provided to the employee. Any break time provided to express breast milk that does not run concurrently with break time already provided to the employee shall be unpaid.

We will make reasonable efforts to provide employees who need a lactation accommodation with the use of a room or other private location that is located close to the employee's work area. Employees with private offices will be required to use their offices to express breast milk.

Employees who desire lactation accommodations should contact the Diocesan Administrator or the Bishop to request accommodations.

Discrimination on the basis of sex includes discrimination based on breastfeeding and related medical conditions, and is unlawful.

## **External Employee Education**

Some employees may need to attend training programs, seminars, conferences, lectures, meetings, or other outside activities for the benefit of The Diocese or the individual employees. Attendance at such activities, whether required by the Diocese or requested by individual employees, requires the written approval of the general manager. To obtain approval, any employee wishing to attend an activity must submit a written request detailing all relevant information, including date, hours, location, cost, expenses, and the nature, purpose, and justification for attendance.

Attendance at any such event is subject to the following policies on reimbursement and compensation. For attendance at events required or authorized by the Diocese, customary and reasonable expenses will be reimbursed upon submission of proper receipts. Acceptable expenses generally include registration fees, materials, meals, transportation, and parking.

Reimbursement policies regarding these expenses should be discussed with the Diocesan Administrator in advance.

Employee attendance at authorized outside activities will be considered hours worked for non-exempt employees and will be compensated in accordance with normal payroll practices.

This policy does not apply to an employee's voluntary attendance, outside of normal working hours, at formal or informal educational sessions, even if such sessions generally may lead to improved job performance. While The Diocese generally encourages all employees to improve their knowledge, job skills, and promotional qualifications, such activities do not qualify for reimbursement or compensation under this policy unless prior written approval is obtained as described previously.

## **Holidays**

Annually, The Diocese observes the following paid holidays to regular employees:

- New Year's Day
- Presidents' Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day and the Friday after
- Christmas Day

In addition to the paid holidays listed above, the Bishop may decide, in a particular year, to provide additional paid holidays/days off, to be designated at his sole discretion. A



decision to provide additional paid holidays in a particular year, however, does not obligate the Diocese to provide those same paid holidays in any following year.

When a holiday falls on a Saturday or Sunday, it is usually observed on the preceding Friday or the following Monday. However, The Diocese may grant another day off in lieu of closing. Holiday observance will be announced in advance.

Each non-exempt employee's eligibility for holiday pay begins after completion of his or her trial period. To be eligible for holiday pay, you must be regularly scheduled to work on the day on which the holiday is observed and must work your regularly scheduled working days immediately preceding and immediately following the holiday, unless an absence on either day is approved in advance by your supervisor or the absence is otherwise protected by law. If you are required to work on a paid scheduled holiday, the employee will either be given another day off with pay at a mutually acceptable time or be paid the equivalent of one day's work in lieu of the time off.

Part time employees who work a regularly scheduled workweek with fixed days/hours of work are entitled to holiday pay in the amount of what their scheduled hours are on that day. For example, if a part time employee is regularly scheduled to work five hours each Monday, when a holiday falls on Monday that employee would receive five hours of wages at his or her regular rate of pay.

Temporary employees are not entitled to time off with pay.

## **Workers' Compensation**

The Diocese in accordance with state law, provides insurance coverage for employees in case of work-related injury. The workers' compensation benefits provided to injured employees may include:

- Medical care;
- Cash benefits to replace lost wages; and
- Assistance to help qualified injured employees return to suitable employment.
- To ensure that you receive any workers' compensation benefits to which you may be entitled, you will need to:
  - Immediately report any work-related injury to your supervisor;
  - Seek medical treatment and follow-up care if required;
  - Complete a written Employee's Claim for Workers' Compensation Benefits (DWC Form 1) and return it to the Diocesan Administrator or Diocesan Bookkeeper; and
  - Provide the Diocese with a certification from your health care provider regarding the need for workers' compensation disability leave, as well as your eventual ability to return to work from the leave.

Upon submission of a medical certification that an employee is able to return to work after a workers' compensation leave, the employee under most circumstances will be reinstated to his or her same position held at the time the leave began, or to an equivalent position, if available.

An employee returning from a workers' compensation leave has no greater right to reinstatement than if the employee had been continuously employed rather than on leave. For example, if the employee on workers' compensation leave would have been laid off had he or she not gone on leave, or if the employee's position has been eliminated or filled in order to avoid undermining the Diocese's ability to operate safely and efficiently during the leave, and no equivalent or comparable positions are available, then the employee would not be entitled to reinstatement.

An employee's return depends on his or her qualifications for any existing openings. If, after returning from a workers' compensation disability leave, an employee is unable to perform the essential functions of his or her job because of a physical or mental disability, the Diocese's obligations to the employee may include reasonable accommodation, as governed by the Americans with Disabilities Act.

Neither the Diocese nor its insurer will be liable for the payment of worker's compensation benefits for any injury that arises out of an employee's voluntary participation in any off-duty recreational, social, or athletic activity that is not part of the employee's work-related duties.

The law requires The Diocese to notify the workers' compensation insurance company of any concerns of false or fraudulent claims.

### **Diocese-Provided Physician**

The Diocese provides medical treatment for work-related injuries through a medical provider network, Church Mutual Insurance MPN, which the Diocese has chosen to provide medical care to injured employees because of their experience in treating work-related injuries.

# **CHAPTER VIII**

## **Termination**

## **Termination of Employment**

Employment with the Diocese is considered at-will, which means that either the employee or the Diocese may terminate the employment relationship at any time, with or without notice, for any reason. Some of the ways an employee's service with the Diocese can end are as follows:

### **Voluntary Resignation**

Voluntary resignation results when an employee voluntarily quits or resigns from his or her employment at The Diocese, or fails to report to work for three consecutively scheduled workdays without notice to, or approval by, his or her supervisor (unless the absence is protected by law).

Though an employee may resign at any time, with or without notice, the Diocese requests that exempt employees who voluntarily resign give at least one month's advance written notice of their intent, and specify the anticipated last work day. As much additional notice as possible is appreciated in order to assure adequate time to secure a qualified replacement. Non-exempt employees are asked to give at least two weeks advance notice prior to voluntary resignation.

All Diocese-owned property, including vehicles, keys, uniforms, identification badges, and credit cards, must be returned immediately upon termination of employment.

### **Involuntary Termination and Progressive Discipline**

Dismissal refers to termination of employment at the discretion of the Diocese, whether or not any formal system of discipline or warnings is utilized.

Violation of The Diocese's policies and rules may warrant disciplinary action. The Diocese has a system of progressive discipline that may include verbal warnings, written warnings, and suspension. The system is not formal, and The Diocese may, in its sole discretion, utilize whatever form of discipline is deemed appropriate under the circumstances, up to, and including, immediate termination of employment. The Diocese's policy of progressive discipline in no way limits or alters the at-will employment relationship.

Employees who are involuntarily terminated will receive any accrued vacation pay and reimbursement for any authorized accrued expenses.

### **Reductions in Force**

Under some circumstances, The Diocese may need to restructure or reduce its workforce. If restructuring our operations or reducing the number of employees

becomes necessary, the Diocese will attempt to provide advance notice, if possible, to help prepare affected individuals. If possible, employees subject to layoff will be informed of the nature of the layoff and the foreseeable duration of the layoff, whether short-term or indefinite.

In determining which employees will be subject to layoff, The Diocese will take into account, among other things, operation and requirements, the skill, productivity, ability, and past performance of those involved, and also, when feasible, the employee's length of service.

## **No Call / No Show**

An employee who fails to return to work in a timely fashion after an excused absence, leave, or time off, may be subject to disciplinary action, up to and including discharge. Any employee who is absent for three days without notification will be considered to have voluntarily resigned without notice as of the close of the third day.

## **Employee References**

All requests for references must be directed to the employee's supervisor or, if applicable, the Bishop. No other manager, supervisor, or employee is authorized to release references for current or former employees.

By policy, The Diocese discloses only the dates of employment and the title of the last position held of former employees. If you authorize the disclosure in writing, The Diocese also will inform prospective employers of the amount of salary or wage you last earned.

# **CHAPTER IX**

## **Leaves of Absence**

## Vacation

The Diocese recognizes the importance of vacation time in providing the opportunity for rest, recreation, and personal activities and so it provides paid vacation time to regular full-time and regular part-time employees.

### Vacation Accrual from First Day

Regular full-time and regular part-time employees accumulate vacation days on a monthly basis according to the following schedule:

Time in Service	Days per Month	Days per Year
0-2 Years	.833 days	10 days
3-6 Years	1.25 days	15 days
7+ Years	1.67 days	20 days

For regular part-time employees, a “day” is measured on a pro-rata basis, based on their regularly scheduled hours.

Active service commences with an employee's first day of work and continues thereafter unless broken by an absence without pay, a leave of absence, or termination of employment.

Temporary employees do not accrue paid vacation.

Vacation can accrue up to a maximum of four paid weeks (20 days), however, an employee must take no less than five (5) vacation days per year. Once the accrual maximum is reached, no additional vacation will be earned until accrued vacation time is used and the balance falls back below the 20 day cap. There is no retroactive grant of vacation compensation for the period of time the accrued vacation compensation was at the cap.

Employees become eligible to take accrued vacation after their 90 day introductory period is complete and as work schedules permit. Vacation time must be pre-approved by the employee's supervisor, taking into consideration the staffing needs of that particular time. The Diocese schedules determine permissible vacation periods, which employees may need to defer or otherwise adjust accordingly.

An employee whose employment terminates will be paid for any accrued unused vacation days as required by law, at the time of termination.

## **Sick Leave**

The Diocese recognizes that inability to work because of short-term illness or injury may cause economic hardship and it therefore provides sick pay to its employees.

Regular full-time employees are provided with twelve (12) days of sick pay at the beginning of each calendar year. Unused sick days can be rolled over to the following year, up to a maximum of 30 days total.

Regular part-time employees are provided with twelve (12) days of sick pay at the beginning of each calendar year, on a pro rata basis based on the number of regularly scheduled hours, up to a maximum of 30 days total.

Occasional part-time and Temporary employees will accrue sick pay at the rate of one (1) hour of paid sick leave for every thirty (30) hours worked, up to a maximum of forty-eight (48) hours.

Additional sick pay will not accrue beyond the 30-day or 48 day maximums, until some sick pay is used and the balance falls below the respective cap. Sick pay does not accrue during periods of unpaid leave.

Since sick pay is designed to assist employees who are temporarily required to miss work, the Diocese does not provide pay in lieu of unused sick pay, and unused sick pay is not payable upon termination of employment for any reason.

In case of sickness, employees should call their supervisor within one hour of the beginning of their work schedule or they may not receive sick pay for that day.

### **Verification from Healthcare Provider:**

If an employee misses work because of sickness, illness, injury, or disability, the Diocese may ask the employee to provide a satisfactory statement of a qualified health care provider, verifying that the injury or disability exists/existed and its beginning and ending dates. The statement may also be required to verify the employee's ability to return to work without presenting an immediate and significant risk to his or her own health or safety or the health or safety of others, and that the employee can safely perform all of the essential functions of his or her position, with or without reasonable accommodation, before being allowed to return to work.

If hospitalized or unable to work for more than seven calendar days for an illness or injury that is not work-related, an employee will be required to apply for State Disability Insurance (SDI) benefits, and will also be required to apply for an approved leave of absence (e.g., medical/family leave). Any sick pay time will be coordinated with state disability benefits so that total medical leave pay does not exceed regular pay. If an employee runs out of accrued sick pay, the employee may request to use any available accrued vacation pay.



## **Permissible Sick Pay Use:**

Sick pay may be used if the employee is sick or for the employee's medical and dental appointments. An employee may also use up to 50% of his or her accrued sick pay to address illnesses of his or her child, parent, or spouse. The use of sick pay benefits for such family members is subject to the same conditions as the use of sick pay benefits for an employee's own illness. Satisfactory verification of illness from a health care provider may be requested, and when such a request is made, submission of satisfactory proof of illness will be a condition of eligibility for sick pay benefits.

Absenteeism that is unexcused or excessive, or any other abuse of the sick pay policy, is grounds for disciplinary action, up to and including dismissal.

However, employees are not eligible to take paid sick time until they have worked for the Diocese for 90 days from their date of hire.

## **Qualifying Reasons for Paid Sick Leave**

Paid sick time can be used for the following reasons:

- Diagnosis, care or treatment of an existing health condition for an employee or covered family member, as defined below.
- Preventive care for an employee or an employee's covered family member.
- For certain, specified purposes when the employee is a victim of domestic violence, sexual assault or stalking.

For purposes of paid sick leave, a covered family member includes:

- A child defined as a biological, foster or adopted child; a stepchild; or a legal ward, regardless of the age or dependency status of the child. A "child" also may be someone for whom you have accepted the duties and responsibilities of raising, even if he or she is not your legal child.
- A "parent" defined as a biological, foster or adoptive parent; a stepparent; or a legal guardian of an employee or the employee's spouse or registered domestic partner. A parent may also be someone who accepted the duties and responsibilities of raising you when you were a minor child, even if he or she is not your legal parent.
- A spouse.
- A registered domestic partner.
- A grandparent.
- A grandchild.
- A sibling.

## **Use of Paid Sick Leave**

If the need for paid sick leave is foreseeable, employees shall provide advance oral or written notification to the Diocesan Administrator or the Bishop. If the need for paid

sick leave is not foreseeable, employees shall provide notice to the Diocesan Administrator or the Bishop as soon as practicable.

An employee's use of paid sick time may run concurrently with other leaves under local, state or federal law.

## **Bereavement Leave**

The Diocese grants leave of absence to employees in the event of the death of the employee's current spouse, child, parent, legal guardian, brother, sister, grandparent, or grandchild; or mother-, father-, sister-, brother-, son-, daughter-in-law, or step-parent, -child, -sibling, niece, nephew, aunt, uncle, foster child, or ward of the court.

An employee with such a death in the family may take up to 3 consecutive scheduled workdays off with pay with the approval of the Diocese. The employee's supervisor may approve additional unpaid time off.

## **Jury Duty and Witness Leave**

The Diocese encourages employees to serve on jury duty when called. Non-exempt regular full-time and regular part-time employees will be given time off without pay while on jury duty service. Exempt employees will receive full salary unless they are absent for a full week and perform no work.

You must notify your supervisor of the need for time off for jury duty as soon as a notice or summons from the court is received. A copy of the summons must be submitted to your supervisor and you may be requested to provide written verification from the court clerk of performance of jury service. If work time remains after any day of jury selection or jury duty, you will be expected to return to work for the remainder of your work schedule.

## **Fees Paid by the Court**

You may retain any mileage allowance or other fee paid by the court for jury services.

## **Time Off for Voting**

If an employee does not have sufficient time outside of working hours to vote in an official state-sanctioned election, the employee may take off enough working time to vote. Such time off shall be taken at the beginning or the end of the regular working shift, whichever allows for more free time, and the time taken off shall be combined with the voting time available outside of working hours to a maximum of two hours combined. Under these circumstances, an employee will be allowed a maximum of two hours of time off during an election day without loss of pay.

When possible, an employee requesting time off to vote shall give his or her supervisor at least two days' notice.

## **Military Leave**

Employees who wish to serve in the military and take military leave should contact the Diocesan Administrator for information about their rights before and after such leave. You are entitled to reinstatement upon completion of military service, provided you return or apply for reinstatement within the time allowed by law.

## **Military Spouse Leave**

Employees who work more than 20 hours per week and have a spouse in the Armed Forces, National Guard or Reserves who have been deployed during a period of military conflict are eligible for up to 10 unpaid days off when their spouse is on leave from (not returning from) military deployment.

Employees must request this leave in writing to the Diocesan Administrator or the Bishop within two business days of receiving official notice that their spouse will be on leave. Employees requesting this leave are required to attach to the leave request written documentation certifying the spouse will be on leave from deployment.

## **Victims of Crime Leave**

An employee who is themselves a victim or who is the family member of a victim of certain serious crimes may take time off from work to attend judicial proceedings related to the crime or to attend proceedings involving rights of the victim. "Serious Crime" means a violent felony, a serious felony, or a felony prohibiting theft or embezzlement.

A family member of a crime victim may be eligible to take this leave if he/she is the crime victim's spouse, parent, child, sibling, step-parent, step-child, or step-sibling. Other family members may also be covered depending on the purpose of the leave.

The absence from work must be in order to attend judicial proceedings or proceedings involving rights of the victim. Only certain crimes are covered. You must provide reasonable advance notice of your need for leave, and documentation related to the proceeding may be required. If advance notice is not possible, you must provide appropriate documentation within a reasonable time after the absence.

Any absence from work to attend judicial proceedings or proceedings involving victim rights will be unpaid, unless you choose to take paid time off and have available time to use.

For more information regarding this leave (including whether you are covered, when and what type of documentation is required, and which type of paid time off can be used), please contact a Diocese representative with day-to-day personnel responsibilities.

## **Domestic Violence, Sexual Assault or Stalking Leave and Accommodation**

Employees who are victims of domestic violence, sexual assault and stalking are eligible for unpaid leave. Although the leave is generally unpaid, employees can use their paid sick time under California's Healthy Workplaces, Healthy Families Act for the purposes described below.

You may request leave if you are involved in a judicial action, such as obtaining restraining orders, or appearing in court to obtain relief to ensure your health, safety or welfare, or that of your child. Please provide reasonable advance notice of the need for leave unless advance notice is not feasible.

Employees who are victims of domestic violence, sexual assault or stalking and need a reasonable accommodation for their safety at work should contact a Diocese representative with day-to-day personnel responsibilities and discuss the need for an accommodation. If you are requesting such a reasonable accommodation, you will need to submit a written statement signed by you, or by an individual acting on your behalf, certifying that the accommodation is for the purpose of your safety at work.

For reasonable accommodation requests, the Diocese will also require certification demonstrating that you are the victim of domestic violence, sexual assault or stalking. Any of the forms of certification described above for leave purposes will suffice. The Diocese may request recertification every six months from the date of the previous certification. You should notify the Diocese if an approved accommodation is no longer needed.

The Diocese will engage in an interactive process with the employee to identify possible accommodations, if any, which are effective and will make reasonable accommodations unless an undue hardship will result.

The Diocese will, to the extent allowed by law, maintain the confidentiality of an employee requesting leave or accommodation under these provisions.

## **Domestic Violence, Sexual Assault or Stalking Leave for Treatment**

Employees who are victims of domestic violence, sexual assault or stalking are eligible for unpaid leave. Although the leave is generally unpaid, employees can use their paid

sick time under California's Healthy Workplaces, Healthy Families Act for the purposes described below.

You may request leave for any of the following purposes:

- To seek medical attention for injuries caused by domestic violence, sexual assault or stalking;
- To obtain services from a domestic violence shelter, program or rape crisis center as a result of domestic violence, sexual assault or stalking;
- To obtain psychological counseling related to experiencing domestic violence, sexual assault or stalking;
- To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault or stalking including temporary or permanent relocation.

Please provide reasonable advance notice of the need for leave unless advance notice is not feasible.

The Diocese will, to the extent allowed by law, maintain the confidentiality of an employee requesting leave under this provision.

## **School Appearances Involving Suspension**

If an employee who is the parent or guardian of a child facing suspension from school is summoned to the school to discuss the matter, the employee should alert his or her supervisor as soon as possible before leaving work. Any time requested for this purpose will be unpaid. In agreement with California Labor Code Section 230.7, no discriminatory action will be taken against an employee who takes time off for this purpose.

## **School and Child Care Activities Leave**

Employees are encouraged to participate in the school or child care activities of their child(ren). The absence is subject to all of the following conditions:

- Time off under this policy can only be used by parents, guardians, grandparents, step-parents, foster parents or a person who stands in loco parentis to one or more children of the age to attend kindergarten through grade 12 or a licensed child care provider;
- The amount of time off for school or child care activities described below cannot exceed total of 40 hours each year;
- Covered employees can use the time off to find, enroll or reenroll a child in a school or with a licensed child care provider or to participate in activities of the child's school or licensed child care provider. The time off for these purposes

cannot exceed eight hours in any calendar month. Employees planning to take time off for these purposes must provide reasonable advance notice to their supervisor;

- Covered employees can also use time off to address a "child care provider or school emergency" if the employee gives notice to the employer. A child care provider or school emergency means that the employee's child cannot remain in a school or with a child care provider due to one of the following:
  - The school or child care provider has requested that the child be picked up, or has an attendance policy (excluding planned holidays) that prohibits the child from attending or requires the child to be picked up from the school or child care provider;
  - Behavioral or discipline problems;
  - Closure or unexpected unavailability of the school or child care provider, excluding planned holidays; or
  - A natural disaster, including, but not limited to, fire, earthquake or flood.
- Employees must provide their supervisor with documentation from the school or licensed child care provider verifying that they were engaged in these child related activities on the day and time of the absence;
- If more than one parent is employed by The Diocese, the first employee to request such leave will receive the time off. Another parent will receive the time off only if the leave is approved by his or her supervisor;
- Employees must use vacation leave in order to receive compensation for this time off; and
- Employees who do not have paid time off available will take the time off without pay.

## **Volunteer Civil Service Personnel**

No employee shall be disciplined for taking time off to perform emergency duty as a volunteer firefighter, peace officer, or emergency rescue personnel. Employees who perform emergency duty as a volunteer firefighter, reserve peace officer, or emergency rescue personnel may also take up to a total of fourteen days unpaid leave time per calendar year to engage in required fire, law enforcement or emergency rescue training. Please alert your supervisor that you may have to take time off for emergency duty or emergency duty training. When taking time off for emergency duty, please alert your supervisor before doing so when possible, with as much advance notice as possible.

## **Pregnancy Disability Leave**

If you are pregnant, have a related medical condition, or are recovering from childbirth, please review this policy. Any employee planning to take pregnancy disability leave should advise the Diocesan Administrator or the Bishop as early as possible. The

individual should make an appointment with the personnel manager to discuss the following conditions:

- Duration of pregnancy disability leave will be determined by the advice of the employee's physician, but employees disabled by pregnancy may take up to four months of leave per pregnancy (the working days you normally would work in one-third of a year or 17 1/3 weeks). Part-time employees are entitled to leave on a pro rata basis. The four months of leave includes any period of time for actual disability caused by the employee's pregnancy, childbirth, or related medical condition. This includes leave for severe morning sickness and for prenatal care, doctor-ordered bed rest, as well as other reasons. Your healthcare provider determines how much time you need for your disability.
- The Diocese will also reasonably accommodate medical needs related to pregnancy, childbirth, or related conditions or temporarily transfer you to a less strenuous or hazardous position (where one is available) or duties if medically needed because of your pregnancy.
- Employees who need to take pregnancy disability must inform The Diocese when a leave is expected to begin and how long it will likely last. If the need for a leave, reasonable accommodation, or transfer is foreseeable (such as the expected birth of a child or a planned medical treatment for yourself), employees must provide at least 30 days advance notice before the pregnancy disability leave or transfer is to begin. Employees must consult with the personnel manager regarding the scheduling of any planned medical treatment or supervision in order to minimize disruption to the operations of the Diocese. Any such scheduling is subject to the approval of the employee's health care provider;
- For emergencies or events that are unforeseeable, we need you to notify the Diocese, at least verbally, as soon as practical after you learn of the need for the leave.
- Failure to comply with these notice requirements may result in delay of leave, reasonable accommodation, or transfer;
- Pregnancy leave usually begins when ordered by the employee's physician. The employee must provide The Diocese with a written certification from a health care provider for need of PDL, reasonable accommodation or transfer. The certification must be returned no later than 15 calendar days after it is requested by the Diocese. Failure to do so may, in some circumstances, delay PDL leave, reasonable accommodation or transfer. Please see the personnel department for a medical certification form to give to your health provider.
- Leave returns will be allowed only when the employee's physician sends a release;
- An employee will be required to use accrued sick time (if otherwise eligible to take the time) during a pregnancy disability leave. An employee will be allowed to use accrued vacation (if otherwise eligible to take the time) during a pregnancy disability leave; and;

- Leave does not need to be taken in one continuous period of time and may be taken intermittently, as needed.

If intermittent leave or leave on a reduced work schedule is medically advisable the employee may, in some instances, be required to transfer temporarily to an available alternative position that meets the employee's needs. The alternative position need not consist of equivalent duties, but must have the equivalent rate of pay and benefits. The employee must be qualified for the position. The position must better accommodate the employee's leave requirements than her regular job. Transfer to an alternative position can include altering an existing job to better accommodate the employee's need for intermittent leave or a reduced work schedule.

Upon submission of a medical certification that an employee is able to return to work from a pregnancy disability leave, an employee will be reinstated to her same position held at the time the leave began or, in certain instances, to a comparable position, if available. There are limited exceptions to this policy. An employee returning from a pregnancy disability leave has no greater right to reinstatement than if the employee had been continuously employed.

Employees on pregnancy disability leave will be allowed to continue to participate in group health insurance coverage for up to a maximum of four months of disability leave (if such insurance was provided before the leave was taken) at the level and under the conditions that coverage would have been provided if the employee had continued in employment continuously for the duration of the leave. In some instances, an employer can recover from an employee premiums paid to maintain health coverage if the employee fails to return following pregnancy disability leave. PDL may impact other benefits or a seniority date. Please contact the personnel department for more information.

## **Extended Medical Leave**

A medical leave of absence may be granted for non-work-related medical disabilities (other than pregnancy, childbirth, and related medical conditions) with a doctor's written certificate of disability. Extended disability leaves will also be considered on a case-by-case basis, consistent with the Diocese's obligations under federal and state disability laws.

Employees should request any leave in writing as far in advance as possible. If you are granted a medical leave, The Diocese will pay you sick pay for the period of time equivalent to your accumulated sick pay earned. You also may use any paid vacation time previously accrued.

A medical leave begins on the first day your doctor certifies that you are unable to work, and ends when your doctor certifies that you are able to return to work. Your supervisor will supply you with a form for your doctor to complete, showing the date you were



disabled and the estimated date you will be able to return to work. An employee returning from a medical disability leave must present a doctor's certificate declaring fitness to return to work.

If returning from a non-work-related medical leave, you will be offered the same position you held at the time your leave began, if available. If your former position is not available, a comparable position will be offered. If neither the same nor a comparable position is available, your return to work will depend on job openings existing at the time of your scheduled return. The Diocese makes no guarantees of reinstatement, and your return will depend on your qualifications for existing openings.

California workers' compensation laws govern work-related injuries and illnesses. California pregnancy disability laws govern leaves taken because of pregnancy, childbirth, and related medical conditions. An employee that needs reasonable accommodations should contact a Diocese representative with day-to-day personnel responsibilities and discuss the need for an accommodation.

## **Administrative Leave**

An employee may be placed on paid administrative leave if there is reason to believe he or she has been involved in, and to permit further investigation into the circumstances of, conduct or activities that violate the policies of the Diocese. Placement of an employee on administrative leave will generally be made in the sole discretion of the Bishop.

# **CHAPTER X**

## **Employee Conduct**

## **Business Conduct and Ethics**

No employee may accept a gift or gratuity from any customer, vendor, supplier, or other person doing business with The Diocese because doing so may give the appearance of influencing Diocesan decisions, or is a conflict of interest. Please discuss expenses paid by such persons for business meals or trips with the Diocese in advance.

## **Conducting Personal Business**

Employees are to conduct only Diocese business while at work. Employees may not conduct personal business or business for another employer during their scheduled working hours without expressed permission from their supervisor.

## **Confidential Information**

**Each employee is responsible for safeguarding the confidential information obtained during employment.**

Some aspects of the work of the Diocese, such as sacramental matters, private correspondence and contributions, and the nature of relationships with businesses and benefactors, are confidential. Employees should not discuss these matters outside the office without authorization from those responsible for this information.

By virtue of their work, Diocesan employees may also have access to personal information of employees, parishioners, students, volunteers, or other individuals, including social security numbers, personnel information, and salary matters. All such personal information, must be maintained in strict confidentiality.

Access to, or disclosure of, confidential information should be on a "need-to-know" basis and must be authorized by your supervisor. Any breach of this policy will not be tolerated and legal action may be taken by the Diocese.

This policy does not prohibit employees from confidentially disclosing trade secret, proprietary or confidential information to federal, state and local government officials, or to an attorney, when done to report or investigate a suspected violation of the law. Employees may also disclose the information in certain court proceedings if specific procedures to protect the information are followed. Nothing in this policy is intended to conflict with 18 U.S.C. sec. 1833(b) or create liability for disclosures of trade secrets that are expressly allowed by 18 U.S.C. sec. 1833(b).

Failure to maintain confidentiality on any of these matters is grounds for discipline, up to and including termination.

## Conflicts of Interest

All employees and independent contractors must avoid situations involving actual conflict of interest, and must not use their position with the Diocese for inappropriate personal advantage. Because of the ministerial mission of the Diocese, Diocesan employees must constantly bear in mind the importance of the highest standards of ethical and moral conduct. Employees must refrain from taking part in, or exerting influence in, any transaction in which their own interests may conflict with the best interests of the Diocese, as determined by the supervisor.

Examples of prohibited activities include, but are not limited to:

- Engaging in any other employment or personal activity during Diocese work hours or using Diocese supplies or equipment in other employment;
- Soliciting Diocesan employees or business associates to purchase goods or services of any kind for non-Diocese purposes or to make contributions to any non-Diocese organization, unless the Bishop has granted written approval in advance;
- Having a direct or indirect financial relationship with suppliers or vendors who solicit business with or are engaged in a business relationship with the Diocese;
- Engaging in offers, exchanges, solicitations or acceptance of payments, gifts or other considerations in any form, directly or indirectly, other than those which have to do with the normal course of business and which follow open, legal and authorized procedures with any person, firm or institution; and
- Rejecting, accepting and/or exerting influence connected to payment, gifts, credits or favors in any form (e.g. vacations, expenses, loan endorsements, consultant fees), directly or indirectly by or to the employer or independent contractors. The term “indirect” includes the offering or acceptance of such favors by a relative, associate or anyone acting on behalf of the employee or an independent contractor or by business entities acting for any of the aforementioned.

Personal or romantic involvement with a competitor, supplier, or subordinate employee of The Diocese, which impairs an employee's ability to exercise good judgment on behalf of the Diocese, can create an actual conflict of interest. Supervisor-subordinate romantic or personal relationships also can lead to supervisory problems, possible claims of sexual harassment, and morale problems.

An employee involved in any of the types of relationships or situations described in this policy should immediately and fully disclose the relevant circumstances to his or her immediate supervisor, or any other appropriate supervisor, for a determination about whether an actual conflict exists. If an actual conflict is determined, The Diocese may take whatever corrective action appears appropriate according to the circumstances. Failure to disclose facts shall constitute grounds for disciplinary action.

## **Drug and Alcohol Abuse**

The Diocese is concerned about the use of alcohol, marijuana, illegal drugs or controlled substances as it affects the workplace. Use of these substances, whether on or off the job can detract from an employee's work performance, efficiency, safety, and health, and seriously impair Diocese operations. In addition, the use or possession of these substances on the job constitutes a potential danger to the welfare and safety of other employees and exposes the Diocese to the risks of property loss or damage, or injury to other persons.

The following rules and standards of conduct apply to all employees while on Diocese property, at work, or working on Diocese business. The following are strictly prohibited by Diocese policy:

- Being under the influence of, or impaired by, an illegal or controlled substance, alcohol or marijuana while on the job.
- Using or possessing illegal or controlled substances, alcohol or marijuana while on the job (including the illegal use of prescription drugs and possessing drug paraphernalia)
- Distributing, selling, or purchasing of an illegal or controlled substance, alcohol or marijuana while on the job.

Violation of these rules and standards of conduct will not be tolerated. The Diocese also may bring the matter to the attention of appropriate law enforcement authorities.

In order to enforce this policy, The Diocese reserves the right to conduct searches of Diocese property or employees and/or their personal property, and to implement other measures necessary to deter and detect abuse of this policy.

An employee's conviction on a charge of illegal sale or possession of any controlled substance while off Diocese property will not be tolerated because such conduct, even though off duty, reflects adversely on The Diocese. In addition, the Diocese must keep people who sell or possess controlled substances off Diocese premises in order to keep the controlled substances themselves off the premises.

The Diocese will encourage and reasonably accommodate employees with alcohol, marijuana or drug dependencies to seek treatment and/or rehabilitation. Employees desiring such assistance should request a treatment or rehabilitation leave. The Diocese is not obligated, however, to continue to employ any person whose performance of essential job duties is impaired because of drug, alcohol or marijuana use. Additionally, employees who are given the opportunity to seek treatment and/or rehabilitation, but fail to successfully overcome their dependency or problem, will not automatically be reemployed or be given a second opportunity to seek treatment and/or rehabilitation. This policy on treatment and rehabilitation is not intended to affect the Diocese's treatment of employees who violate the regulations described previously. Rather,

rehabilitation is an option for an employee who acknowledges a chemical dependency and voluntarily seeks treatment to end that dependency.

## **Dress Codes and Other Personal Standards**

The Diocese, in witnessing the Gospel to the world, requires that those acting and ministering in its name exhibit appropriate Christian modesty and cleanliness in their style of attire and grooming. Hence, all hair, including beards and mustaches on men, shall be neatly trimmed, groomed and clean. Additionally, employees should refrain from wearing excessive jewelry. Men and women may wear a wedding ring and one other ring (e.g. a class ring, etc.) Women may wear modest earrings. Employees are free to wear a cross, crucifix, or other item of modest religious jewelry in a visible manner. Other visible piercings on both men and women are not permitted to be displayed by employees while on Diocese property during working hours. Similarly, during working hours, where possible visible tattoos should also be covered while an employee is on Diocese property during working hours. Suggestive or immodest attire, including items of clothing that are sexually suggestive or immodest, on men and women is similarly not permitted to be worn during working hours.

Employees are expected to wear clothing appropriate for the nature of our business and the type of work performed. Clothing should be neat, clean and tasteful. Avoid clothing that can create a safety hazard. Employees who report to work inappropriately dressed may be asked to clock out and return in acceptable attire.

## **News Media Contacts**

Employees may be approached for interviews or comments by the news media. Only contact people designated by the Bishop may comment to news reporters on The Diocese policy or events relevant to The Diocese.

## **Off-Duty Conduct**

While The Diocese does not seek to interfere with the off-duty and personal conduct of its employees, certain types of off-duty conduct may interfere with the Diocese's legitimate business interests.

Off-duty conduct by an employee that directly conflicts with the Diocese's essential business interests and disrupts business operations will not be tolerated.

## **Political Activity**

Many employees participate in political activities on their own time. Diocese time, facilities, property or equipment (including all computers, networks, and electronic equipment) must not be used for an employee's outside political activities. The Diocese will not reimburse any employee for political contributions, and employees should not attempt to receive or facilitate such reimbursements.

Absent a formal statement by The Diocese announcing any political endorsements, employees must not, through their own actions, speech, contributions, or written communication, mislead others to believe that The Diocese officially endorses or opposes any candidates for political office that The Diocese itself has not publicly announced. Diocese employees are entitled to their own personal position.

The Diocese will not discriminate against employees based on their lawful political activity engaged in outside of work.

## **Prohibited Conduct**

Employees are expected to conduct themselves in a manner to further the Diocese's objectives. The following conduct is prohibited and will not be tolerated by The Diocese. This list of prohibited conduct is illustrative only; other types of conduct that threaten security, personal safety, employee welfare and Diocese operations also may be prohibited and will result in disciplinary action up to and including termination.

- Falsifying employment records, employment information, or other Diocese records;
- Inefficient or careless performance of job responsibilities or inability to perform job duties satisfactorily;
- Recording the work time of another employee or allowing any other employee to record your work time, or falsifying any time card, either your own or another employee's;
- Theft and deliberate or careless damage or destruction of any Diocese property, or the property of any employee or customer;
- Removing or borrowing Diocese property without prior authorization;
- Unauthorized use or misuse of Diocese equipment, time, materials, or facilities;
- Provoking a fight or fighting during working hours or on Diocese property;
- Participating in horseplay or practical jokes on Diocese time or on Diocese premises;
- Carrying firearms or any other dangerous weapons on Diocese premises at any time;
- Engaging in criminal conduct whether or not related to job performance;
- Causing, creating or participating in a disruption of any kind during working hours on Diocese property;

- Insubordination, including but not limited to failure or refusal to obey the orders or instructions of a supervisor or member of management, or the use of abusive or threatening language toward a supervisor or member of management;
- Using abusive, threatening or intimidating language at any time on Diocese premises;
- Violation of Diocese punctuality and attendance policies. Absences protected by state or federal law do not count as violations of this policy. Protected paid sick time under California law does not count as a violation of this policy;
- Failing to obtain permission to leave work for any reason during normal working hours, not including meal periods;
- Failing to observe working schedules, including rest and lunch periods;
- Sleeping or malingering on the job;
- Making or accepting personal telephone calls, including cell phone calls, of more than three minutes in duration during working hours, except in cases of emergency or extreme circumstances;
- Working overtime without authorization or refusing to work assigned overtime;
- Violation of dress standards;
- Violating any safety, health, security or Diocese policy, rule, procedure or violation of the Diocese's drug and alcohol policy;
- Committing a fraudulent act or a breach of trust under any circumstances;
- Violating the Diocese's anti-harassment or equal employment opportunity policies; and
- Failing to promptly report work-related injury or illness.

This statement of prohibited conduct does not alter the Diocese's policy of at-will employment. Either you or The Diocese remain free to terminate the employment relationship at any time, with or without reason or advance notice.

## **Prohibited Use of Diocese Cell Phone While Driving**

In the interest of the safety of our employees and other drivers, The Diocese employees are prohibited from using cell phones (including all smart phones) or other wireless communication devices (including laptops) while driving on Diocese business and/or Diocese time. This prohibition includes any use of the cell phone or other wireless communications device, such as answering or placing calls, engaging in conversations, texting, Web browsing or using any smart phone application while driving.

If your job requires that you keep your cell phone or other wireless communication device turned on while you are driving, you must use a hands-free, voice-operated device at all times. Under no circumstances should employees place phone calls while operating a motor vehicle while driving on Diocese business and/or Diocese time. Violating this policy is a violation of law and a violation of Diocese rules.



## **Employees under Age 18**

A person under the age of 18 years is prohibited from driving a motor vehicle while using a wireless telephone, even if equipped with a hands-free device, or while using a mobile service device. The prohibition would not apply to such a person using a wireless telephone or a mobile service device for emergency purposes. Violating this policy is a violation of law and a violation of Diocese rules.

Writing, sending, or reading text-based communication - including text messaging, instant messaging, e-mail, web browsing and use of smart phone applications - on a wireless device or cell phone while driving is also prohibited under this policy. Violating this policy is a violation of law and a violation of Diocese rules.

You must also safely pull off the road before conducting Diocese business.

## **Punctuality and Attendance**

As an employee of The Diocese, you are expected to be punctual and regular in attendance. Any tardiness or absence causes problems for your fellow employees and your supervisor. When you are absent, your assigned work must be performed by others.

Employees are expected to report to work as scheduled, on time, and prepared to start work. Employees also are expected to remain at work for their entire work schedule, except for meal periods or when required to leave on authorized Diocese business. Late arrivals, early departures or other unanticipated and unapproved absences from scheduled hours are disruptive and must be avoided.

If you are unable to report for work on any particular day, you must provide reasonable advance notice to your supervisor before the time you are scheduled to begin working for that day. You must inform your supervisor of the expected duration of any absence. If you fail to provide reasonable advance notice before your scheduled time to begin work and do not arrive in time for your assigned shift, you will be considered tardy for that day. If the circumstances for your tardiness or absence were unforeseen, inform your supervisor as soon as possible of the reason for the tardiness or absenteeism.

Excessive absenteeism or tardiness, providing false information or abuse of leave laws will not be tolerated. Generally, if you fail to report for work without any notification to your supervisor and your absence continues for a period of 3 days, The Diocese will consider that you have voluntarily abandoned or quit your employment.

**Absences protected by local, state and federal law do not count as a violation of the punctuality and attendance policy. Paid sick time protected under California law does not count as a violation of this policy.**

# **Confirmation of Receipt**

## **ACKNOWLEDGMENT OF RECEIPT OF HANDBOOK**

I, \_\_\_\_\_, acknowledge receipt of the Anglican Diocese of San Joaquin Personnel Handbook, by initialing the following provisions and signing the general acknowledgment set forth below:

\_\_\_\_\_ I have received my copy of the Personnel Handbook. I understand and agree that it is my responsibility to read and familiarize myself with the policies and procedures contained in the Handbook and to follow them at all times during my employment with the Diocese.

\_\_\_\_\_ I understand and agree that no clergy, supervisor, or other representative of the Diocese has authority to enter into any agreement, express or implied, for employment for any specific period of time, or to make any agreement for employment other than at-will and that only the Bishop has the authority to make any such agreement and then only in writing signed by the Bishop.

\_\_\_\_\_ I understand and agree that nothing in the Handbook creates or is intended to create an express or implied contract of employment or promise or representation of continued employment. Rather, I understand that my employment is "at will." I understand that this means that nothing shall restrict my right to terminate my employment at any time and nothing shall restrict the right of the Diocese to terminate my employment at any time, with or without notice, with or without cause.

\_\_\_\_\_ I understand that although this Handbook does not create an express or implied contract of continued employment, it does govern my employment relationship with the Diocese and our respective rights and obligations, in particular as it relates to arbitration of any dispute that may arise out of my employment with the Diocese.

\_\_\_\_\_ I understand that except as limited by state or federal law, the Diocese reserves the right to change my hours, compensation rate, working conditions, job duties, position, title, and benefits, at any time, in its sole discretion.

\_\_\_\_\_ I understand that all the policies, rules, and regulations in this Handbook replace any previous policy statements, written or oral, that are different from or inconsistent with the policies contained herein.

\_\_\_\_\_ I understand that with the exception of employment-at-will status, the policies in this Handbook may be changed from time to time, and that in the event of a change, I will be provided with a copy of the Handbook revisions.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print employee's name

**End of ACKNOWLEDGMENT OF RECEIPT OF HANDBOOK**

## **ACKNOWLEDGEMENT OF DIOCESE POLICIES AS RELIGIOUS EMPLOYER**

Check one

\_\_\_\_\_ Anglican employees: I acknowledge, as an Anglican employee of the Diocese, that I am obligated to avoid engaging in or encouraging beliefs, relationships, or behaviors that are contrary to the moral and theological teachings of the Anglican Church in North America, and that I have a responsibility to maintain my status as a member of the Diocese in good standing. I understand that if I need to regularize my status with the Diocese in any way, I have the right to the pastoral assistance of the Diocese, and that I have the primary responsibility to seek such assistance, by contacting the Bishop.

\_\_\_\_\_ Non-Anglican employees: I acknowledge that, although I am not Anglican, and am not obligated to become Anglican as a condition of my employment, I nevertheless understand that the Diocese is a religious employer, and that its standards of conduct incorporate the religious teachings of the Anglican Church in North America. I understand, therefore, that my employment relationship with the Diocese may be affected if I engage in teaching, advocating, engaging in, or encouraging beliefs, relationships, or behaviors that are contrary to the moral and theological teachings of the Anglican Church in North America, or any other conduct that could be a source of scandal for the Diocese.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print employee's name

## **ANTIDISCRIMINATION / ANTI-HARASSMENT POLICY ACKNOWLEDGEMENT**

I acknowledge that I have read and understand the Diocese's Policy against Discrimination and Harassment, and I understand that the Diocese will not tolerate unlawful discrimination or harassment of any kind by any employee. It is a zero tolerance policy. I recognize that the only way the Diocese can achieve its goal of providing a work environment free of all unlawful discrimination and harassment is with the assistance of its employees. I understand that the Diocese and its employees must therefore be partners in the commitment to this policy.

I agree to comply with the Diocese's policies prohibiting unlawful harassment and discrimination and pledge that I will not violate the law or the Diocese's policy. I also promise to fulfill all of my responsibilities under the policy, including the responsibility to report any unlawful harassment immediately to my supervisor or to the Bishop. I will do all that I can to assist the Diocese to provide and maintain a workplace that is free of unlawful discrimination and harassment.

---

Employee's Signature

---

Date

---

Print employee's name

## **ELECTRONIC COMMUNICATIONS POLICY and ONLINE SOCIAL MEDIA POLICY ACKNOWLEDGEMENT**

I acknowledge that I have read and understand both the Electronic Communications Policy and the Online Social Media Policy for the Diocese.

I understand that all electronic communications and information technology systems in use in the Diocese, and all data entered, created, received, transmitted, or stored via these systems, are the property of the Diocese. I also understand that these systems are to be used for job-related purposes and are not to be abused for personal purposes, and that I have no expectation of privacy in connection with the use of these systems or with the creation, transmission, receipt, or storage of data via these systems.

I further understand that participation in online social media for personal purposes is not permitted on the job, or on Diocese-provided information technology systems. I acknowledge that social media content posted by me on my own personal time, on my own personal computer can, in some circumstances, violate the Diocese's standards of employee conduct, and might subject me to workplace discipline. As with electronic communications and information technology systems, I understand that any social media activity by me during the workday, or on Diocese information technology systems, may be monitored by the Diocese, and I have no expectation of privacy concerning such activity.

I agree to comply with the Diocese's Electronic Communications Policy and Online Social Media Policy, and I acknowledge and consent to the Diocese monitoring my use of information technology systems made available for my use, at any time at its discretion, including, but not limited to, accessing, reading, and printing all data entered, created, received, transmitted, or stored via these systems.

---

Employee's Signature

---

Date

---

Print employee's name

## **AGREEMENT REGARDING ARBITRATION OF DISPUTES**

1. Parties: The parties to this Agreement are the Anglican Diocese of Joaquin, a non-profit religious corporation (“the Diocese”) and the individual whose name appears below (“you” or “your”). References to the Diocese include references to its officers, employees, and agents, as well as its benefit plans and the entities that administer them, and successors and assigns of such entities.
  
2. Agreement to Arbitrate: The parties understand and agree that the Diocese has implemented a Dispute Resolution Policy, and that the principles in that policy are the general procedures for resolving all workplace disputes. In the event that any dispute cannot be resolved under the Dispute Resolution Policy, and proceeds to civil litigation, that dispute shall be submitted for resolution exclusively through arbitration by an arbitrator mutually acceptable to you and the Diocese, instead of through trial by court or jury. In the absence of any written agreement between the parties to the contrary, any arbitration hearing pursuant to this Agreement shall be held in Stockton, California.
  
3. Scope of Agreement: “Dispute,” for purposes of this Agreement, includes all state or federal claims of a legal or equitable nature that you may have against the Diocese, or that the Diocese may have against you, such as claims for breach of contract (express or implied), breach of covenant of good faith and fair dealing, wrongful termination in violation of public policy, retaliatory discharge, discrimination, unlawful harassment, denial of leave, intentional and negligent infliction of emotional distress, fraud and deceit, negligent misrepresentation, libel, slander and invasion of privacy, assault, battery and false imprisonment, conversion, intentional interference with contract, interference with prospective economic advantage, malicious prosecution and abuse of process, breach of fiduciary duty, or wage and hour claims under the California Labor Code.
  
4. Disputes With Third Parties: Without limiting the foregoing provisions, this Agreement also applies to any dispute between you and any other person where (a) the Diocese is sought to be held vicariously or indirectly liable on account of the other person’s conduct or (b) the other person is subject to an arbitration agreement with the Diocese and the dispute relates to your employment by the Diocese or the termination of that employment.
  
5. Claims Not Covered: This Agreement does not apply to certain claims and disputes, as follows: (a) any claim for worker's compensation or unemployment



benefits; (b) a judicial action by either party for a temporary restraining order or a preliminary injunction pending arbitration; (c) any report to a law enforcement agency regarding conduct believed to be a crime; (d) disputes concerning employee benefit plans that are covered by ERISA; and (e) any other dispute that the law recognizes as not reached by a mandatory arbitration agreement. Finally, this Agreement does not apply to any matters regarding or related to theology, application of canon law, or ministerial/religious functions of the Diocese.

6. Initiation of Arbitration: The aggrieved party must give written notice of any claim by making a written demand for arbitration on the other party. The demand for arbitration shall describe the nature of all claims asserted, the identity of the persons or entities against whom the claims are asserted, the facts on which the claims are based (including (a) a list of witnesses to the events underlying the dispute, (b) the date the dispute arose, (c) an adequate description (or copy) of the principal documents that contain any statement supporting the claims), and the relief requested.

7. Selection of Arbitrator: The arbitration shall be conducted by a single arbitrator selected by the parties by mutual agreement. No one who has ever had any business, financial, family, or social relationship with any party to this Agreement shall serve as an arbitrator unless the related party informs the other party of the relationship and the other party consents in writing to the use of that arbitrator — except that this provision shall not operate to exclude an arbitrator solely upon the basis that he or she is a member of the Anglican faith.

8. Expenses and Fees of Arbitration. If the Diocese initiates the arbitration, then it shall pay any administrative fees associated with the arbitration. If you initiate the arbitration, then you shall pay an amount equal to the then-current state court civil matter filing fee in the county in which you reside, and the Diocese shall pay the remainder. Each side shall pay its own legal fees and expenses. The fees and expenses of the arbitrator shall be paid completely by the Diocese.

9. Authority of The Arbitrator: The arbitrator shall have the authority and powers set forth in California Code of Civil Procedure section 1280, et seq., as well as the authority to interpret and apply this Agreement. The arbitrator shall resolve any controversy as to whether a dispute is arbitrable, construing the scope of this Agreement broadly in favor of final and binding arbitration, to the extent permitted by law. The arbitrator's authority shall include (a) the right to hear and rule on pre-hearing disputes and hold conferences by telephone or in person as the arbitrator deems necessary; (b) to resolve all discovery disputes; (c) to grant pre-hearing motions, including motions to dismiss and motions for summary judgment, applying relevant substantive law and

awarding any remedy authorized by law, including attorney's fees that are authorized by statute, and to otherwise grant appropriate relief in accordance with applicable law. The arbitrator has no authority, however, to (a) add to or modify the terms of any contract between the parties, (b) require the Diocese to adopt new Diocese policies or procedures, or (c) hear or decide any matter that was not processed in accordance with this Agreement, absent written consent of both parties.

10. Procedures for Arbitration / Written Findings Requirement: The procedures to be followed are those set forth in the JAMS Employment Arbitration Rules & Procedures, except to the extent those rules differ from those set forth in this Agreement. No part of the arbitration procedures shall be open to the public or the media, except that an employee who is not represented by counsel may have one individual (who is not otherwise a party or witness to the action) attend the proceedings to provide support. All evidence discovered or submitted at the hearing is confidential and may not be disclosed, except pursuant to court order. Unless the parties otherwise agree, each party may submit a post-hearing brief within 30 days of the close of the hearing. The arbitrator's award shall contain written findings of fact and a finding on each issue necessary to the arbitrator's conclusion, together with conclusions of law sufficient to provide a rationale for the arbitrator's decision with respect to the matters at issue. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The award may be vacated or modified only on the grounds specified in California Code of Civil Procedure section 1285, et seq.

11. Discovery: Each party shall be entitled to pre-hearing discovery of essential documents and witnesses, in a manner consistent with the provisions of Code of Civil Procedure section 1282, et seq., and the discovery provisions of the Code of Civil Procedure. Each party retains the right, however, to apply to the arbitrator for a protective order to prevent or limit particular discovery requests based upon demonstrated good cause for such limitation. Not less than 15 days prior to any hearing, the parties shall exchange copies of those documents that they anticipate will be used as exhibits and a list of names of persons they anticipate will be called as witnesses at the hearing.

12. Enforcement of Agreement: This agreement may be enforced in accordance with the provisions of the California Code of Civil Procedure section 1280, et seq. If any provision of this Agreement is adjudged to be void or otherwise unenforceable, in whole or in part, that adjudication shall not affect the validity of the remainder of the Agreement.

13. Consideration: Each party enters into this Agreement in consideration of the other party's promise to arbitrate any dispute subject to this Agreement.

14. Not a Contract of Continued Employment: Neither the dispute resolution policies of the Diocese nor this Arbitration Agreement shall be construed to create any contract of continued employment and in no way alters the at-will nature of the employment relationship, permitting either the Diocese or you to discontinue your employment at any time, with or without cause or advance notice.

15. Modifications: This Agreement survives the termination of employment, and may be modified only by a writing signed by you and the Diocese. This Agreement may not be modified by oral or implied agreements, understandings or arrangements. No employee or agent of the Diocese is authorized to make any agreement, understanding, or arrangement to the contrary.

**BY EXECUTING THIS AGREEMENT YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND UNDERSTAND ITS TERMS, THAT YOU HAVE HAD AMPLE OPPORTUNITY TO CONSULT WITH AN ATTORNEY OR OTHER ADVISOR BEFORE SIGNING THIS AGREEMENT, THAT YOU HAVE TAKEN THAT OPPORTUNITY TO THE EXTENT YOU WISH TO DO SO, AND THAT IN SIGNING THIS AGREEMENT YOU ARE NOT RELYING ON ANY PROMISES OR REPRESENTATIONS NOT SET FORTH IN THIS AGREEMENT. YOU UNDERSTAND THAT IN THIS AGREEMENT THE PARTIES KNOWINGLY AGREE TO SUBSTITUTE ARBITRATION FOR COURT OR JURY TRIAL AS A MEANS OF RESOLVING THEIR LEGAL DISPUTES.**

---

Employee's Signature	Date
----------------------	------

---

Print employee's name

**End of the AGREEMENT REGARDING ARBITRATION OF DISPUTES**