POLICY AND PROCEDURE MANUAL
FOR THE REGIONAL & SCHOOL STAFF

Pittsburgh East Regional
Catholic Elementary Schools

July 1, 2024

RECEIPT FOR
POLICY AND PROCEDURE MANUAL
FOR THE PERCES REGIONAL & SCHOOL STAFF

PLEASE PRINT

Employee Name: ____
Last First Middle Initial

Job Title: ___________________________ **Office/Department:** _________________________

Verification Statement

- I verify that I have read and/or have been sufficiently instructed so that I understand the policies and procedures outlined in the **POLICY AND PROCEDURE MANUAL FOR THE SCHOOL STAFF** (**"Manual"**).
- I understand that my employment is at will and that nothing in the Manual creates or is intended to create a contract of employment.
- I agree to abide by these policies and procedures.
- I also understand that the School may, in accordance with the law, amend, modify, augment, delete, revoke, rescind, revised, interpret or implement ("change") any and all policies, procedures, practices and statements in this Manual at any time, for any reason, with or without notice, and that any such change is effective at the time of its promulgation.
- I further understand that this Manual supersedes and replaces any and all prior handbooks as well as any and all human resources policies and/or procedures that are inconsistent with the policies and/or procedures in this manual.

____ ______________________________
Employee Signature Date

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For purposes of this manual, Administrator is defined as the Regional Superintendent, President, Principal, and Assistant Principal employed at the Region, Secondary School, and Elementary School.

1.0 **<u>EMPLOYMENT POLICIES</u>**

1.1 Statement of Equal Employment Opportunity

The School (sometimes referred to in this Manual as "*Employer*") is committed to assuring equal opportunity in the areas of advertising, recruitment, employment, job assignment, job classification, compensation, training, development, transfer, promotion and other terms and conditions of employment without regard to race, color, religion, sex, age, disability, national origin, or other status protected by law except where such classification, as well as ordination, is a *bona fide occupational qualification* or is a matter of Church law or discipline. Provided that the School, as a religious employer reserves all rights and exceptions under federal, state, and local laws to make employment decisions based upon its religious doctrine.

Any questions concerning any aspect of this policy should be directed to the Administrator.

Employees will not be retaliated against for filing complaints concerning a violation of this policy or for cooperating in an investigation concerning a matter covered by this policy. (See also Chapter 6 generally and Section 6.3 particularly.)

It is the policy of the Employer to ensure and maintain a working environment free of coercion, harassment and intimidation. Any violation of this policy should be immediately reported to a supervisor or Administrator.

1.2 Code of Pastoral Conduct

The Code of Pastoral Conduct applies to all School employees. Violation of this policy may result in disciplinary action up to and including termination of employment. The Code of Pastoral Conduct is found in Appendix 1.2.

1.3 Procedural Guidelines for Violation of the Code of Pastoral Conduct

A. When the immediate supervisor of an employee or volunteer receives information that an employee or volunteer's conduct constitutes an alleged violation of the Code of Pastoral Conduct, the immediate supervisor must immediately inform their immediate supervisor, as well as the Administrator, and the Secretariat for the Protection of Children, Youth and Vulnerable Adults. Any alleged or suspected child abuse must be immediately reported to Childline (1-800-932-0313 or www.compass.state.pa.us/cwis) and then to the Administrator.

B. If the employee or volunteer is alleged to have committed a violation of the Code of Pastoral Conduct, is complicit in it, or is involved in any way, the matter will be handled by the Administrator in accord with the universal law of the Church and the policies of the Diocese of Pittsburgh.

C. Upon receipt of information regarding a violation of the Code, the Administrator will consult with the proper ecclesiastical authority and the Diocesan Department of Civil Law Services to coordinate the appropriate response and investigation.

D. If the person harmed by the alleged violation or the person accused believes that the procedures followed or the facts gathered in the investigation, which resulted in a determination, were faulty or incomplete, he or she may appeal the determination by utilizing the due process procedures of the Diocese of Pittsburgh, which are administered by the Office for Administrative Procedures.

1.4 Employee Compliance with Safe Environment Policy

The Diocese of Pittsburgh Safe Environment Policy applies to all School employees. In addition to compliance with PA Act 168 of 2014, all employees must complete the required Safe Environment background checks and certifications prior to their start date. Education and training in detecting and preventing child abuse and the protection of vulnerable adults as set forth in the Safe Environment Policy must be completed within 90 days of the employee's start date. Employees shall also participate in ongoing training and continuing education consistent with the Safe Environment Policy. Violation of this policy may result in disciplinary action up to and including termination of employment. The Safe Environment Policy is found in Appendix 1.4.

1.5 Ethics and Conflicts of Interest

Ethics

Each employee of the School, regardless of classification or status, is held to the highest ethical standards and accountability.

Conflicts of Interest

The School expects responsible individuals to avoid conflicts of interest by not allowing outside obligations, financial interests or other activities to interfere with their obligations and commitments to their work. Responsible individuals are those who hold decision-making or policy development positions or significantly influence decisions with respect to investments or purchases of any other goods. Such employees have the responsibility to report any personal, family or business relationships that may conflict with their School duties.

While it is not possible to list every circumstance which may give rise to a conflict of interest, the following are considered to be conflicts of interest and are to be used as a guide to other types of activity which may create conflicts or raise questions as to the personal integrity and ethical conduct of employees:

1) The use of School premises for the purpose of engaging in any other business.

2) An employee serving as director, officer, employee, or consultant of any outside concern which does business with the School, except with the written approval of the Administrator.

3) Disclosure to unauthorized persons, or use by an employee for their personal benefit or advantage, of School information, data, or records of a confidential nature.

4) An employee or their relative owning a substantial interest in, or participating directly or indirectly in the profits of, any outside concern which does business with the School.

5) Acceptance by an employee or their relative of gifts of more than nominal value, loans, cash in any amount, excessive entertainment, or travel, payments, services, or other substantial or unusual favors from any person or concern which does or is seeking to do business with the School.

6) Potential conflicts relevant to the person or persons representing facts in connection with requests for funds from the School.

All requests for interpretations of, or consideration for, an exception to this policy must be in writing and shall be forwarded to the Department of Civil Law Services for opinion or approval. For the purposes of this section, relative is defined as a spouse, child, grandchild, parent, grandparent or other relative or individual with whom the employee maintains a close familial relationship.

Violation of this policy may result in disciplinary action, up to and including termination of employment and possibly further legal action.

Each employee is to execute the "Employee Ethics, Conflict of Interest Disclosure and Conduct Statement" upon hire, and, periodically as determined by the employer, thereby agreeing to the assertions contained in it. See Appendix 1.5.

1.6 Employee Conduct in Accord with the Church's Teachings

The Catholic Identity and Mission Statement applies to all School employees. Violation of this policy may result in disciplinary action up to and including termination of employment. The Catholic Identity and Mission Statement is found in Appendix 1.6.

When information of a possible violation of the "Catholic Identity and Mission Statement" occurs, the procedural guidelines for the implementation of the "Catholic Identity and Mission Statement" will be enacted in order that all possible approaches at resolving the issue in conformity with the teachings of the Church are discussed before possible termination. See Section 6.11 "Procedural Guidelines for the Implementation of the Catholic Identity and Mission Statement."

While different language may be used by the School or Diocese elsewhere in contracts to define or explain the principles articulated above, nothing is to be implied by any such difference in language. The School has adhered, and continues to adhere, to the principles underlying the "Catholic Identity and Mission Statement" regardless of the particular language used in written documentation.

Each employee is to execute the "Catholic Identity and Mission Statement" upon hire, and, periodically as determined by the employer, thereby agreeing to the assertions contained in it. See Appendix 1.6.

1.7 Confidentiality

The Confidentiality Statement applies to all School employees. Violation of this policy may result in disciplinary action up to and including termination of employment consistent with Chapter 5.0. The Confidentiality Statement is found in Appendix 1.7.

Each employee is to execute this statement upon hire, and periodically as determined by the Employer thereby agreeing to the assertions contained in it.

1.8 Employment at Will

Unless otherwise agreed to in writing by the Administrator, employees of the School are employed at will, meaning that either they or the School may terminate their employment at any time, for any reason, with or without notice.

Nothing in this Manual creates or is intended to create a contract of employment. No one but the Administrator, by signed specific employment agreement, may alter the at-will nature of employment.

1.9 The Manual and its Policies and Procedures

A. Applicable to School Staff of the Diocese of Pittsburgh

1) Application

The policies and procedures set out in this Manual apply as follows:

a. to lay persons employed as part of the School Staff;
b. to Deacons who are employed by the School;
c. to members of religious communities who are employed by the School, subject to the rights and obligations provided for in contracts or ministry service agreements, and/or financial policies and procedures that apply specifically to these members;
d. to Clergy/Religious of other Catholic Rites employed by the School.

Pittsburgh Diocesan Priests of the Latin Rite are subject to separate policies and procedures, as provided for in contracts, the Priest Personnel Policies Handbook, the School Staff Manual for Priests, and directives of the Bishop or his designee.

Teachers are subject to the terms of the current Agreement between the School and Federation of Pittsburgh Diocesan Teachers or Handbook of Personnel Policies and Practices, whichever applicable.

B. **Interpretation**

All decisions by the Administrator as to the interpretation of the policies contained in this Manual are, to the extent permitted by law, final and binding on the employees affected.

C. **Changes to the Policies and Procedures**

The policies contained in this Manual are intended for the normal administrative procedures respecting the School Staff and will be reviewed on an as-needed basis.

To preserve the ability of the Diocesan School to meet the pastoral and spiritual needs of the Church, the Administrator, in each one's sole discretion, may, in accordance with the law, amend, modify, augment, delete, revoke, rescind, revise, interpret, or implement any and all policies, procedures, practices and statements in this Manual at any time, for any reason, with or without notice.

1.10 Classification and Status of Employees

A. **Classification as Exempt/Non-Exempt Employees**

An employee's employment classification determines which pay policies and benefits are applicable. The Fair Labor Standards Act (the "Act"), which is the federal law governing wages and hours, sets standards for an employee's classification. The School complies with these regulations by assessing the job duties, level of authority, and compensation of each of its employees against the standards set forth in the Act as follows:

1) **Exempt Employees:** Exempt employees are those salaried employees holding executive, administrative, or professional positions within the meaning of the Act.

2) **Non-Exempt Employees:** Those employees not included in the category above are Non-Exempt. Non-Exempt employees are paid based on hours worked and are eligible for overtime pay (at one and one-half times base) for all hours worked in excess of forty (40) in a work week. See also Section 4.2.

B. **Status as Full-time, Regular Part-time, Non-Regular or Temporary, Inactive or Provisional Employee**

Unless otherwise agreed to in writing and in compliance with applicable law, the following are the types of employment in the School:

1) **Regular Full-time Employee:** A regular full-time employee is regularly scheduled to work forty (40) hours per week per fiscal year.

2) **Regular Part-time Employee**: A regular part-time employee is regularly scheduled to work less than forty (40) hours but at least twenty (20) hours per week, and at least one thousand (1,000) hours per fiscal year.

3) **Non-Regular Employee**: A non-regular employee is an employee who may work 40 hours in any one work week but does not meet the criteria for regular full-time employee or regular part-time employee. Non-regular employees may include, but are not limited to: temporary employees, seasonal employees, and interns.

4) **Inactive Employee:** An "inactive" employee is an employee who is on long-term disability or on workers' compensation and, to the extent required by law, will not be entitled to accrue additional sick, personal or vacation days.

5) **Provisional Employee:** For the first six months of employment, regardless of the above status, an employee will be considered to be a provisional employee. Successful completion of the provisional employment period does not alter the at-will nature of employment.

1.11 Medical Evaluations

A. As a prerequisite to finalization of the employment process, the prospective employee may be required to pass a physical examination or medical evaluation in order to assure that he or she is able to perform his or her job-related tasks and, in certain circumstances, do not pose a health or safety risk to themselves or others.

B. At the outset of the interview process, all candidates for employment in positions involving physical labor are to be informed that as a condition for employment, they will be required to undergo and pass a physical examination or medical evaluation to assure that they can perform the required job-related tasks.

C. Upon completion of the interview process and final candidate selection by the School, if an offer is made contingent upon the prospective employee's successful completion of a medical examination, the prospective employee may be instructed by the School to report for an examination to a physician or medical facility of the School's choice.

D. The physical examination or medical evaluation will be at the School's expense, at a School's designated provider, and the prospective employee will be required to sign a written release of the results of these examinations to the School.

E. The School will treat as confidential the information contained in a medical report or evaluation. All medical records will be kept in a locked file cabinet separate from personnel files. Access to medical records will be limited to those who have a legitimate business need to access such information in accordance with applicable laws.

F. If a medical evaluation is required for employees employed for a particular position (See Section 1.11A), a medical evaluation for such employees is required one time every five years.

G. In all of the above, the School is responsible for assuring compliance with relevant employment laws dealing with privacy, medical records and disabilities.

1.12 Relevant Dates

A. **Hire Date**
The hire date is the employee's first day on the job with the School, unless otherwise specified at the time the employee accepts the School's offer of employment.

B. **Anniversary Date**
The anniversary date is the date twelve (12) months from, and in succeeding twelve-month increments from, an employee's first day on the job with the School.

C. **Reinstatement Date**
Employees who are re-employed by the School after voluntary or involuntary termination will, to the extent permitted by law or by contract, lose their original anniversary date and will be assigned a new date corresponding to their first day on the job after re-employment.

1.13 Employment of Relatives

The employment of relatives is not prohibited as long as the person exercising supervision is not supervising a member of his/her family, e.g., spouse, sibling, child, aunt, uncle, cousin or in-law in similar familial relationship. Exceptions to this policy require the supervisor to obtain the prior written approval of the Administrator.

1.14 Verification of Employment Eligibility and Identity; Verification of References

School compliance with federal immigration law requires verification of citizenship or a non-citizen's eligibility to work in the United States. The applicant for employment is to demonstrate employability no later than the first day of the job.

A. The School is to verify a person's identity and citizenship or authorization to work in the United States by examining appropriate documents at the time of hire and no later than three business days following the date of hire. The determination of whether an individual is eligible to work legally in the United States shall be based solely upon the presentation of documentation designated by the U.S. Department of Homeland Security, Department of Citizenship and Immigration Services and not upon an individual's appearance or language or oral representations.

B. The documentation presented by the applicant must conform to the requirements of Federal Form I-9.

C. Any applicant who fails to produce the required documentation cannot be employed.

D. After examining the documents presented by the new employee, the School must record the requested information on Federal Form I-9, sign that form, and also ensure that the applicant completes and signs the appropriate section of Federal Form I-9.

1. All applications for individuals who have been offered employment but have not presented the required documents and consequently have not been employed, are to be forwarded to the Administrator. It should be noted at the bottom of the Federal Form I-9 that the requested documentation was not presented.

E. All completed Federal Form I-9 forms are to be maintained by the School in a fashion separate and apart from the individual personnel files.

1.15 Substance Abuse Policy

An employee improperly or illegally using, possessing or reporting for work under the influence of drugs or alcohol poses serious safety and health risks to himself/herself and to others on the job. The possession, use, or sale of an illegal drug also violates the law.

The School has a vital interest in maintaining safe, healthful and efficient working conditions for its employees. Accordingly, it is the expectation of the School, and inherent in the offer of employment, that all employees present themselves to the workplace fit for duty.

Any employee taking legally prescribed or over-the-counter medication is responsible for being aware of any potential effect or impairment such drugs may have on his/her reactions, judgments, or ability to perform his/her duties. If the medication may negatively affect or impair the employee's ability to perform his/her job properly or in a safe and/or efficient manner, the employee is responsible for requesting a reasonable accommodation from the School before working while using the medication. Any employee requesting such reasonable accommodation may be required to present medical substantiation of the need for such accommodation. See Section 4.9 Disability and Reasonable Accommodation.

Furthermore, the School strongly encourages employees to voluntarily seek help with substance abuse problems (including, but not limited to, misuse of alcohol, illegal drugs, prescription and over-the-counter drugs) ***before*** they face performance issues or disciplinary action.

This policy applies to all School employees at all times including while working on School business, traveling on School business, representing the School at any function, operating School vehicles, while on or around School property, and during all working hours.

It is a violation of this policy to:

A. Use or possess alcohol or any Prohibited Substances (listed below) while performing duties for the School including, but not limited to, while working at a School location or while traveling on School business, or while using a School vehicle, except that appropriate use of alcohol at social events and in a social context is not prohibited by this policy.

B. Report for duty or remain on duty:
   1. While using, being under the influence of, or being impaired by alcohol as verifiable by a Blood Alcohol Concentration (BAC) of .04 percent or greater; or
   2. Within twenty-four (24) hours after having used Prohibited Substances.

C. Misuse or engage in the illegal or unauthorized use, distribution or possession of prescription and over-the-counter drugs.

D. Refuse to submit to an alcohol or drug test.

E. Attempt to or actually tamper with, dilute, adulterate or substitute a specimen in any alcohol or drug test.

F. Prohibited substances[1] include but are not limited to: amphetamines (including methamphetamines), barbiturates, benzodiazepines (e.g., Valium, Librium, Xanax), cannabinoids (marijuana/THC), cocaine, benzoylecgonine, methadone, methaqualone, opiates/expanded opiates

[1] To the extent that any of the Prohibited Substances are legally prescribed by the employee's treating physician and are being used in accordance with the prescribing physician's directives, such use or possession will not violate this policy.

(e.g., heroin, opium, codeine, morphine), phencyclidine (PCP), propoxyphene (e.g., Darvon), and synthetic/semi-synthetic opioids and narcotics (i.e., hydrocodone, hydromorphone, oxymorphone; oxycodone). The School reserves the right to amend this list as it deems appropriate.

G. Prescription and over-the-counter drugs are not prohibited when taken in standard dosage and/or according to a physician's prescription. Any employee taking prescribed or over-the-counter medication will be responsible for conferring with his/her treating physician and pharmacist about whether the medication may interfere with his/her ability to perform his/her job safely, productively and efficiently. If the use of a medication could compromise the safety of the employee or others, or if it could negatively impact the employee's performance, it is the employee's responsibility to use appropriate personnel procedures (e.g., call in sick, use leave time, request change of duty, notify supervisor, request reasonable accommodation, etc.) to avoid performance problems and unsafe, unproductive, and inefficient practices.

H. As a condition of continued employment, each employee is required to participate in reasonable suspicion alcohol and drug testing, upon selection or at the request of management. Employees will be required to participate in reasonable suspicion testing based on observation of an individual's behavior or performance, or based upon specific, objective facts where the rational inference to be drawn under the circumstances is that the person may be using, under the influence of, or impaired by alcohol or drugs.

1. All testing will be performed by a testing facility selected by the School. Testing will be conducted for alcohol and all Prohibited Substances listed in this policy. Testing for the presence of alcohol may be conducted by breath analysis; testing for the presence of the metabolites of the prohibited substances will be conducted by urinalysis.
2. All alcohol and drug testing information will be maintained in separate confidential records.

Any employee who violates this policy or who allows substance abuse issues to negatively impact work performance, safety, productivity or efficiency will be immediately suspended without pay and subject to disciplinary action, up to and including termination of employment.

1.16 Whistleblower Policy

The School requires its Staff to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. Representatives and employees of the School are expected to practice honesty and integrity in fulfilling their responsibilities and must comply with all applicable laws and regulations. This Whistleblower Policy of the School: (1) encourages staff and volunteers to come forward with credible information on suspected violations of law or serious violations of the School's adopted policies; (2) specifies that the School will protect such persons from retaliation; and (3) identifies where such information can be reported.

A. **Encouragement of Reporting**

The School encourages complaints, reports and/or inquiries about illegal practices or serious violations of the School's policies, including illegal or improper conduct by the School itself, by its leadership, or by others on the School's behalf. Appropriate subjects to raise under this Policy would include financial improprieties, accounting or audit matters, ethical violations, or other similar illegal or improper practices or policies.

Subjects covered under the School's existing complaint mechanisms should be addressed under those existing mechanisms, such as raising matters of alleged discrimination or harassment to the Administrator, unless the Administrator him/her-self is implicated in the wrongdoing. This Policy is not intended to provide a means of appeal from outcomes reached by such other processes.

B. **Protection from Retaliation**

The School prohibits retaliation by or on behalf of the School against staff or volunteers for making good faith complaints, reports and/or inquiries under this Policy or for participating in a review or investigation under this Policy. This protection extends to those whose allegations are made in good faith but ultimately prove to be mistaken. The School reserves the right to discipline persons who make bad faith, knowingly false, or vexatious complaints, reports or inquiries or who otherwise abuse this Policy.

C. **Where to Report; Investigation**

The School has an open door policy and suggests that members of the School Staff share their questions, concerns, suggestions or complaints with their supervisor. If a School Staff member is not comfortable speaking with his or her supervisor, is not satisfied with the supervisor's response or if the supervisor is implicated, the School Staff member is encouraged to speak with the Administrator. Complaints, reports and/or inquiries may be made under this Policy on an anonymous basis. They should describe in detail the specific facts demonstrating the basis for such complaint, report and/or inquiry and should be directed to the School Staff member's supervisor or the Administrator.

The Administrator will conduct a prompt, discreet, and objective review or investigation of such complaint, report and/or inquiry. Reports of violations or suspected violations will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation. Staff or volunteers must recognize that the Administrator may be unable to fully evaluate a vague or general complaint, report or inquiry that is made anonymously. Therefore, the staff and volunteers are encouraged to make non-anonymous complaints to the extent practicable.

2.0 WORKING CONDITIONS

2.1 Normal Schedule of, and Changes in, Office Hours

The regional office hours are typically 8:00 a.m. to 4:00 p.m., Monday through Friday. The hours may vary, however, according to the needs of the local schools with approval of the Administrator. For example, some employees work on Saturdays and Sundays.

A. **Appointments During the Normal Schedule for Non-Exempt Employees**

1) As a general rule, regularly scheduled office hours should not be interrupted by personal appointments 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.

B. **Schedule of Exempt Employees**

1) Exempt employees do not have a specific time schedule to follow. Knowing the responsibilities of the position for which they were hired, exempt employees should follow the time schedule best suited to accomplishing the duties of the job.

C. **Medical Appointments**

1) An employee who must attend a medical appointment during the hours the employee is regularly scheduled to work should follow the procedure for requesting sick leave, a reasonable accommodation if he or she has a disability, and/or the procedure under the Family and Medical Leave Act (FMLA), if applicable. See Sections 4.9 and 4.11.

D. **Overtime for Non-Exempt Employees**

1) Where the School determines that a need exists to schedule, on a regular basis, a full-time non-exempt employee for work hours other than the standard typical work hours, the supervisor is to make a prior written request to the Administrator. If the person approves the request, then the requester will communicate the decision to the non-exempt employee before the non-exempt employee works the suggested non-standard hours.

2) In the event temporary or emergency work is needed during non-standard hours, the supervisor is to authorize the non-exempt employee's work and, as soon as practicable, notify the Administrator that such time was authorized.

3) Employees who work overtime on a regular basis without first obtaining the required approval must be paid for the overtime; however, discipline

may result to the person who was responsible for obtaining, but failed to obtain, prior approval.

2.2 Snow or Other Inclement Weather

A. In case of snow or other inclement weather, individual employees (exempt and non-exempt) may decide whether they should leave early or whether they should come to work with approval from the employee's direct supervisor. If an employee does not come to work or leaves work early, the employee is to use, in whole or in part, a vacation day or a personal day for the period missed consistent with School policies on Vacation Leave and Sick Leave (See Section 4.7 and 4.8).

B. There may be a need to take action in regard to employee safety while traveling to work. In such instances, the Administrator will make the decision to either delay the start of work or to cancel work completely and notify School Staff accordingly.

C. If the civil authorities declare an emergency that prohibits the public from being on the streets, and the employee would be required to travel these streets, or if work for the School Staff is officially canceled, this time will be provided to employees without using vacation or personal day time.

2.3 Lunch Periods and Work Breaks

A. Employees should schedule their lunch period (not to exceed 35 minutes) in consultation with the supervisor to insure adequate coverage of the office. The employee meal period is to be used within the typical work hours. Employees are not to perform work during their lunch period. The meal period cannot be skipped as a basis for arriving late or leaving work early.

B. Each employee may be provided two, paid ten-minute breaks, one for every four hours worked. Such break is to be taken in the context of the needs and limitations of the work group, and may not be taken if operational needs dictate otherwise. A break cannot be used to extend the lunch period.

C. Violation of this policy may result in disciplinary action up to and including termination of employment.

2.4 Dress Code and Work Environment

A. **Dress Code**

Employees are representatives of the School. This policy is an effort to demonstrate respect for the mission of the School. An employee's attire during work hours and for work-related activities shall be appropriate to the duties of the position, to the safety of the employee and other individuals, and to the probability of public contact. It is expected that employees use good judgment about appropriate clothing, personal hygiene and appearance. The dress code is subject to change as deemed necessary or advisable by the Administrator. Repeated violation of this policy may result in disciplinary action up to and including termination of employment.

B. **Work Environment**

It is expected that offices and work space be maintained in a professional manner.

2.5 Smoke-Free Campus

A. All property of the School is smoke-free, including e-cigarettes and vaping products, in accordance with applicable law. Violation of this policy may result in disciplinary action up to and including termination of employment.

2.6 Telecommuting Policy

A. Objective

Telecommuting, or remote work, allows employees to work at home, on the road or in a satellite location for all or part of their workweek. While working in place is the preferred course of conduct for School employees, the School considers telecommuting to be a viable, flexible work option when both the employee and the job are suited to such an arrangement. Telecommuting may be appropriate for some jobs but not for others, even though the positions may be of the same classification. This policy recognizes the uniqueness of each individual position and that telecommuting may not be appropriate even for every specific position. Telecommuting is not an entitlement, it is not a School-wide benefit, and it in no way changes the terms and conditions of employment with the School.

B. **Procedures**

Telecommuting can be informal, such as working from home for a short-term project or on the road during business travel, or a formal, set schedule of working away from the office as described below. Either an employee or a supervisor can suggest telecommuting as a possible work arrangement with the approval of the Regional Superintendent. An application for commencement of a Telecommuting arrangement can be obtained in Appendix 2.6 and completed by the employee and the supervisor. The application is then forwarded on to the Immediate Supervisor, who then forwards the application to the Regional Superintendent.

Any telecommuting arrangement made will be on a trial basis for the first six (6) months and may be discontinued at will and at any time at the request of either the telecommuter or the School. Thereafter, every effort will be made to provide thirty (30) days' notice of termination of the arrangement to accommodate commuting, childcare, and other issues that may arise from the termination of a telecommuting arrangement. There may be instances, however, when no notice is possible.

C. **Eligibility**

Individuals requesting formal telecommuting arrangements must be employed with the School for a minimum of six (6) months of continuous, regular employment and must have a satisfactory performance record.

Before entering into any telecommuting agreement, the employee and supervisor, with the assistance of the Regional Business Office, will evaluate the suitability of such an arrangement, reviewing the following areas:

- Job responsibilities. The employee and supervisor will discuss the job responsibilities and determine if the job is appropriate for a telecommuting arrangement. In this review, it is important to review the unique responsibilities of the particular position as reflected in the job description and as implemented in the day-to-day requirements of the position.
- Scheduling issues. The employee and supervisor will review the needs of the office/department and any possible scheduling conflicts in order that the office/department is available to visitors during normal business hours.

If the employee and supervisor agree, and the Regional Office concurs, a draft telecommuting agreement will be prepared for review by the Regional Superintendent. If the Regional Superintendent approves, the agreement is signed by all parties, and a six-month trial period will commence.

Evaluation of telecommuter performance during the trial period will include regular interaction by phone and e-mail between the employee and the supervisor, and weekly face-to-face meetings to discuss work progress and problems. At the end of the trial period, the employee and supervisor will each complete an evaluation of the arrangement and make recommendations for continuance, modifications, or termination of the arrangement. Evaluation of telecommuter performance beyond the trial period will continue on a six-month basis, but will also be consistent with that received by employees working at the office in both content and frequency but will focus on work output and completion of objectives rather than on time-based performance.

An appropriate level of communication between the telecommuter and supervisor will be agreed to as part of the discussion process and will be more formal during the trial period. After conclusion of the trial period, the supervisor and telecommuter will communicate at a level consistent with employees working at the office or in a manner and frequency that is appropriate for the job.

D. **Equipment**

On a case-by-case basis, the Region will determine, with information supplied by the employee and the supervisor, the appropriate equipment needs (including hardware, software, and other office equipment) for each telecommuting arrangement. The Regional Business Office and I.T. will serve as resources in this matter. Equipment supplied by the Region will be maintained by the Region. Equipment supplied by the employee, if deemed appropriate by the Region, will be maintained by the employee. The Region accepts no responsibility for damage or repairs to employee-owned equipment. The Region reserves the right to make determinations as to appropriate equipment, subject to change at any time. Equipment supplied by the Region is to be used for business purposes only. The telecommuter must sign an inventory of all Regional property received and agree to take appropriate action to protect the items from damage or theft. Upon termination of employment, all Regional property will be returned to the Region, unless other arrangements have been made.

The employee will establish an appropriate work environment within his or her home for work purposes, including adequate internet connectivity. The Region will not be responsible for costs associated with the setup of the employee's home office, such as remodeling, furniture or lighting, nor for repairs or modifications to the home office space.

E. **Security**

Consistent with the organization's expectations of information security for employees working at the office, telecommuting employees will be expected to ensure the protection of proprietary company and customer information accessible from their home office. Steps include the use of locked file cabinets and desks, regular password maintenance, and any other measures appropriate for the job and the environment.

F. **Safety**

Employees are expected to maintain their home workspace in a safe manner, free from safety hazards. The employee must provide the employer with photographs of the remote work space which indicate a safe work environment. The Employer retains the right to inspect the physical setting of the remote work space.

Although an individual employee's schedule may be modified to accommodate various personal needs, the focus of the arrangement must remain on job performance and meeting business demands. Prospective telecommuters are encouraged to discuss expectations of telecommuting with family members prior to entering a trial period.

G. Time Worked

Telecommuting employees who are not exempt from the overtime requirements of the Fair Labor Standards Act (FLSA) should not work hours in excess of those scheduled per day and per workweek. Any hours in excess of those scheduled per day and per workweek require the advance written approval of the telecommuter's supervisor. Failure to comply with this requirement may result in the immediate termination of the telecommuting agreement.

H. **Ad Hoc Arrangements**

Temporary telecommuting arrangements may be approved for circumstances such as inclement weather, when school is not in session, special projects or business travel. These arrangements are approved on an as-needed basis only, with no expectation of ongoing continuance.

Consistent with the Americans with Disabilities Act (ADA), other short-term arrangements may be made for employees on family or medical leave to the extent practical for the employee and the Region and with the consent of the employee's health care provider, if appropriate.

All informal telecommuting arrangements are made on a case-by-case basis, focusing first on the business needs of the Region.

I. Telecommuting/Remote-Work Conduct Policy

The following are expectations for employees telecommuting in order to avoid issues that may cause disruption to the workday and/or during virtual meetings.

- Remote employees are expected to be available and communicative during scheduled work hours.
- While remote meeting participation will be accommodated through technology, supervisors may require telecommuting employees to physically attend certain scheduled work meetings.

The Regional policies and procedures continue to apply to offsite work locations.

3.0 EMPLOYEE'S JOB AND PERFORMANCE

3.1 Job Description

All job descriptions shall include the following information: title of position; exempt or non-exempt status; assigned organizational unit; position qualifications (e.g., job experience, skills, education, and physical requirements); essential functions of the job; and major duties and responsibilities.

Supervisors and their employees are to jointly review job descriptions minimally on an annual basis or as circumstances may dictate, and to revise the descriptions as necessary. Both are to sign and date the job description as evidence of the review.

Copies of job descriptions shall be maintained in personnel files. The Administrator shall monitor compliance of the preparation or update of job descriptions for new employees and on an annual review process.

3.2 Employee's Performance

Supervisors will set expectations, provide feedback on meeting those expectations, and evaluate behavior in light of those expectations as part of a performance management process.

3.3 Tardiness, Absenteeism, Extended Lunch Period, Early Departure

If an employee will be tardy or absent, or must take an extended lunch break or leave early, he or she must inform the immediate supervisor and/or the Administrator as soon as practical. In case of absence, the employee must call (and leave a message with) his or her supervisor before work hours begin, except in an emergency. For other than emergency situations, notification of tardiness should be before the scheduled starting time, and notification of anticipated extended lunch periods or early departures should be given at least two days in advance. The supervisor retains the right to request verification of the reason for all instances.

If an employee will be tardy or absent or will be required to take an extended lunch break or depart early as a reasonable accommodation for a disability or for an FMLA-covered circumstance, he or she should follow applicable procedures for requesting a reasonable accommodation or FMLA leave. See also Sections 4.9 and 4.11.

Excessive tardiness, absenteeism, extended breaks or early departures may result in disciplinary action, up to and including termination of employment.

3.4 Bringing Child(ren) to the Workplace

Employees are welcome to bring their child(ren) to visit their worksite, provided that the visits are infrequent, brief, and scheduled in a fashion that limits disruption to the workplace. While children are in the workplace, they must be directly supervised by the parent at all times. If the frequency, length, or nature of visits becomes problematic, the employee will be advised of the situation by their supervisor and will be expected to take corrective action.

Employees are not permitted to bring ill children to work. This policy is not to be utilized as an alternative to childcare arrangement. Employees are provided paid sick leave which should be used to care for an ill child.

3.5 Employee's Outside Employment

Employees must notify their supervisors of any other existing full-time or part-time employment. Outside employment which in any way conflicts with employment with the School or otherwise affects the efficiency or productivity of the work of the employee or the School will be subject to critical review. The School, in some circumstances, may require the employee to terminate the outside employment or, alternatively, may choose to terminate the employee's employment with the Region. See also Ethics and Conflict of Interest Policy information, Section 1.5.

3.6 Jury Duty; Court Appearances

A. **Jury Duty; School Witness**

The School recognizes employees' civic obligations to serve as jurors. The School will grant an eligible employee limited paid and extended unpaid time-off for mandatory jury duty or court appearances as a witness when the employee must serve or is required to appear as a result of a court order or subpoena.

1) Regular full-time or regular part-time employees called to jury duty will continue to receive their regular salary for a maximum of twenty (20) work days provided, however, the Regional Superintendent may permit, upon the employee's written request, an extension of the twenty (20) days where the Regional Superintendent concludes that the employee's

continued absence does not unreasonably interfere with the efficient operation of the School.

Non-regular employees will be permitted to take the time off to attend jury duty but will not be eligible for pay.

Fees received by employees for performing jury duty will be in addition to their normal salary.

If jury duty terminates on any day at noon or earlier, employees are expected to return to work for the remainder of the day.

2) Employees who are subpoenaed in connection with their work as an employee of the School will be paid their regular base pay for their time away from work to comply with the subpoena.

3) A copy of the court order or subpoena must be supplied to the employee's supervisor when the employee requests the time off for jury duty.

B. **Employee's Court Appearances as a Party or Non-School Witness**
The Region will not grant an employee paid time-off for court appearances by the employee as a party to, or a witness in, any civil or criminal litigation that does not involve the Region. However, the employee may make arrangements for time off without pay or may use accrued vacation or personal days for such appearances. Exceptions to this policy may be requested in writing through the Regional Superintendent.

3.7 Disciplinary Process

A. If a need for disciplinary action arises, it will be addressed as soon as reasonably possible at or about the time of the employee's infraction in accordance with the following procedures. See also Sections 5.1, 6.3, 6.10, and 6.11, and other relevant provisions in this Manual.

For purposes of the following, an "infraction" is a violation of a School policy.

1. **"Verbal Warning."** When an infraction occurs, the employee's supervisor will immediately discuss the problem with the employee and propose corrective action. The supervisor is to explain to the employee the problem and/or the deficiency and the necessary course of corrective action. A reasonable timetable for such corrective action will be established, depending on the circumstances. Written documentation of the verbal "warning" and the corrective action and timetable is to be made and retained by the supervisor.

When an infraction occurs and the employee's performance or behavioral deficiencies are such that his or her supervisor considers an verbal warning to be inappropriate, then the supervisor may issue a written warning or more severe disciplinary action, as the School determines to be appropriate, in conformity with the procedures set out below.

2. **"Written Warning."** If an employee's performance or behavior fails to improve within the time frame for corrective action in the verbal warning, or if the problem/deficiency is of such a nature that an verbal warning is not appropriate, the employee's immediate supervisor shall document the failure to improve and/or the problem/deficiency and is to issue a "written warning" on the standard warning notice form in Appendix 3.7.

3. **"Reprimand."** If the infraction is a matter serious enough to warrant a reprimand, then steps 1 and 2 may be skipped and the immediate supervisor shall issue a reprimand. The employee's immediate supervisor shall document in writing on the reprimand notice form, in Appendix 3.7B, the circumstances surrounding the reprimand, including the problem, the corrective action and the timetable for such action, the failures of the employee, and any other relevant circumstances.

4. **"Termination Recommendation."** A supervisor may recommend termination in any of the following circumstances: where an employee's performance or behavior substantially fails to improve within the time frame for corrective action in the verbal warning; where the employee's performance or behavior fails to improve within the time frame for corrective action in the written warning or reprimand; or where an employee's performance or behavior is of such a nature that an verbal or written warning or a reprimand is not appropriate. The written termination recommendation is to be acted upon by the Administrator.

5. **"Immediate Termination."** Immediate termination may also be an appropriate remedy depending upon the severity of the infraction. See paragraph #8 below.

6. Documentation provided for under paragraphs #2, 3, 4 and 5 is to be forwarded to the Administrator and maintained as part of the employee's personnel file, unless otherwise provided for herein.

7. The employee may request to have the written warning or the written reprimand reviewed by the supervisor of the employee's immediate supervisor. The reviewer is to be provided with the file and is to make a decision within five work days. If the reviewer concurs in the issuance

of the warning or reprimand, the reviewer is to sign the appropriate form and return the file to the Administrator. If the reviewer does not concur, he or she is to inform the Administrator in writing and the written notice or the written reprimand is to be destroyed by the Administrator.

8. The School expects competent and professional performance and behavior and reserves the right to terminate an employee immediately for severe instances of misconduct or incompetence in the performance of their duties. While the School will generally follow a progressive disciplinary procedure, there are certain situations or circumstances that may create cause for immediate termination. (See also Section 5.1). While it is impossible to include every example of behavior that would result in immediate termination, these may include, but are not limited to:

   a) Insubordination or intimidation or a refusal or significant inability to work cooperatively with the supervisor and/or the staff;
   b) Severe or repeated misconduct;
   c) Reporting for work in a condition unfit for duty, such as reporting to work while using, possessing or under the influence of alcohol or drugs;
   d) Theft, misappropriation or improper handling of property or funds belonging to the School, employees, or clients;
   e) A violation of School policies dealing with honesty, trustworthiness (e.g., accepting gifts or bribes for services rendered, altering, removing or destroying records, failure to respect confidentiality of records and information, falsification of records or reports, etc.);
   f) Certain conduct in violation of the policies against workplace harassment or discrimination;
   g) Certain conduct in or out of the workplace which, in the judgment of the Employer, constitutes serious or public immorality, sacrilege, lewd conduct, endangerment of health or safety, abusive conduct, public scandal or rejection of, or the holding up to doubt or question of the official teaching, doctrine or laws of the Catholic Church. In such a case, the employee may be dismissed by the Employer without prior notice. Nevertheless, when the conduct concerns a possible violation of the "Catholic Identity and Mission Statement" (See Section 1.6), the "Procedural Guidelines for the Implementation of the Catholic Identity and Mission Statement" will be used in order that all possible approaches at resolving the issue in conformity with the teaching of the Church will be discussed before employment is terminated. (See Section 6.11).

9. If an employee's supervisor receives information about an employee's conduct that may be cause for immediate termination, the supervisor is to notify the Administrator. Upon receipt of this information, the

Administrator or his designee will investigate the matter. As part of the investigation, the employee will be contacted to determine the accuracy of the information.

10. If the matter involves item 8.g above, or Section 5.1, the procedure identified in Section 6.11, "Procedural Guidelines for the Implementation of Catholic Identity and Mission Statement," is to apply.

11. If a termination recommendation is made to the Administrator, or if the Administrator or his designee determines that a violation under paragraph #8 has occurred, then the Administrator or his/her designee is to decide and implement appropriate action which may be:
    a) Immediate termination;
    b) Termination after a limited period of time;
    c) Temporary suspension while remedial action is taken;
    d) Probationary employment while remedial action is taken; or
    e) Continued employment while remedial action is taken.
12. The employee may, in certain circumstances, seek review in the Office for Administrative Procedures.

3.8 Attendance at School -Sponsored Events

Employees are generally required to attend a School sponsored event when the School offices are closed for the event. The required attendance can be excused for valid reasons by the Administrator. Those unexcused employees not attending are to use a vacation day or a personal day or, if none are available, to take a day off without pay.

3.9 Soliciting Donations

A. **No Direct Solicitation**

Solicitation of employees during working hours or in working areas is prohibited. Employees may not directly or forcibly solicit fellow employees for contributions for any purpose including, but not limited to, charitable purposes.

Violation of this policy may result in disciplinary action, up to and including termination of employment.

Any exceptions to the solicitation policy must be approved by the Administrator or others as the situation might require.

In the rare event that an exception is approved, employees will be informed that their participation is entirely voluntary.

B. **No Use of Lists of Employee Names and Addresses**

Except as otherwise permitted by the Administrator or his/her designee, lists of employees' names and addresses may not be made available to employees or outside organizations or individuals for any purpose including, but not limited to, charitable solicitation. Violation of this policy may result in disciplinary action up to and including termination of employment.

3.10 Political Activity/Solicitation

Political activities and solicitations are prohibited during working hours, in working areas or on School premises. Unless authorized by the Administrator or his/her designee, nothing of a political nature, including buttons, materials, and the like, shall be present in the workplace. Violation of this policy may result in disciplinary action, up to and including termination of employment.

For purposes of this policy, "political activities" are defined as activities in support of any partisan political issue or activities in support of, or in concert with, any individual candidate for political office, or a political party, which seek to influence the election of candidates to federal, state, or local offices. The definition includes employees who are or may be candidates for political office.

3.11 Office Parties and Gifts

Individual office parties and personal gifts for School employees are not to be funded by the School budget (e.g., Christmas, Administrative Assistant's Day, Bosses' Day, etc.). Violation of this policy may result in disciplinary action, up to and including termination of employment.

3.12 Employee's Use of Communication and Information Systems

A. Use of the Telephone

Personal telephone calls are to be kept to a minimum and of a short duration. This applies whether the telephone is provided by the School or by the employee. Excessive personal calls may result in disciplinary action, up to and including termination of employment.

B. Use of Phone While Driving

Any employee who must drive while on School business may not use text or e-mail devices or use a cell phone while driving unless the phone is equipped with a hands-free device. In any event, the employee must follow all applicable traffic laws and refrain from using such devices while driving where prohibited by law. If it is absolutely essential to use such devices, the car should be parked in a safe location while the driver is using the device.

C. Employee's Use of Communications, Information and Internet Systems, and Social Media Communications, Information and Internet Systems

The purpose of the Network and Internet Use Policy is to provide guidelines to all employees regarding the use of the School's computer network equipment and Internet access capabilities.

All employees of the School shall abide by this Policy. Any questions or comments regarding this Policy should be directed to the Administrator.

1. **Employee's Use of Social Media**

   Except as reasonably related to the School work of the employee or otherwise permitted by the employee's supervisor, and except for "reasonable personal use," employees are not permitted to create, maintain, amend, view, access, download, contribute to or store any form of Social Media on any School-supplied equipment or devices, whether at work or not. "Reasonable personal use" means that an employee's use of the School's network and internet-related systems respecting Social Media is permitted within reasonable limits only as long as such use does not in any manner interfere with or conflict with the employee's job duties or the mission or work of the School, and that the employee is responsible for exercising good judgment regarding the reasonableness of personal use.

   Social Media includes, but is not limited to, social networking sites like Facebook; X; blogs; forums; chat rooms; discussion boards; and video and photo sharing websites like YouTube, TikTok, and Instagram.

2. **Use of Social Media on personal time away from work**

   Employees who use social media on their personal time away from work are prohibited from posting any material or information that:

   a) Violates the privacy rights of another employee of the School.
   b) Intentionally or inadvertently discloses any confidential information of the School, its employees and/or its users.
   c) Comments on the future unreported plans or prospects of the School or any religiously affiliated entity.
   d) Criticizes or disparages employees of the School or the work of the School and any religiously affiliated entity.
   e) Uses or displays logos, graphics, or trademarks of the School or any religiously affiliated entity.
   f) Displays false or misleading information about the School, any religiously affiliated entity, employee or client.
   g) Displays any information that violates any policy of the School.
   h) Displays any content that purports to represent the position, viewpoint, statements, opinions, or conclusions of the School or any religiously affiliated entity, or employee.

i) Violates any law, such as laws that prohibit defamation, harassment, discrimination and retaliation.

Employees are prohibited from using the School's name to endorse or promote any product, commercial enterprise, opinion, cause or political candidate. If your post or entry identifies or mentions the School, you must also identify yourself by your real name and state in a prominent way that any entries or posts express your personal view and are not written by or on behalf of the School and do not represent the views of the School.

This policy applies to all Social Media, without regard to whether it is accessible by the public or requires a password.

Employees are personally responsible and legally liable for anything written, posted or presented on-line. Employees can be disciplined by the School for commentary, content, or images that are defamatory, proprietary, harassing, libelous, violate any School policy, or that can create a hostile work environment. Employees can also be held personally liable and can be sued by any individual, entity or School if the statements, contents or images are deemed to be defamatory, obscene, harassing, discriminating, retaliatory, violate privacy rights, create a hostile work environment, or include confidential or copyrighted information. The School is not responsible for protecting any employee from the consequences of any information posted by an Employee.

The School reserves the right to monitor any public postings on Social Media sites.

A violation of this policy may result in disciplinary action, up to and including termination of employment.

D. Ownership and Purpose of the School's Network and Internet-Related Systems

The School's network and Internet-related systems (including but not limited to computer equipment; hard drives; printers; peripherals; software and operating systems; and network and/or Internet-related accounts providing electronic mail ("e-mail"), World Wide Web ("www") browsing, newsgroup access, and/or file-transfer capabilities) are the exclusive property of the School. The School's network and Internet-related systems are to be used for business purposes in serving the best interests of the School and of our clients in the course of normal business operations. Subject to the restrictions herein and with limited exceptions, the School intends to provide all employees with access to the School's internal network. All employees with access to the School's internal network may be provided with an Internet e-mail address. Other types of Internet access, such as www browsing capabilities, will be made available to employees of the School with a demonstrated business need.

E. Policy Enforcement

To promote the efficient use and to avoid misuse of the School's network and Internet-related systems, employees are required to familiarize themselves with the contents of this Policy. The School's network administrators are responsible for protecting the School and its network and Internet-related systems from abuses of this Policy. Pursuant to this duty, the network administrators may take reasonable and appropriate action to protect the School and/or the integrity and security of the School's network and Internet-related systems. Failure to comply with this Policy may result in the termination of employment or other disciplinary action.

F. Privacy of Communications and Personal Information

Employee communications and personal information created or stored on the School's systems are not private. **Employees should be aware that all information created or stored on the School's network and Internet-related systems, including e-mail, is the property of the School, and usually can be recovered even though deleted by the employee.**

Despite security precautions, there is no absolutely fail-safe way to prevent employees or unauthorized users from improperly or illegally accessing stored files. The School cannot and does not guarantee the confidentiality of any personal information stored on the network. Personal information that is intended to remain confidential should therefore not be created or stored on the School's network.

G. Personal Use

Personal use of the School's network and Internet-related systems in compliance with this Policy is authorized within reasonable limits only as long as such use does not in any manner interfere with or conflict with employees' business duties or the mission or work of the School. Employees are responsible for exercising good judgment regarding the reasonableness of personal use. This Personal Use policy applies to use of School-provided equipment on the work site and off-work site, and to personally-provided equipment when used on the work site, such as personal computers, cell phones and the like, whether such use is Internet use, phone calling, texting, and the like.

H. Monitoring

The School reserves the right to monitor all network and Internet-related system use by employees for any reasonable purpose, and particularly to ensure proper working order, to assure appropriate use by employees, and to maintain the security and integrity of the School's information. The School may retrieve the contents of any communication or file stored on the School's systems. The School may access employee files, including archived material of present and former employees, without the employee's consent, for any purpose related to maintaining the security or integrity of the network, or protecting the rights of the School or other employees, or for any other reasonable purpose.

I. Intellectual Property Concerns

All employees should be aware that any information, software, or graphics available on the School's systems as well as on remote sites accessible via the Internet or otherwise may be protected by copyright and other intellectual property laws, regardless of whether a copyright or other notice appears on the work. Licensing agreements may control redistribution of intellectual property from the School's network and Internet-related systems or from remote sites. Duplication or transmission of such material may not be undertaken without express authorization from the School's network administrators.

J. System Integrity Concerns

No software of any type may be downloaded onto or otherwise installed on the School's network or Internet-related systems without express authorization from the School's network administrators. Employees are required to scan all authorized, employee-installed software applications for viruses using authorized procedures and software. Employees must never open, execute, or run software programs or any other files attached to unsolicited e-mail communications.

K. Security and Proprietary Information

The information stored on the School’s network and Internet-related systems is highly confidential. Employees are required to take all necessary steps to prevent unauthorized access to information stored on the School's network and Internet-related systems. Employees are expected to:

1) Keep their passwords secure and unknown to all other persons and refrain from sharing network or Internet accounts. Authorized employees are responsible for the security of their passwords and accounts. Passwords should be changed as prompted by the system. Authorized employees should take steps to prevent unauthorized access to their accounts by logging off or locking their work-stations when their computer will be unattended.

2) Use reasonable caution when sending confidential material over the Internet.

L. Restrictions and Prohibitions on Use and Access

All network and Internet-related activity, including e-mail communications and Internet access, should be conducted in a responsible and professional manner reflecting the Diocese and the School's religious nature and its commitment to honest, ethical and non-discriminatory practices. In furtherance of these goals the following restrictions and prohibitions apply to all employees:

1) Employees shall not access a computer account that belongs to another employee. Employees must use their own logon ID and password only, are responsible for all activity on their logon ID, and must report any known or suspected compromise of their logon ID or password to the network administrators.

2) Unauthorized attempts to circumvent data security schemes, identify or exploit security vulnerabilities, or decrypt secure data are prohibited.

3) Attempting to monitor, read, copy, change, delete or tamper with another employee's electronic communications, files or software without the express authorization of the other employee is prohibited. This prohibition does not apply to authorized School network administrators acting within the scope of their duties.

4) Knowingly or recklessly running or installing (or causing or allowing another to run or install) a program such as a "worm" or "virus" intended to damage or place an excessive load on any computer system or network is prohibited.

5) Forging the source of electronic communications, altering system data used to identify the source of messages or otherwise obscuring the origination of communications is prohibited.

6) Any use that violates federal, state, or local laws or regulations is prohibited.

7) Knowing or reckless interference with the normal operation of computers, peripherals, or networks is prohibited.

8) Connecting unauthorized devices or equipment to the School's network or computer equipment is prohibited.

9) Deliberate waste or excessive non-work-related use of computer or network resources, including bandwidth, disk space, and printer paper, or running or installing games or other unauthorized software on the School's computers is prohibited.

10) Using the School’s network or Internet-related systems to gain unauthorized or illegal access to any other computer system is prohibited.

11) The use of the School's network or Internet-related systems to access, transmit, store, display, or request obscene, pornographic, erotic, racist, sexist or other offensive material (including messages, images, video, or sound) is prohibited, including but not limited to use that violates the School's Workplace Harassment Policy (See Section 6.3).

12) Any statements about the School and/or its actual or alleged position on any issues, individuals or entities which are made in public or quasi-public forums such as newsgroups, bulletin boards or chat areas are prohibited, except for statements authorized by the Administrator.

13) Communications issuing from the School's network and Internet-related systems will necessarily contain data identifying the School as the originating source. Accordingly, individual employees should refrain from making any statements in personal e-mail or other non-business communications which may be attributed to the School. It is suggested that all personal and/or non-business communications originating from the School's network or Internet-related systems contain a statement reflecting that the information in the email or communication does not express the opinion or position of the School, and cannot be attributed to or made binding upon the School.

14) It is very likely that access to Internet and other external sites by the School's employees will be monitored by external entities without the knowledge or consent of the employee or the School. Accordingly, employees are further advised to consider that while they use the School's network and Internet-related systems they represent the School just as they would at an official School function or a public event. Visits to www sites and other Internet use may reflect upon the School and should be undertaken in a serious, businesslike manner.

15) Other than employees authorized to do so, employees shall not provide demographic, financial or other information regarding the School and/or the School's employees in response to any on-line surveys or questionnaires.

16) Employees are prohibited from using the School's network and Internet-related system to contractually bind the School in any manner.

17) The School's web pages and links made available to the public must be approved by and developed in cooperation with the network administrators prior to activation.

M. Disclaimer

The School will not be responsible for any misuse of the School's network or Internet-related systems. All liabilities, costs, expenses, obligations, etc., of any type whatsoever which are imposed on or incurred by employees as a result of their use of the School's network or Internet-related systems in a manner which violates this Policy are the sole responsibility of the employee.

3.13 Professional Memberships

Employees are encouraged to participate in and continue their professional development while employed by the Region. The Region may sponsor one membership in a job-related professional organization per exempt employee per year with pre-approval of the Regional Superintendent.

4.0 EMPLOYEE WAGES, REIMBURSEMENTS, BENEFITS AND LEAVES

4.1 Wage and Salary Policy and Procedures

A. **Compensation Policy**

All School positions are classified according to job level. Based on this level, each position will be assigned a salary range reflecting a minimum, midpoint, and maximum salary. Increases within the salary range may occur as a function of, among other things, market conditions and available School resources.

B. **Pay Matters**

1) **Pay Day**

Wages are normally paid on a semi-monthly basis. Pay periods shall extend from the first (1^{st}) to the fifteenth (15^{th}) of the month, and from the sixteenth (16^{th}) to the final day of the month. Payroll for these periods may bear an earlier date than the fifteenth (15^{th}) or the last day of the month so that they may be conveniently cashed by the employee.

2) **Automatic Pay Deposit**

Automatic pay deposit is required for an employee. This allows an employee to have his or her pay directly deposited into a bank account(s) of his or her choice. This may be arranged through the Payroll Office. Employees can access a pay advice directly from the payroll processing company.

C. **Employee Payroll Deductions**

1) Every employee must fill out and sign a Federal Withholding Allowance Certificate (IRS Form W-4) on or before the first day on the job. This form must be completed in accordance with federal regulations. The employee may fill out a new W-4 at any time when his or her circumstances change. Employees are expected to comply with the instructions on the W-4. Questions regarding the propriety of claimed deductions should be referred to the IRS.

2) The following mandatory deductions will be made from every employee's gross wages: federal income tax; social security tax (FICA); and applicable state, and local taxes for certain localities.

3) Each employee will receive an annual Wage and Tax Statement (IRS Form W-2) for the preceding year on or before January 31. An employee who believes that his or her deductions are incorrect for any pay period, or on the W-2, should check with the Payroll Office immediately.

4) Optional and voluntary deductions and contributions (e.g., certain medical insurance, 403(b) plan) are deducted per pay.

D. **Benefits**

Eligibility and qualification for any of the below-stated benefits are to be governed by the applicable benefit program and compliance with applicable procedures. Benefits may be added, withdrawn, or amended from time to time.

All employees receive:

Workers' Compensation and Social Security

All employees are covered by Workers' Compensation (work injury) protection as governed by the PA Bureau of Workers' Compensation.

Social Security & Medicare deductions and coverage in accordance with applicable federal law.

Unemployment Compensation Program

Participation in the Pennsylvania State Unemployment Compensation Program is provided to all employees. A deduction will be made from every employee's salary for coverage at the rate established by the Pennsylvania Unemployment Compensation Act.

All regular part-time and all full-time employees are entitled to receive:

Diocesan Group Life Insurance Program

Enrollment in the Diocese of Pittsburgh's Group Life Insurance Program is provided at no charge to all eligible employees. Life insurance benefit information is available from the Benefits Office.

Diocesan Retirement Program

Enrollment in the Diocese of Pittsburgh's retirement program is provided to all eligible employees after certain time and age factors are satisfied and in accord with other applicable requirements. Retirement program information is available from the Benefits Office.

Group Long-Term Disability Program

Enrollment in the Group Long-Term Disability Program is provided at no charge to all eligible employees after certain time and disability factors are satisfied. Long-term disability benefit information is available from the Benefits Office.

Death Benefits

If an employee dies while on the active payroll, his or her next of kin or estate will receive the employee's pay, which will be computed to the end of the pay period in which death occurred. All earned but unused vacation will be included in this payment. Life insurance, if the employee was eligible, will be paid to the beneficiary of record or the deceased employee's estate based on provisions of the Diocese of Pittsburgh's Group Life Insurance Program.

All full-time employees working an average of 30 hours per week per year (in accordance with the Affordable Care Act) are entitled to:

Group Health Insurance Coverage
Group health insurance coverage is available, upon request, to all "regular full-time" employees. Plan availability and employee contributions will be based upon the applicable program in effect. Contact the Benefits Office for current offerings.

The following are optional employee benefits which may be purchased by the employee:

Optional Employee Purchasable Benefits
Various benefit programs to supplement the benefits provided by the School are available for purchase by employees at their option and expense. The Diocese provides payroll deduction for the purchase of benefits. Some benefits may be deducted before taxes as provided by federal and state law. A complete listing of benefits is available from the Benefits Office. Availability will vary from time to time based on market conditions.

4.2 Minimum Wage and Overtime

The School complies with the Fair Labor Standards Act (FLSA), which establishes minimum wage and overtime pay provisions for non-exempt employees.

A. **Definitions**

1) **Regular Rate**
   a. **Hourly Personnel**: Straight-time hourly rate.
   b. **Non-Exempt Salaried Personnel**: Straight-time salary earnings divided by the number of hours or days actually worked.

2) **Hours Worked for Purposes of Overtime**
   "Hours Worked" include the time when an employee is present at the designated work site for the purpose of performing School business. Time off attributable to bereavement leave, sick days, personal days or any other time which is not actually worked shall not be considered when computing the number of "hours worked" for overtime purposes. However, authorized holy days, holidays and vacation days are considered "hours worked" for overtime purposes (See Section 4.5).

3) **Work Week**
   The work week is 12:01 a.m. Monday to 12:00 midnight Sunday.

4) **Time Records for Non-Exempt Part-Time Employees**
Employees are required to fill out accurate time sheets that are to be submitted to the supervisor within 2 days following the end of each work week period. The supervisor is required to send all time sheets to the Administrator or his/her designee for processing. Falsification of time records may result in disciplinary action, up to and including termination of employment.

B. **Overtime**

1) An employee is <u>exempt</u> from receipt of overtime pay consistent with the Department of Labor's Final Rule under the Fair Labor Standards Act's overtime pay requirements.

2) Non-exempt employees are entitled to overtime for all hours worked over forty (40) hours in a work week. The FLSA overtime rate is one-and-one-half of an employee's "regular rate" for all hours worked in excess of forty (40) hours during any work week.

   a. Overtime hours are to be approved by the immediate supervisor prior to the time they are worked by a non-exempt employee.

   b. If a non-exempt employee actually works in excess of forty (40) hours per week, the employee is to report all hours worked by Tuesday of the following week in which excess hours of work occurred to the appropriate person and to the Administrator. An employee will be compensated for all hours worked, including overtime hours, whether or not approved in advance. However, depending on the circumstances, an employee who works overtime without prior approval may be subject to disciplinary action.

   c. The supervisor of the non-exempt employee is to monitor effectively the hours of the employee to assure that only approved overtime hours are worked. An employee's offer to gratuitously "give" time to the organization is not permitted by the FLSA; if overtime hours are worked, they are to be paid.

   d. Overtime hours are determined on a work-week basis. Consequently, when an employee who regularly works 40 hours a week offers to make up time for hours not worked, the supervisor has to authorize the make-up time and is usually to direct that the make-up time be worked in the same work week as the time taken off to avoid the requirement of an overtime payment in a subsequent week.

   e. Until such time as weekly time reports are required to be submitted by all non-exempt employees, time records for <u>overtime</u> are to be submitted within two (2) days of the day on which overtime work occurred by sending the overtime report to Administrator. The Administrator will forward the overtime report to the Payroll Office for processing.

f. The Payroll Office is responsible for computing the amount of the overtime payment.

4.3 Reimbursement for Job-Related Expenses

Employees will be reimbursed for pre-approved reasonable expenses incurred in the performance of job-related duties. These expenses must be submitted for approval and reimbursement within ninety (90) days. Local transportation to and from meetings, parking and toll fees will be reimbursed according to applicable Regional policies. Commuting to and from an employee's home to his/her assigned office location is not reimbursable. When an employee uses his/her own vehicle for work-related travel, over and above the daily commute from home to his/her assigned office location, such travel shall be reimbursed at the stated rate announced periodically according to IRS rates. If an employee is required to travel from home directly to a third location on Regional business and then to work, the Regional will reimburse the employee for the difference between the mileage the employee normally drives to work and the total miles driven on business. With prior approval of the supervisor, the reasonable costs of attending meetings, conferences, or other official business also will be reimbursed upon submission of proper documentation supporting such expenses.

Falsification of expense reports or records will result in disciplinary action, up to and including termination of employment.

4.4 Employee Benefits

Employees who meet the applicable eligibility and qualification requirements, and otherwise comply with applicable procedures, are entitled to certain benefits under the Diocese of Pittsburgh's Benefit Plans as described above in Section 4.1D. The eligibility and other terms and conditions of each of these benefits are established herein and/or are governed by the applicable law, insurance policies and formal benefit plan documents, all of which set forth terms and conditions for eligibility and qualification.

Any employee with questions regarding any of the benefits should contact the Benefits Office.

4.5 Holidays

The Regional Office will provide a list of all paid holidays annually to all employees.

D.6 Military Leave; Return to Work

Military Leave/Veteran Re-employment Rights

The School will grant a military leave of absence to employees who are absent from work because they are serving in the active military service or other military capacity in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and the Pennsylvania Military Leave of Absence Act ("the Pennsylvania law").

You are requested to give your supervisor advance notice of upcoming military service, unless military necessity prevents advanced notice or it is otherwise impossible or unreasonable.

Military leave will be unpaid, but you may request payment of earned but unused vacation time and/or personal days. If salaried employees perform services for the employer in a week when they take military leave, that employee shall be paid for the entire week.

Continuation of health insurance benefits is available as required by USERRA and the Pennsylvania law and based on the length of the leave and subject to the terms, conditions, and limitations of the applicable plans for which the employee is otherwise eligible. To the extent health benefits are not governed and/or preempted by ERISA, health insurance and/or other benefits will be provided at the regular employee rate for the first thirty (30) days of military duty. Following the first thirty (30) days, the School will provide the option to continue health care coverage, at the employee's expense, at the same cost as was previously paid to provide coverage. The health care continuation coverage may be for a period of up to twenty-four (24) months beginning on the date of absence for military service.

Fringe benefit accruals, such as vacation, sick leave, or holiday benefits will be suspended during a military leave and will resume upon return to active employment.

USERRA places a 5-year limit (with some exceptions) on the cumulative length of time a person may voluntarily serve in the military and remain eligible for re-employment rights. Employees who are on military leave for up to 30 days must return to work on the first regularly scheduled work period after service ends, plus eight hours (allowing for reasonable travel time). Employees who are on military leave from 31 to 180 days must apply for reinstatement no later than 14 days after completion of service. Employees who are on military leave for 181 days or more must submit their application for reinstatement no later than 90 days after completion of service. Longer periods of time will be granted if necessary due to reasons that are not the fault of the individual. Failure to adhere to the above reinstatement application deadlines may be subject to disciplinary action up to and including termination of employment.

Upon return from military leave (depending on the length of military service in accordance with USERRA and the Pennsylvania law), upon proper request for reinstatement in accordance with applicable law, the employee will be placed either in the position the employee would have attained if he or she had remained continuously employed or in a comparable position, unless a change in circumstances makes it impossible, unreasonable, and/or would cause an undue hardship.

For the purpose of determining benefits that are based on length of service or seniority, an employee will be treated as if he or she had been continuously employed. If the employee is eligible to participate in a defined contribution plan, the following are available options:

(1) Continuing to pay into the fund during the period of military leave, as if the employee had remained actively employed while on leave. The Employer will make contributions on the same basis as used to compute the employee contributions. Time periods for making payments will be mutually agreed upon, but no less frequent than semi-annually.
~ OR ~
(2) Discontinuing payment into the fund during the period of military leave. The Employer will also discontinue making contributions during this period.

If option (2) above is chosen, and upon return to employment the employee desires to receive the benefits of option (1), he or she may do so upon complying with the following requirements:

(1) Within six months after returning to employment, the employee must give written notice to the plan of the desire to receive option (1)'s benefits.

(2) The employee must pay into the fund in an amount equal to the total payments that would have been made had option (1) been exercised. Payment can be spread out over a mutually agreed-upon time not to exceed a period longer than the military leave of absence.

(3) Then, the Employer will pay into the fund an amount equal to the total payments it would have made under option (1) and has the same time period as the employee to make the payment.

Questions about military leave should be addressed to the Administrator. See also Section 4.11, FMLA Leave.

D.7 Vacation Leave

Definitions

Regular Full-time Employee: A regular full-time employee is regularly scheduled to work forty (40) hours per week for twelve (12) months per fiscal year.

Regular Part-Time Employee: A regular part time employee is regularly scheduled to work less than forty (40) hours but at least twenty (20) hours per week for twelve (12) months, and at least one thousand (1,000) hours per fiscal year.

Those employees that work ten (10) months or less per fiscal year are explicitly excluded from vacation leave.

Vacation Cycle: July 1 through June 30, i.e., the fiscal year.

One week is five (5) days of normal work hours.

Procedure

1. Vacation benefits are based on the employee's anniversary date that occurs in the current fiscal year. See Section 1.12B. To be eligible to take vacation, the employee must be in active pay status.

2. In the case of a termination, the employee will be paid for vacation earned but not taken and will be charged-back for vacation taken but not earned. If any employee is advanced vacation time, before taking the advanced vacation time he or she will be required to sign an authorization for payroll deduction to permit the charge-back of vacation taken but not earned in the event that an employee terminates employment before earning the additional vacation time.

3. Regular part-time employees are entitled to a vacation benefit subject to a proration in accordance with actual hours worked during the prior fiscal year.

   Regular part-time employees who increase time worked from under twenty (20) hours per week to over twenty (20) hours per week will use the date the employee began working twenty (20) or more hours per week to determine vacation entitlement.

4. Employees are encouraged to use vacation time and will not be paid for unused vacation in any one fiscal year. With the approval of his or her immediate supervisor, an employee may carry up to five vacation days over into the next fiscal year. If an employee is carrying vacation days over into the next year, the employee's supervisor must notify the Administrator of the employee's name and the number of days being carried over into the next year by January 15th of that year. Any unused vacation time in excess of five (5) days will be lost if not used by the end of the year.

5. Non-regular employees are not eligible to earn paid vacation time. Any employee who is not entitled to paid vacation may request, in writing, prior permission from his or her supervisor to take up to two (2) weeks of unpaid vacation time. The granting of such permission is contingent upon, and in accordance with, the needs of the relevant Office or Department and is to be also given in writing.

6. Vacation entitlement is administered by the Administrator.

7. The employee's supervisor is responsible for scheduling vacations. Employees are responsible for planning ahead for vacation and working out a complete schedule with their supervisor. In determining whether or not to approve a request for vacation time, the supervisor will consider the business needs of the department and staffing levels. Normally, two (2) weeks' advance notice of vacation is expected and necessary to ensure scheduling of work. Employees who desire to take more than two (2) weeks of vacation at one time should give their supervisor at least one month's advance notice. When vacation time of an employee has been approved, it should not be changed, except for serious reasons.

   The schedule for paid vacation entitlement is as follows:

Anniversary Date (in Fiscal Year)	***Paid Vacation Entitlement (as of July 1 of Fiscal Year)*** ***Employee***
Prior to 1st Anniversary and after 6 months	5 workdays
1st through 5th	10 workdays
6th through 10th	15 workdays
11th through more	20 workdays

Vacation time may be split by weeks, days, or half days as long as notice of the intention request to take vacation is given in advance to and approved by the employee's immediate supervisor.

D.8 Sick Leave; Return to Work

1. Each regular full-time employee is eligible to earn paid sick leave of one day for each completed monthly work period. Regular part-time employees are entitled to paid sick leave in a prorated (relevant to hours worked) amount each month. Regular full-time or regular part-time "provisional" employees are eligible to earn paid sick leave on the same basis as non-provisional regular full-time or regular part-time employees earn. Consistent with the City of Pittsburgh and Allegheny County Paid Sick Leave Act, non-regular employees are eligible to accrue one (1) hour paid sick time for every thirty-five (35) hours worked, up to a maximum of forty (40) hours per year or five (5) days. Provisional non-regular employees are eligible to earn paid sick leave on the same basis as non-provisional, non-regular employees earn.

Each regular full-time employee who has completed at least a full year of employment as of June 30 is eligible for a total of ten sick days and two personal days of leave as of July 1 of the following year.

2. Sick leave may be utilized by an employee in the event of:
   a. illness, injury, or exposure to contagious disease endangering others;
   b. illness or injury in his or her immediate family, which necessitates his or her absence from work;
   c. necessary doctor and dentist appointments, which cannot be scheduled during non-work hours; or,
   d. any other similar absence that is approved by the employee’s supervisor.

3. **As specified in the School FMLA policy, all available paid sick leave (including the two days available for personal days) must be used before FMLA leave is used, to the extent that FMLA leave is being used for the employee’s sick leave related matters. See Section 4.11, FMLA Policy.**

4. Any employee taking sick leave (whether full or partial days) or personal days is required to report off and complete an absence report as follows:

   a. Where an entire day or the morning is to be taken, the employee must notify his or her supervisor or the supervisor’s supervisor before the start of the day and, in any event and absent unforeseen circumstances, no later than two (2) hours after the start of the day of the taking of the leave, and each day thereafter, unless other procedures are agreed to apply regarding notice. If the supervisor or supervisor’s supervisor is unavailable, the employee may leave a voice mail message but must call back again during the same business day and speak directly to the supervisor or the supervisor’s supervisor.

   b. Where a partial day is to be taken in the afternoon, the notification is to occur, absent unforeseen circumstances, before the start of the day.

   c. The employee is to complete for each absence an absence report form that is to be submitted to the Administrator. The absence report is due for each day taken as sick or personal days unless other, more specific procedures apply. The absence report is to be submitted to the Administrator within five (5) business days of the absence. Unexcused absences of less than one-half day duration must be addressed by the supervisor(s).

   d. Failure to speak directly with the employee's supervisor or the supervisor's supervisor after three (3) days of continuous absence may result in termination due to abandonment of employment.

   e. An employee on leave is to regularly communicate with his or her supervisor concerning his or her anticipated return to work date.

f. In addition to completion of the absence report, the employee is to maintain a timely, accurate and complete attendance record of time taken as sick or personal days in accordance with the applicable policies and procedures.

5. The employee may be required to provide medical substantiation of any time and for sick leave. Such medical substantiation is required when the employee is absent for three or more consecutive working days. If the time off is also FMLA leave, the employee must also follow the appropriate FMLA policy and procedures. See Section 4.11.

   If the time off is necessary as a reasonable accommodation of a disability, the employee must also follow the appropriate procedures relating to Disability and Reasonable Accommodation. See Section 4.9 Disability and Reasonable Accommodation Policy.

6. Both the employee and the applicable supervisor are responsible for submitting to the Administrator an accurate, timely and complete attendance record of time taken annually in accordance with the applicable procedures. The record is to be maintained as part of the Human Resources file of the employee.

7. Work-related injuries and illnesses that result in an employee's absence are handled in accord with Pennsylvania Workers' Compensation Laws. Absences due to work-related injuries and illnesses may also be covered under Disability/Reasonable Accommodation policies or FMLA. See Sections 4.9 and 4.11.

   Any employee who has been absent from work for over fourteen (14) consecutive calendar days due to illness or injury must obtain a doctor's release to return to work. To the extent that the employee will need a reasonable accommodation to perform the essential functions of his or her job, the employee should follow the procedures specified in the Disability and Reasonable Accommodation Policy. See Section 4.9, Disability and Reasonable Accommodation.

8. For Regular Full-time and Part-time employees, sick leave may be accumulated year to year, subject to a cap, for use in an extended illness, injury or to cover any time off due to disability, including time off when the employee is disabled due to pregnancy or childbirth. Sick leave is capped at a maximum of one hundred (100) workdays, which is twenty (20) work weeks. For Non-Regular employees, sick leave is capped at a maximum of forty (40) hours of sick leave.

9. A current employee who has already accumulated the maximum allowable accumulated sick leave of one hundred (100) workdays may keep those days accumulated beyond the maximum allowable number of accumulate sick-leave workdays as a "grandfathered amount" as follows:

a. The employee receives but cannot accumulate more sick leave workdays until the grandfathered amount reduces to below one hundred (100) workdays of sick leave; and,
b. When the number of available sick leave workdays falls at or beneath the maximum of one hundred (100) workdays, then the employee can begin again to accumulate sick leave workdays, but in no event can the accumulation then exceed a total maximum of one hundred (100) workdays of sick leave.

10. Unused sick leave time can only be used during active employment. An employee loses any unused sick leave time if that sick leave time is not used by the date that an employee terminates employment for any reason.

Consistent with the City of Pittsburgh and Allegheny County Paid Sick Leave Act, an employee who is rehired within six (6) months following separation from employment with the School shall have up to a maximum of five (5) previously accrued sick leave days reinstated and available for use at the time of recommencement of employment.

D.9 Disability; Reasonable Accommodation

The Americans with Disabilities Act (ADA) requires the School to provide reasonable accommodations to a person with a disability if the reasonable accommodation would not cause an undue hardship for the School.

If the employee is a qualified individual with a disability and would like to request a reasonable accommodation to allow the employee to perform the essential functions of the job (including, but not limited to, a modified schedule or leave), the employee is to submit the request in writing to the employee's supervisor or to the Administrator.

The School will engage in an interactive process with the employee and/or his or her treating medical professional(s) to determine if there is a suitable reasonable accommodation available that will not impose an undue hardship on the School. The employee will be required to provide medical substantiation of the need and type of the reasonable accommodation sought using the ADA Medical Assessment Form in Appendix 4.9.

The ADA Medical Assessment Form is returned directly to the employee not to the School. The employee may also be required to sign a medical release to allow the School to obtain medical information from his or her medical provider and/or have an independent medical examination, concerning any disability and reasonable accommodation sought.

Under the Pregnant Workers Fairness Act (PWFA), the School will provide reasonable accommodations to employees with limitations related to pregnancy, childbirth, or related medical conditions, unless the accommodation will cause undue hardship to the School's operations.

An employee may request an accommodation due to pregnancy, childbirth, or a related medical condition by contacting the Administrator. The accommodation request should include an explanation of the pregnancy-related limitations, the accommodation needed and any alternative accommodation(s) that might be reasonable. Although the School is not required to seek medical information from the employee's health care provider, the School may seek information from the employee's health care provider under limited circumstances. The School may not require that the employee seeking the accommodation be examined by a health care provider selected by the School.

While pregnancy is not a disability under the ADA, some pregnancy-related conditions may be disabilities under the law. An employee may request an accommodation under the ADA by contacting the Administrator.

D.10 Paid Family Leave

The School provides six (6) weeks for maternity leave to allow for the recovery of the birthing mother. Two (2) weeks are provided for paternity leave. Two (2) weeks are provided for the adoption of a child. Family leave is limited within the first three months after the birth or adoption of a child.

D.11 Family and Medical Leave Act (FMLA) Leave

A. The Family and Medical Leave Act (FMLA) requires covered employers to provide up to twelve (12) weeks, or twenty-six (26) weeks, of unpaid, job-protected leave to "eligible" employees for certain family and medical reasons.

1. **Eligibility**

   To be eligible for FMLA leave, an employee must have been employed by the School for at least twelve (12) months and must have worked at least 1,250 hours during the twelve (12)-month period preceding the beginning of the leave. The School uses the "rolling method," which means that it will measure the twelve (12)-month period backward from the date the employee's second FMLA leave is scheduled to begin.

2. **Reasons for taking leave**

   Employees are eligible for FMLA leave for the following reasons:
   - For the birth of an employee's child;
   - For the placement of a child for adoption or foster care with an employee;
   - To care for the employee's spouse, son or daughter, or parent, who has a serious health condition;
   - For a serious health condition that makes the employee unable to perform the functions of the employee's job; or
   - For a "qualifying exigency," as defined below.

A. "**Qualifying exigency" leave:** "Qualifying exigency" leave allows families of active duty family members to manage their affairs while they are on active duty or called to active duty status. Family members may use all or part of the regular allotment of twelve (12) weeks of FMLA leave. A "qualifying exigency" includes: (1) short notice deployment; (2) military events and related activities; (3) childcare and school activities; (4) financial and legal arrangements; (5) counseling; (6) rest and recuperation (up to five days); (7) post-deployment activities; and (8) any additional activities not listed but agreed to by the employer and the employee.

B. **"Military caregiver" leave:** The FMLA also provides "military caregiver leave" for eligible employees who are family members or next of kin of covered service members up to twenty-six (26) weeks of leave in a single twelve (12)-month period to care for a service member who has a serious illness or injury that was incurred in the line of duty while on active duty. This type of leave also permits eligible employees to take leave to care for veterans who are undergoing medical treatment, recuperation or therapy for a serious injury or illness that occurred in the line of duty during the previous five years. The twenty-six (26) weeks of military caregiver leave is provided for each service member and for each illness or injury incurred.

3. **Eligible spouses-employees**

Eligible spouses who are both employed by the School are entitled to a combined total of twelve (12) weeks' leave (rather than twelve [12] weeks each) in any twelve (12)-month period for the birth or care of the employees' child, for the placement in adoption or foster care of a child and care after placement, or for the care of a relative with a serious health condition.

Eligible spouses who are both employed by the School are entitled to a combined total of twenty-six (26) weeks (rather than twenty-six [26] weeks each) in any 12-month period to care for a service member who is the spouse, child, parent or next of kin of the eligible employee. Eligible spouses who are both employed by the School are entitled to a combined total of twenty-six (26) weeks leave in any twelve (12)-month period for a combination of FMLA leave to care for an injured service member and any other type of FMLA leave.

4. **Conditions of taking FMLA leave**

An employee who takes FMLA leave because of a serious health condition that makes the employee unable to perform the functions of the employee's position may not engage in outside employment while on FMLA leave.

Any employee who fraudulently obtains FMLA leave is not protected by the FMLA or its job restoration or maintenance of health benefits provisions. In addition, the School will take all available appropriate disciplinary action against such employee due to such fraud.

AN EMPLOYEE WHO TAKES FMLA LEAVE IS TO FIRST USE APPLICABLE ACCRUED PAID LEAVE, e,g., SICK LEAVE, PERSONAL DAYS AND VACATION TIME, BEFORE USING UNPAID FMLA LEAVE. THE EMPLOYEE MAY RESERVE UP TO FIVE (5) VACATION DAYS WITHIN A FISCAL YEAR WITH APPROVAL OF THE ADMINISTRATOR. THE FMLA LEAVE WILL RUN CONSECUTIVELY TO THE USE OF ALL OF THE APPLICABLE ACCRUED PAID LEAVE.

Employees who are eligible for FMLA leave may also be eligible for payment during this time under the disability policy in the School benefit plan. If eligible for payment under the disability policy, it will run concurrently with an employee's FMLA leave. However, payment under the School disability policy is dependent on the terms and conditions stated in the policy. Please review the plan document and consult with the Administrator for more details.

5. **Request for FMLA Leave**

A. Employees requesting FMLA Leave must provide the School at least thirty (30) days advance notice before FMLA leave is to begin if the need for FMLA leave is foreseeable based on an expected birth, placement for adoption or foster case, or planned medical treatment for a serious health condition of the employee or family member. The request for FMLA leave should:

- Be in writing;
- Set forth the reason for the requested leave;
- Contain the anticipated duration of the leave; and
- Designate the expected start date of the leave.

If thirty (30) days advance notice is not practicable, such as because of the lack of knowledge of approximately when leave will begin, a change in circumstances, or a medical emergency, notice must be given as soon as possible and practical, taking into account all of the facts and circumstances in the individual case. This means that employees must use customary call-off procedures for reporting absences unless unusual circumstances prevent doing so.

B. In those cases where an employee has not designated an absence/leave as FMLA leave and the School receives information indicating that the employee's absence/leave may be for FMLA-covered reasons, the School reserves the right to designate such absence/leave as FMLA leave, and to count that time toward the employee's total twelve (12)-

week, or twenty-six (26)-week, entitlement of FMLA-covered leave.

C. In such a circumstance described in B., the School may require the employee to have certification completed by a health care provider to confirm that the leave is for a FMLA-covered reason.

1. **Required Certification:**
The School will require certification to support FMLA leave. The Administrator will provide each employee who may qualify for FMLA leave with an appropriate form requesting certification concerning the need for the employee's absence. The employee must return the certification form to the Administrator within a *reasonable* time period (*normally* fifteen [15] calendar days after the employee receives the School's certification form).

   - Failure of an employee to return the certification form on a timely basis in cases of foreseeable leave may delay the taking of FMLA leave.
   - Failure of an employee to return the certification form on a timely basis in other cases may delay the continuation of FMLA leave.
   - Failure of an employee to return the certification form at all will result in the loss of all FMLA benefits and protections, because the leave will not be considered a FMLA leave.
   - Upon return of an incomplete or insufficient certification form, the School will inform the employee in writing what additional information is necessary to make the certification complete and sufficient.

   The School will allow the employee seven (7) additional calendar days to cure any deficiencies. Additional time will be given only if it is not practicable under the particular circumstances despite the employee's good faith efforts. Failure to cure deficiencies in the certification may result in the denial of FMLA leave. A certification that is not returned is not considered incomplete or insufficient, but constitutes a failure to provide certification.

2. **Possible Recertification:**
If the minimum duration of the period of incapacity furnished by the health care provider is more than thirty (30) days, no re-certification will *normally* (see exceptions set forth below) be required until the minimum initial period of incapacity has passed. Recertification will also not normally be required if leave is on an intermittent or reduced leave schedule basis unless the minimum period specified on the original certification as necessary for such leave and treatment has passed. The School reserves the right, however, to request recertification every six (6) months in connection with an

absence. The School further reserves the right to request subsequent and/or additional certification of FMLA leave where:

- The employee requests an extension of FMLA leave;
- Circumstances described by the previous certification have changed significantly;
- The School receives information that casts doubt upon the employee's stated reasons for the absence; or
- The School has reason to question the appropriateness of the leave and/or its duration.

3. Where the employee's need for FMLA leave is due to the employee's own serious health condition or the serious health condition of a covered family member and the serious health condition lasts beyond a single leave year, the School may require the employee to provide new certification in each subsequent leave year.

4. The School may require certification for employees taking FMLA leave because of a qualifying exigency or to care for a covered service member. In such a case, a certification form will be given to the employee, which is different than the form given to employees seeking other types of FMLA leave.

5. The School may require a second medical opinion at its own expense by a health care provider designated by the School (but who is not employed on a regular basis by the School) if it doubts the validity of a certification. If the first and second opinions differ, the School may require the opinion of a third health care provider. The third health care provider must be approved jointly by the School and the employee, and must be paid for by the School. The opinion of the third health care provider will be final and binding on the School and the employee. Pending receipt of the second (or third) medical opinion, the employee is provisionally entitled to FMLA leave. The employee is not entitled to be paid for the time, but will be reimbursed for reasonable out-of-pocket travel expenses incurred in acquiring the certifications. The employee may also request a copy of the second (or third) medical opinion. If the certifications do not ultimately establish the employee's entitlement to FMLA leave, the leave will not be designated as FMLA leave and may be treated as paid or unpaid leave by the School under its other applicable policies.

D. **Intermittent or Reduced Schedule Leave**

Leave may be taken on an intermittent or reduced-leave schedule under certain circumstances.

- Intermittent leave is FMLA leave taken in separate blocks of time due to a single qualifying reason.

- A reduced leave schedule is a leave schedule that reduces an employee's usual number of working hours per work week, or hours per work day. A reduced leave schedule is a change in the employee's schedule for a period of time, normally from full-time to part-time.

Eligibility for intermittent or reduced schedule leave will be determined as follows:

1. **Intermittent/Reduced Schedule Leave after the Birth or Placement of a Child for Adoption or Foster Care**
   When leave is taken after the birth or placement of a child for adoption or foster care, an employee may take leave intermittently or on a reduced schedule leave only if the School agrees. If, however, a mother has a serious health condition in connection with the birth of her child or if the newborn child has a serious health condition, School agreement is not required and such leave may be taken as long as proper certification of the necessity of such leave is provided.

2. **Intermittent/Reduced Schedule Leave for Serious Health Condition**
   Leave may be taken intermittently or on a reduced schedule leave when medically necessary for planned and/or unanticipated medical treatment of a related serious health condition under the supervision of a health care provider, or for recovery from treatment or recovery from a serious health condition. In addition, intermittent leave may be taken to provide care or psychological comfort to an immediate family member with a serious health condition. Finally, intermittent leave may be taken because of a qualifying exigency. Examples of such leave include:

   - Where treatment for the serious health condition is required periodically, rather than for one continuous period of time, and may include leave periods ranging anywhere from an hour or more to several weeks.
   - Where the employee or family member is incapacitated or unable to perform the essential functions of the position because of a chronic or serious health condition even if he or she does not receive treatment by a health care provider.

3. When intermittent or reduced leave schedule is requested, the employee must attempt to work out a schedule with the School that meets the employee's needs without unduly disrupting the Employer's operations, subject to the approval of the health care provider. Where leave is taken on an intermittent or reduced leave

schedule basis, the School reserves the right to limit such leaves to the shortest period of time (one hour or less) that the School payroll system uses to account for absences or leave.

Further, where intermittent or reduced schedule leave is requested, the School may require the employee to transfer temporarily (during the period the intermittent or reduced schedule leave is required) to an available alternative position that better accommodates recurring absences or to a part-time schedule (provided that the employee is not required to take more leave than is medically necessary by virtue of such transfer). The alternative position will have equivalent pay and benefits, but will not necessarily have equivalent duties.

4. In cases of intermittent or reduced schedule leave, the amount of leave used toward an employee's total twelve (12)-week FMLA entitlement will be determined on a pro-rated basis by comparing the employee's former normal schedule with the new FMLA leave schedule.

5. Only the amount of leave actually taken may be counted against an employee's FMLA leave entitlement. Where an employee takes FMLA leave for less than a full workweek, the amount of FMLA leave used is determined as a proportion of the employee's actual workweek. The amount of FMLA leave taken is divided by the number of hours the employee would have worked if the employee had not taken leave of any kind (including FMLA leave) to determine the proportion of the FMLA workweek used. For example, an employee who normally works 40 hours a week but works only 30 hours in a week because of FMLA leave would use one-fourth of a week of FMLA leave. The employer may convert the FMLA leave usage into hours so long as it fairly reflects the employee's actual workweek.

   Time that an employee is not scheduled to report for work may not be counted as FMLA leave. If the employer temporarily stops business activity and employees are not expected to report for work for one or more weeks, the days the employer's business activities have stopped do not count against the worker's FMLA leave.

E. **Delay/Denial of FMLA Leave**

The School may delay and/or deny FMLA leave under the following circumstances:

- Where the employee fails to give timely advance notice when the leave for FMLA is foreseeable, the School may delay the taking of FMLA leave until thirty (30) days after the date the employee provides notice to the employer of the need for FMLA leave;

- Where an employee fails to provide in a timely manner a requested certification to substantiate the need for FMLA leave due to a serious health condition, the School may delay continuation of FMLA leave until the employee submits the certification; or
- Where an employee never provides requested certification to substantiate the need for FMLA leave due to a serious health condition, the leave is not FMLA leave.

6. **Job Protection and Health Benefits During FMLA Leave**

While on approved FMLA leave, eligible employees will have health benefits maintained through the School's group health plan as if the employee had continued to work instead of taking the leave. Employees who are granted an approved FMLA leave must arrange to pay their share of premiums to the School in their absence.

- If the leave is paid, the premiums may continue to be paid through payroll deductions. If the leave is unpaid, employees are responsible for making sure the School receives premium payments by the normal payroll dates.

Employees on FMLA leave may be required to periodically report their status, intent and ability to return to work. Employees are requested to notify the Administrator at least two (2) weeks in advance of their anticipated return to work date so that their availability for work can be included on the applicable work schedule.

7. **Return to Work; Return from FMLA Leave; Use of FMLA Leave**

A. Where an employee has taken FMLA leave for his/her own serious health condition that made the employee unable to perform his/her job, the employee may be required to obtain and produce certification of his/her ability to return to work and undergo a fitness for duty examination that specifically address the employee's ability to perform the essential functions of the specific job. This requirement will only be imposed where all similarly situated employees in the job classification are required to undergo such examination before returning to work from workers' compensation, disability or FMLA leave. The fitness for duty certification for return from FMLA leave will only be sought concerning the particular health condition that caused the employee's need for FMLA leave. If a reasonable job safety concern exists, the School may require a fitness for duty test before an employee returns from intermittent leave.

B. Upon return from FMLA Leave, the School will attempt to restore the employee to his/her original or equivalent position with equivalent pay, benefits, and other employment terms. The employee will have no greater right to reinstatement and to other benefits and conditions of employment than if the employee had been continuously employed during the FMLA leave period.

C. **Use of FMLA Leave**
The use of FMLA leave cannot result in the loss of any employment benefit that was earned prior to the time of an employee's leave. However, employees on FMLA leave will not continue to accrue seniority, vacation days, sick days, or retirement benefits during the period that they are not working while on FMLA leave.

If at the conclusion of the twelve (12) weeks of FMLA leave the employee is unable to return to work, the employee no longer has the protections of the FMLA. However, in certain situations where the employee's own serious health condition also constitutes a disability within the meaning of the Americans with Disabilities Act (ADA), the employee may request extended leave or other reasonable accommodation in accordance with the ADA. Please contact the Administrator for details. See Section 4.9.

8. "Key Employee" Exception
Under the FMLA, a "key employee" is defined as a salaried FMLA-eligible employee who is among the highest paid ten (10%) percent of all the employees employed by the School within seventy-five (75) miles of the employee's worksite. Under the FMLA, the School is permitted to deny reinstatement to key employees if it in good faith determines that substantial and grievous economic injury will result if a key employee is reinstated.

A key employee will be given written notice at the time he/she gives notice of the need for FMLA leave (or at the time the leave commences, if earlier) that he/she qualifies as a key employee. The School will also inform the employee of the potential consequences with respect to reinstatement and maintenance of health benefits if the School determines that substantial and grievous economic injury to the School's operations would result if the employee is reinstated from FMLA leave.

Once the School makes a good faith determination, based upon the facts available, that substantial and grievous economic injury will result if the employee is reinstated at the end of FMLA leave, the School will notify the employee in writing by delivery in person to the employee or by certified mail:

- Of its determination;
- That it cannot deny FMLA leave;
- That it intends to deny restoration to employment on completion of FMLA leave;
- The basis of its findings that substantial and grievous economic injury

will result; and

- (If FMLA leave has already commenced) That it will provide the employee a reasonable time to return to work (taking into account the circumstances, such as the length of leave and the urgency of the need for the employee to return).

If the key employee does not respond to or return to work following the School's notice, the key employee may still request reinstatement at the end of the leave period. The School will then again determine whether there will be substantial and grievous economic injury from reinstatement, based upon the facts at that time. If it is determined, based upon the facts available, that substantial and grievous economic injury will result if the key employee is reinstated at the end of FMLA leave, the School will notify the employee in writing by delivery in person to the employee or by certified mail of the denial of restoration.

D.12 Bereavement Leave

Unless otherwise permitted in writing by the supervisor of the employee, in the event of a death of an employee's parent, spouse, or child, including miscarriage, said employee shall be entitled to take a leave at full pay for up to five (5) school days.

In the event of a death of an employee's brother, sister, parent-in-law, grandparent, grandchild, or other relatives of the household, said employee shall be entitled to take leave at full pay for up to three (3) school days.

In the event of the death of an employee's brother-in-law, sister-in-law, daughter-in-law, son-in-law, aunt, uncle, niece, or nephew, that teacher shall be entitled to take a leave at full pay for one (1) day.

Employees taking bereavement leave may be required to provide substantiation of the reason for the leave.

D.13 Work-Related Injuries or Illness; Workers' Compensation

Employees must report work-related injuries and illnesses immediately to the Administrator. See Section 4.11 for policies and procedures respecting Family and Medical Leave.

1. Any work-related injury or illness must be reported immediately to the Administrator, either by the injured party or their immediate supervisor. An accident report must be completed.

2. If an employee is off work due to a work-related injury or illness for longer than seven (7) calendar days, then the employee is eligible for Workers' Compensation wage loss benefits. The employee's salary should be

discontinued immediately after the employee has been off for seven (7) calendar days and has begun receiving Workers' Compensation wage loss benefits. Sick days will not be docked for missed time due to an accepted work-related injury.

3. An employee with a work-related injury or illness that is covered by Workers' Compensation is entitled to the payment of related reasonable surgical and medical services rendered by a physician or other health care provider. Medicine, supplies, hospital treatment and services, orthopedic appliances, and prostheses are also covered for as long as they are needed.

   An employee's regular health care benefits will continue to be paid by the School for the first ninety (90) calendar days. After ninety (90) calendar days, the employee, if previously enrolled, may continue to participate in the group health insurance program, at his/her own expense, for a maximum of twenty-four (24) months. The employee must notify the Benefits Office of his/her intention to continue on the group plan prior to the end of the elimination period. The monthly premium cost must be received by the Benefits Office no later than the first working day of the month. If payment is not received, the Benefits Office has the right to cancel the group health insurance immediately.

4. After ninety (90) calendar days, the employee will be classified as inactive. While classified as inactive, he or she will not be entitled to accrue sick and personal days, vacation days, or count years of service toward their vested pension.

5. School Staff employees absent from work because of an work-related illness or injury that is covered under the Pennsylvania Workers' Compensation Act, including injuries caused by an attack during the performance of any assigned duties, shall be paid the difference between his or her salary and benefits received under the Pennsylvania Workers' Compensation Act for the duration of such absence while on temporary total disability, but not to exceed six (6) months.

5.0 TERMINATION OR CESSATION OF EMPLOYMENT

5.1 Disciplinary Action/Termination of Employment

An employee may be disciplined or dismissed for unsatisfactory work performance, excessive absenteeism or tardiness, insubordination, violation of the Code of Pastoral Conduct, violation of Diocesan or School policies, or other types of inappropriate behavior. It is impossible to list all types of conduct that may lead to disciplinary action or termination of employment. The School reserves the right to issue the level of disciplinary action it deems appropriate under the circumstances.

In some situations, immediate dismissal may be appropriate, with or without prior warning. In other cases, dismissal may occur after the employee has failed to comply with the directives set out in a warning. The warning generally will be in writing and will contain required performance or behavioral changes or adjustments.

In appropriate cases, the employee will be given an opportunity to improve performance or conduct. In such case, the warning statement is to be signed by both the employee and the immediate supervisor and a copy is to be placed in the employee's personnel file. Should the employee refuse to sign said warning statement, a copy will still be given to them after receiving a warning thereof. See also Section 3.7.

A. **Dismissal**

Under appropriate circumstances, at the sole discretion of the School, an employee may be subject to immediate termination from employment. Although it is impossible to provide an exhaustive list of the types of conduct that will lead to immediate termination from employment, the reasons for immediate dismissal include, but are not limited to, one or more of the following:

1) Insubordination or intimidation;
2) Refusal or significant inability to work cooperatively with the supervisor and/or the staff;
3) Severe or repeated misconduct, or violation of Diocesan or School policies;
4) Reporting for work in a condition unfit for duty, such as reporting to work while using, possessing or under the influence of alcohol or drugs;
5) Theft, misappropriation or improper handling of property or funds belonging to the School, employees, visitors or guests;
6) A violation of School policies dealing with honesty or trustworthiness (e.g., accepting gifts or bribes for services rendered, altering, removing or destroying records, failure to respect confidentiality of records and information, falsification of records or reports, etc.);
7) Certain conduct in violation of the policies against workplace harassment or discrimination;
8) If the Employee engages in any conduct in or out of the workplace which, in the judgment of the Employer, constitutes serious or public immorality, sacrilege, lewd conduct, endangerment of health or safety, abusive conduct, public scandal or rejection of, or the holding up to doubt or question of the official teaching, doctrine or laws of the Catholic Church, the employee may be dismissed by the Employer without prior notice. (See Sections 1.2, 1.3, 3.7, 6.10, and 6.11.)

B. **Non-Disciplinary Termination from Employment**

Notice of involuntary termination of employment for other than disciplinary reasons generally will be given to the affected employee at least ten (10) working days before his or her employment will cease. The School will mirror the Federal Law or as such time required by applicable Federal Law whichever is longer.

If reorganization or reduction in staff becomes necessary, criteria for retention and dismissal will be based upon an employee's performance, ability, qualifications, and service record, as determined by the Employer.

5.2 Resignation

Employees are requested to give their supervisor the professional courtesy of at least two weeks of advance notice in writing of the intent to terminate. Unless a shorter time is permitted in writing by the employee's supervisor, the minimum time requested for such notice is two weeks for all employees, exempt and non-exempt.

5.3 Retirement

The School does not have a mandatory retirement age. Employees should refer questions relative to the pension plan provisions to the Benefits Office. The formal plan documents govern eligibility and other terms and conditions of the plan.

5.4 Exit Interview

An employee leaving the employ of the School may be interviewed by the Regional Superintendent or his/her designee. If the interview occurs, the interview will take place before the last day of employment. The employee may decline to be interviewed.

6.0 <u>ADMINISTRATION</u>

6.1 Administration of the Policies

The Administrator has the responsibility for the administration of the policies contained in this Manual. The Administrator and/or his/her designee(s), are responsible for interpretation of the policies.

6.2 Human Resources Records

Human resources records will be maintained for the employees in a confidential manner. Employees (or their designated representatives) may review, but not copy, their personnel records one time a year upon request to the Administrator.

Employee medical records are to be kept in a separate, locked file with limited access and are not to be viewed by supervisors unless the supervisor is considering an employee's request for a reasonable accommodation.

6.3 Statement of Equal Employment Opportunity; Policy Against Discrimination and Harassment; Procedures for Complaint

A. **Equal Employment Opportunity Statement**. As stated in Section 1.1, the School is committed to assuring equal opportunity in the areas of recruitment, employment, training, development, transfer, promotion and other terms and conditions of employment without regard to race, color, religion, sex, age, disability, national origin, or other status protected by law except where such classification, as well as ordination, is a *bona fide occupational qualification* or a matter of Church law or discipline.

B. **Policy Against Discrimination and Harassment; Procedures**. The School is firmly opposed to any form of unlawful discrimination or harassment in the workplace. Specifically forbidden is unlawful discrimination or harassment based on race, color, religion, gender, national origin, age, disability or any other legally protected status. Not only are discrimination and harassment offensive to the individual, they are offensive to the values of the Gospel and the Church's teachings on the dignity of the human person. Employees should be able to work in an atmosphere free of discrimination and harassment. See also Section 1.1.

C. **Definition of Harassment**

For purposes of definition, harassment is verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his/her race, color, religion, gender, national origin, age, disability or any other legally protected status, or because that person has complained about discrimination, filed a charge of discrimination, or participated in an employment discrimination or harassment investigation or lawsuit. Harassment includes conduct that has the purpose or effect of creating an intimidating, hostile or offensive work environment; has the purpose or effect of unreasonably interfering with an individual's work performance; or otherwise adversely affects an individual's employment opportunities.

Harassment can take the form of slurs, graffiti, offensive or derogatory comments, bullying, or other verbal or physical conduct. Although the law does not prohibit simple teasing, offhand comments, or isolated incidents that are not very serious, such actions may become illegal if they are so frequent or severe that they create a hostile or offensive work environment or if they result in an adverse employment decision (such as the victim being fired or demoted).

The harasser can be the victim's supervisor, a supervisor in another area, a co-worker, or someone who is not an employee of the School, such as a visitor or vendor.

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Sexual harassment occurs when:

- submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, or
- submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or
- such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

D. **Allegations and Response**

Allegations of discrimination and harassment will be dealt with immediately. The School will conduct a prompt and thorough investigation of the allegations that will include interviews of relevant parties, including the person alleging that he or she was harassed/discriminated against, the accused harasser/party, and relevant witnesses. Confidentiality will be maintained to the extent possible consistent with the School's duty to conduct a thorough investigation. The School will take prompt and effective action to end harassment and discrimination. When verified, the offending party (or parties) will be disciplined appropriately. Violation of this policy will result in disciplinary action, up to and including termination of employment.

E. **Retaliation**

No employee may be retaliated against for having complained of discrimination or harassment, for having filed a formal complaint internally or externally of discrimination or harassment, or for having participated in an investigation or legal proceeding concerning discrimination or harassment. Violation of this policy will result in disciplinary action, up to and including termination of employment.

F. **Education**

The School may from time-to-time provide its employees with the opportunity for education in identifying discrimination, harassment or retaliation in the work place.

G. **Procedure for Complaint**

The procedure outlined below is to be followed for claims of discrimination, harassment or retaliation.

If an employee believes that he/she has been a victim of discrimination or harassment, the employee is not required to use an existing, if any, dispute resolution process and is to use the following procedure.

1.) The employee should immediately contact his or her supervisor. The supervisor is to then consult with the Administrator. It is not necessary to identify the reason for the meeting at this point. If the employee would feel uncomfortable in discussing the situation alone, the employee may bring another person to this meeting.

2.) The Administrator will listen to the employee's allegation and will explain the School policy on discrimination or harassment as well as the employee's rights and protection in such matters. The Administrator will ask the employee to state in writing the allegation of discrimination or harassment, including the specific event(s), all those involved, and any witnesses.

3.) The Administrator will immediately and thoroughly investigate the allegation of discrimination or harassment in order to verify the allegation and obtain information from witnesses. The Administrator will maintain as much confidentiality as possible and will not discuss the situation with anyone who does not have a need to know.

4.) If the allegation is substantiated, the offender will be counseled and disciplined.

5.) If the allegation cannot be substantiated, the party or parties against whom the allegation has been made will be counseled that while no charge is being made, if such actions should occur, they will not be tolerated.

6.) When it is appropriate and agreeable with both sides, the Administrator will bring the parties together to assist the parties in understanding and setting limits for interaction between them.

7.) Under no circumstances will retaliation be permitted against anyone who has brought an allegation of discrimination or harassment.

If the employee makes an allegation of harassment against his/her supervisor, then the complaining employee is to take the complaint to the Administrator and Steps 2 through 7 will be followed. Also, if an allegation of harassment or discrimination is made against the Administrator, then the Diocese of Pittsburgh's Schools Office will oversee the implementation of Steps 1 through 7.

6.4 Theft of Personal Property

Employees who bring valuable personal items to the job site do so at their own risk. The School is not responsible or liable for the loss or theft of any such property. If an employee suffers the loss of personal property from the School site, the theft must be reported immediately to the supervisor and to the appropriate civil authorities. The School has some limited theft insurance coverage available for documented losses.

6.5 Communication with the Media

Any employee or agency communicating with the media as a representative of the School about controversial matters, matters of official policy of the Diocese or School, or teachings of the Church may do so only if authorized to do after consulting with the Schools Office and Executive Director of the Communications Office. Responses to the media should be in accord with the official policies of the School and Diocese and with the teachings of the Roman Catholic Church. Violation of this policy will result in disciplinary action, up to and including termination of employment.

6.6 Records and Retention

The School has a policy to ensure that necessary records and documents of the School is adequately protected and maintained to ensure that records no longer needed by the School are discarded at the proper time. This policy aids employees in understanding their obligations in retaining records, which include electronic documents (e-mail, Web files, text files, PDF documents, word processing documents, spreadsheets, databases, database data, backup tapes and other formatted files).

6.7 Security (ID Badges and Keys)

The buildings where the School Staff work are (or may be) equipped with a security system that requires an ID badge or key for use in the entrances, stairwells and elevators at all times.

A. Each employee will be issued a building ID badge.

B. The Administrator determines building access needs for each employee.

C. If the ID badge is lost, it should be reported to the Administrator immediately. The employee is responsible for the cost to replace the item.

D. All visitors, including family and friends of employees, must enter using the main entrance and follow sign in procedures.

E. ID badges remain the property of the School and must be submitted to the Administrator upon termination.

F. Employees may not lend their ID badges to others. Violation of this policy will result in disciplinary action, up to and including termination of employment.

6.8 Workplace Violence/Weapons in the Workplace

The School is committed to providing a safe and secure work environment. That commitment is jeopardized when any employee is threatened, intimidated or physically assaulted in the course of his or her employment. Therefore, to best protect our employees and persons visiting our work sites, the School has enacted this violence-free workplace policy which:

- prohibits any form of workplace violence, whether toward an employee, toward another person or toward property;
- prohibits threats toward and intimidation of employees and other persons; and
- prohibits possession of weapons on School property and in School vehicles.

Workplace Violence, Threats and Intimidation

This policy prohibits workplace violence, threats and intimidation in any form, including:

- Physical violence (e.g., hitting, kicking, shoving, striking with fists or an object);
- Direct threats or intimidation (e.g., explicit statements, whether written or oral, such as "I'm going to kill you");
- Conditional threats or intimidation (e.g., written or oral threats suggesting that the perpetrator will "get even" with the victim if they don't yield to the perpetrator's demand, such as "If you report me to the supervisor, you'll pay!");
- Veiled threats or intimidation (e.g., body language or written or verbal statements which suggest that the perpetrator is hostile toward or intends harm to the victim; surveillance of, stalking or following an individual; profane or abusive language, aggressive horseplay; excessive blaming of others; unprovoked, unreasonable conflict with or anger toward co-workers);
- Deliberate destruction or desecration of property (e.g., deliberately causing damage to School or individual property, graffiti, etc.);
- Possession of a weapon, firearm, ammunition, explosive or incendiary device of any type on School property, including in School vehicles (except in an approved official capacity as a law enforcement officer or member of the Diocesan Office of Safety and Security); or

- Planning to or attempting to violate this policy in any manner, whether or not the act is actually carried out.

While this policy includes these definitions of prohibited conduct, it is impossible to address every possible form of conduct that is prohibited by this policy. The School, therefore, reserves the right to take appropriate action which may or may not be specifically addressed by this policy, including issuing appropriate discipline against the perpetrator in any such situation.

Weapons

Unless a law enforcement officer or member of the Diocesan Office for Safety and Security, the possession, transfer or use of weapons is prohibited while on School property or premises including, without limitation, while in School-owned vehicles.

Requests for authorization are to be made to the Administrator and the Diocesan Office for Safety and Security. Authorization will be granted only where it is demonstrated that a significant work-related need exists and, in such event, the permission is to extend only for those occasions when the need is presented and, of course, where not otherwise prohibited by law.

Weapons prohibited by this policy include, without limitation: firearms (including concealed handguns), firearm replicas, ammunition look-alikes (dummies or duds), explosives, night sticks, spring-loaded knives, and other objects designated to intimidate or injure people.

Corrective/Disciplinary Action

Any employee who is determined by the School to have violated this policy in any manner will be subject to corrective or disciplinary action, including immediate termination of employment. Depending on the circumstances, other possible corrective action may include requiring the employee, as a condition of continued employment, to:

- undergo a fitness for duty evaluation;
- obtain counseling and/or treatment; or
- obtain appropriate treatment from a third-party medical provider and a certification of fitness for duty before returning to work.

In those circumstances where an employee has been required to undergo evaluation and/or obtain treatment, the School may require the employee to consent to treatment monitoring by the School as a condition of continued employment. Failure of an employee to complete any recommended or required course of treatment may result in further disciplinary action, including immediate termination of employment.

Reporting Violations
It is every employee's responsibility to immediately report any incident of factual, attempted, threatened or planned workplace violence, threat or intimidation. Such incidents should immediately be reported to your supervisor or the Administrator.

In any volatile situation, paramount over the duty to report, an employee should at all times first consider his or her own safety. An employee who is the victim of or witness to such volatile conduct should not attempt to confront or resolve the situation with the alleged perpetrator. Rather, intervention will be handled by the appropriate School representatives or law enforcement authorities.

An employee who is the victim of or witness to any violation or suspected violation of this policy should not discuss the incident with any individual or employee other than the response team assigned to investigate and address the incident and, where appropriate, with law enforcement authorities.

Where the School determines that an employee has planned or has attempted a violation of this policy, and the potential victim is unaware of that plan or attempt, the School will notify the potential victim of the plan or attempt so that the potential victim can take appropriate precautions.

Depending on the circumstances, the School may report any violation of this policy to law enforcement authorities, and may pursue criminal charges against the alleged perpetrator.

In certain situations, an employee may be involved in a personal situation which could potentially impact the employee's safety or security in the workplace. In such circumstances, the employee should immediately report the safety or security issue to his/her supervisor or the Administrator. Such situations may include:

- Prior incidents of violence, threats or intimidation toward an employee, including domestic abuse, which give the employee a reasonable belief that such incidents may reoccur in the workplace;
- Issuance of a restraining order on behalf of the employee which includes the employee's workplace within the protected areas;
- An employee's receipt of threatening, intimidating or harassing telephone calls in the workplace; or
- Unwanted pursuit of an employee in or near the workplace.

In all cases, it is essential that employees behave in an appropriate manner in compliance with this policy to ensure their own safety and security, as well as the safety and security of other employees and persons visiting the School work sites.

Any School employee who violates this policy will be subject to disciplinary action, up to and including termination of employment. Any other individual who violates this policy will be removed from the School property or premises and may be prohibited from future entry to the School property or premises.

6.9 Domestic Violence Awareness

The School is committed to heightening awareness of domestic violence and providing guidance for employees and management to address the occurrence of domestic violence and its effects on the workplace.

The School intends to make assistance available to employees involved in domestic violence. This assistance may include: confidential means for coming forward for help, resource and referral information, special considerations at the workplace for employee safety, work schedule adjustments, or leave necessary to obtain medical, counseling, or legal assistance. In responding to domestic violence, the School will maintain appropriate confidentiality and respect for the rights of the employee involved.

6.10 Conflict Resolution

School policies are intended to promote equitable treatment of all employees. On occasion, however, claims that an employment condition is unjust, or that a provision of the policies and procedures set out herein has been improperly, unjustly, or inequitably applied may arise. Employees are encouraged to try to resolve conflict situations informally, perhaps even with the assistance of the Administrator.

In the event that these situations cannot be resolved to the mutual satisfaction of both parties, the process provided for by the Office for Administrative Procedures shall be initiated.

A. **Conflict Resolution Process**

The Office of Administrative Procedures (formerly the Office of Due Process) was established in 1969 in the Diocese of Pittsburgh. The scope of responsibility is to evaluate disputes and grievances both in substance and in proceeding on all matters which relate to the Diocese including Diocesan-sanctioned schools. This Office is intended to be the final place of resolution for disputes.

Included in coverage of the responsibility of the Office, the processes of conciliation, mediation and arbitration shall be offered:

1) to reconcile disputants or mediate disputes between and the school which concern an ecclesiastical matter;
2) to reconcile disputants or mediate disputes between an employee and the School when it is contended that an act of decision, including administrative sanctions and disciplinary actions, has violated Church law, formal policy or natural equity.

The Administrator of the Office is appointed by the Diocesan Bishop for a term of five (5) years. The Administrator of the Office shall have a degree in canon law and/or civil law. The duty of the Administrator of the Office is:

1) To accept all written complaints made to the Office and acknowledge in writing their receipt to the complainant and inform the respondent of said complaint unless, for the gravest reason, the Administrator of the Office shall deem otherwise.
2) To process the complaints through the various procedures of the Office.
3) To maintain such records which are deemed proper and desirable.
4) To receive each complaint and to either dismiss said complaint with written notice to the complainant setting forth the reason therefore if it raises a matter which is not within the jurisdiction of these procedures or, if it is patently frivolous, trivial, or without merit, or repetitious of a complaint previously filed, to proceed to process said complaint in accordance with Article III of the Diocese of Pittsburgh Code for Conciliation, Mediation and Arbitration.
5) To assume full responsibility for the proper operation of the Office in accordance with these procedures.

An informal process for conciliation shall be initiated upon the filing of a complaint. If the parties are unable to reconcile themselves with the assistance of the Administrator of the Office, then the process may move to Mediation.

Mediation is by full written complaint. In the initial contact with the Office Administrator, he or she shall provide what needs to be included in the written complaint. Within seven (7) days of receipt of the written complaint, the respondent must be notified. The Administrator of the Office may schedule in person meetings, telephone meetings, conference calls or use any other appropriate means to secure needed information. It is expected that the process shall not exceed thirty (30) calendar days from the date on which the complaint was accepted, unless the Administrator issues an extension.

If the case is disposed of by agreement, the Administrator of the Office shall, within ten (10) calendar days of the final meeting, prepare a written statement of the case specifying the terms of the resolution. Each party is to be notified of the resolution.

Issuance of the written statement shall be acknowledged by each party to the process. If, however the case has not been settled by mediation within thirty (30) days, the Administrator of the Office shall refer the case to a Board of Arbitration.

Process for Arbitration is set forth at Article V of the Code For Conciliation, Mediation and Arbitration. The parties agree that submission of a claim to arbitration shall preclude either of them from any further action on the claim(s) in this or another canonical or civil forum.

Participants in the conflict resolution process will not be subject to retaliation.

6.11 Procedural Guidelines for the Implementation of Catholic Identity and Mission Statement

Purpose
To describe a fair and orderly procedure for implementing the "Catholic Identity and Mission Statement" when a violation of that "Statement" is alleged.

Applicability
All employees of the School.

Procedure

1. Employees shall be informed of the religious nature of the School within the Diocese of Pittsburgh and shall agree that the School and Diocese has the right to dismiss an employee for serious public immorality, public scandal, or public rejection of the teachings, doctrine or laws of the Roman Catholic Church. To ensure that each employee knows of and understands this, every employee shall sign a statement to that effect.

2. When an employee's supervisor receives information on a possible violation of the "Catholic Identity and Mission Statement," the supervisor is to notify the Administrator. Upon receipt of this information, the Administrator, in consultation with the Schools Office and Diocesan Administration, will appoint a Diocesan designee to oversee the proper implementation of these guidelines. The designee shall first contact the employee to determine the accuracy of the information. Examples of the violation of this "Statement" would include, but are not limited to, entry by an employee into a marriage which is not recognized as valid by the Roman Catholic Church, or support of activities which espouse beliefs contrary to the Catholic Church teachings and laws such as advocacy of abortion.

3. If the designee determines that a violation exists, then the designee initiates the appropriate course of action. This action could be: (a) immediate dismissal; (b) dismissal after a limited period of time; (c) temporary suspension while remedial action is taken; or (d) provisional employment while remedial action is taken.

4. The determination of which course of action to take will be made by the designee in light of: (a) the gravity of the violation; (b) the extent to which the violation is publicly known; (c) the degree to which the course of action is disruptive to the Church, its programs, and activities; and (d) the degree to which the course of action causes unnecessary embarrassment or excessive

penalty to the employee (e.g., terminating someone who is within six (6) months of vesting in their pension).

5. If the alleged violation involves what might be an invalid marriage (as, historically, most violations of the "Catholic Identity and Mission Statement" have been), the designee will ask for an evaluation of the facts by the appropriate Diocesan canonical staff member. This may result in an opportunity for the employee to present a case before the Diocesan Tribunal which, in turn, may be able to resolve the matter through an administrative or judicial process.

6. If the designee determines that the situation is correctable in a manner satisfactory to the Church, that person will determine, on the basis of the variables identified in #4 above, whether temporary suspension or provisional employment is the most appropriate course of action. The designee will prepare a written statement and monitor the progress.

7. If all possible attempts at resolution fail to correct the violation, or if the employee fails to pursue remedial action, then termination of employment will occur, either immediately or after a limited period of time.

8. No employee can be immediately dismissed or eventually discharged for violating the "Catholic Identity and Mission Statement" without permission of the designee.

9. The School reserves the right either to terminate an employee who has violated the "Catholic Identity and Mission Statement" immediately or to terminate an employee who originally was temporarily suspended or placed in provisional employment status.

10. Termination resulting from a violation of the "Catholic Identity and Mission Statement" is subject to personal due process per the Office of Administrative Procedures in Section 6.10, if such termination failed to comply with the procedures herein established.

When the conduct concerns a possible violation of the "Catholic Identity and Mission Statement," the procedural guidelines stated above are to be used for the implementation of the "Catholic Identity and Mission Statement" in order that all possible approaches at resolving the issue in conformity with the teaching of the Church will be discussed before possible employment is terminated.

6.12 Policy Regarding the Genetic Information Non-Genetic Discrimination Act (GINA)

The School complies, to the extent applicable, with GINA.

Title II of GINA: prohibits the use of genetic information in employment decision-making; restricts acquisition of genetic information; requires confidentiality for genetic information; and restricts disclosure of genetic information. GINA also makes it unlawful for an employer to discriminate against an individual on the basis of genetic information in regard to hiring, discharge, compensation, terms, conditions, or privileges of employment. Additionally, GINA makes it unlawful to limit, segregate, or classify employees because of genetic information.

Employers are prohibited from discriminating against an individual on the basis of his/her genetic information. Employers are also prohibited from harassing or retaliating against an individual for: opposing any act or practice made unlawful by GINA Title II; or making a charge, testifying, assisting, or participating in an investigation, proceeding, or hearing under GINA Title II.

Genetic information means information about: an individual's genetic tests; genetic tests of family members; the manifestation of a disease or disorder in family members (family medical history – all conditions – not limited to inheritable conditions); request for or receipt of genetic services by an individual or family member, such as genetic test, counseling or education; and genetic information of a fetus carried by an individual or family member or of an embryo legally held by the individual or family member using an assisted reproductive technology.

The phrase "genetic information" does not include information about an individual's or family member's race, sex, ethnicity or age and also does not include facts concerning whether an individual currently has a disease or disorder, such as breast cancer, even if it is genetically linked.

Any employee who inadvertently obtains genetic information of another employee must notify the Administrator. Failure to do so could result in immediate termination.

7.0 VOLUNTEERS

7.1 Volunteers Are Not Employees of the School. While volunteers are a critical part of the School, and give of their time, talent and treasure in a multitude of different ways, they are not employees of the School. Nevertheless, the School and its volunteers have a relationship that is a function of honesty, integrity, trust and competence. Thus, it is important for both the School and the volunteers to understand the policy aspects of this relationship.

7.2 Policy Regarding Volunteers. It is the policy of the School that all volunteers:

A. Comply with the Safe Environment Policy per Appendix 1.4.

B. Comply with all of the rules and regulations applicable to employees such as:
- Ethics and Conflict of Interest Policy (Section 1.5)
- Comply with the Substance Abuse Policy (Section 1.15)
- Solicitation Policy (Section 3.9)
- Political Activity/Solicitations (Section 3.10)
- Communications, Internet and Social Media Policy (Section 3.12)
- Policy Against Discrimination and Harassment (Sections 1.1 and 6.3)
- Policy Regarding Communications with the Media (Section 6.5)
- Policy Regarding Security/ID Badges (Section 6.7)
- Policy Regarding Workplace Violence and Weapons (Section 6.8)

C. Recognize that they are volunteers and not employees and, therefore, they are not covered under any School benefit plans, including workers' compensation, unemployment, social security, health and life insurance, pension and long-term disability plans.

D. Recognize that they are responsible for injuries incurred while volunteering for School work. While it may be that the School liability insurance provides some coverage for volunteers if the volunteer is sued for unintentional negligence while engaging in the volunteer activity, some aspects of potential liability are not covered. Not covered would be the volunteer’s own injuries and, also, the volunteer’s intentional acts.

APPENDIX 1.2

CODE OF PASTORAL CONDUCT

Issued: August 2003
Revised: June 2008 & August 2017

This Code of Pastoral Conduct is based on a model dated March 17, 2003 and provided by the National Catholic Risk Retention Group, Inc. The Diocese of Pittsburgh expresses its sincere gratitude to the National Catholic Risk Retention Group, Inc. for its work in providing a model and its willingness to allow that model to be used as a basis for this Code.

To Clergy, Religious and Laity of the Diocese of Pittsburgh:

In one of Jesus' most important parables for those engaged in ministry within the Church, He spoke of himself as the Good Shepherd who would lay down his life for his flock. As we follow Him, we are all called to be good shepherds, who protect the lambs from predators. In order to do so we sometimes have to change our procedures and our assumptions.

This is the second revision and a significant expansion of the first Code of Pastoral Conduct that the Diocese of Pittsburgh promulgated in 2003 and updated in 2008. It set in writing and codified the standards and expectation for all those who act in the name of the Diocese of Pittsburgh.

It was first drafted as a direct response to the mandate given by the bishops of the United States in our Charter for the Protection of Children and Young People to publish clear standards of ministerial behavior for clergy and all other Church personnel. However, its scope is significantly broader than child sexual abuse. The Code of Pastoral Conduct sets boundaries for conduct with both adults and children, addresses issues such as workplace harassment and violations of confidentiality.

This is because, in the 14 years since it was first published, we have learned more about how to protect everyone – children, vulnerable adults and Church personnel – from situations that can lead to harm. This new edition addresses behavior that may be neither illegal nor sinful, but which is inappropriate for anyone working in the service of the Church. While it does not exhaust what is expected from those who care for others in the name of the Church, it is a succinct yet thorough statement of expected behavioral standards for all Church personnel.

This document applies to bishops, priests, deacons, religious and lay members of the Christian faithful who assist in providing pastoral care.

As Bishop of the Diocese of Pittsburgh, I am grateful for your service to the Church and for your willingness to protect all who are entrusted to the care of the Church. Your written acceptance of this document is testimony of your commitment to this effort. You are answering the call of Jesus to tend His lambs and protect them against any who would harm them.

I ask you to see this Code of Pastoral Conduct as a helpful instrument that will aid you in that duty, protecting both you and those you serve as you go about our shared mission of bringing the love of God to all in our care.

Grateful for our belief that "Nothing is Impossible with God," I am

Your brother in Christ,

Most Reverend David A. Zubik
Bishop of Pittsburgh

Code of Pastoral Conduct
For Church Personnel
Within the Diocese of Pittsburgh

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* For purposes of this *Code of Pastoral Conduct*, the term "Church personnel" includes any person who performs tasks for the Church under the auspices of the Diocese of Pittsburgh or one of its parishes. This includes bishops, priests, deacons, seminarians, those in consecrated life, lay employees, and contract employees who are employed by the Diocese of Pittsburgh or any of its parishes or schools, together with those persons who provide volunteer services to/for the Diocese of Pittsburgh or any parish or school within the Diocese.

I. Preamble

All Church personnel are to conduct themselves in a manner that upholds Christian values and conduct. Church personnel, as referred to herein, are any persons who perform tasks for the Church under the auspices of the Diocese of Pittsburgh or one of its parishes or schools. This Code of Pastoral Conduct provides a set of standards for conduct either in providing or in supporting the pastoral care of the Christian faithful and all others. The code does not present an exhaustive list of expectations, standards, or requirements. Rather, this code accompanies the universal law of the Church, civil law, and diocesan policies. Church personnel are to be aware of and committed to all of these norms that govern pastoral conduct.

II. Responsibility

Responsibility for adherence to the Code of Pastoral Conduct rests with the individual. Church personnel who disregard this Code of Pastoral Conduct will be subject to remedial action up to and possibly including dismissal. Corrective action may take various forms - from a verbal reproach to removal from the ministry - depending on the specific nature and circumstances of the offense and the extent of the harm. (See Appendix for Procedures)

III. Pastoral Standards

The public and private conduct of Church personnel can inspire and motivate people, but it can also scandalize and undermine people's faith. Church personnel are, at all times, to be aware of the responsibilities that accompany their work. They are to know also that God's goodness and grace support them in their ministry.

Church personnel must first recognize that they are disciples of Jesus Christ and members of His Church. Therefore, in order to effectively serve others, Church personnel must first have an intimate relationship with Our Lord and they also need to ensure the stability of their own spiritual, physical, mental and emotional health.

1. Conduct for Pastoral Counseling and Spiritual Direction

Church personnel must respect boundaries in ministerial behavior, in particular with regard to pastoral counseling and spiritual direction.

1.1 Church personnel are not to step beyond their competence in counseling situations and are to refer clients to other professionals when appropriate.

1.2 Church personnel are to consider carefully the possible consequences before entering into a counseling relationship with someone with whom they have a pre-existing relationship (i.e., employee, professional colleague, friend, or other pre-existing relationship). [See Section 7.2.2]

1.3 Church personnel are not to record these sessions in any audio or video format.

1.4 Church personnel are never to engage in sexual intimacies with the persons they counsel. This includes consensual and nonconsensual contact, forced physical contact, and inappropriate sexual comments.

1.5 Church personnel assume the full burden of responsibility for establishing and maintaining clear, appropriate boundaries in all counseling and counseling-related relationships.

1.6 Physical contact of any kind (i.e., touching, hugging, holding) between Church personnel and the persons they counsel can be misconstrued and is to be avoided.

1.7 Sessions are to be conducted at appropriate times and in professionally appropriate settings where the counselor is visible to other people, such as an office that has an uncovered window.

1.7.1 No sessions are to be conducted in private living quarters.

1.7.2 Sessions are not to be held at places or times that would tend to cause confusion about the nature of the relationship for the person being counseled.

1.8 Church personnel providing pastoral counseling or spiritual direction are to maintain a log of the times and places of sessions with each person being counseled.

1.9 All counseling sessions are to have a fixed duration, with a parting of the ways immediately upon conclusion of the counseling session.

2. Confidentiality

Information disclosed to Church personnel during the course of pastoral counseling, advising, or spiritual direction is to be held in the strictest confidence possible.

2.1 Information obtained in the course of individual or group sessions is to be confidential, except for compelling professional reasons or as required by law.

2.1.1 If there is clear and imminent danger to the client or to others, Church personnel may disclose only the information necessary to protect the parties affected and to prevent harm.

2.1.2 Before disclosure is made, if feasible, Church personnel are to inform the person being counseled about the disclosure and the potential consequences.

2.2 Church personnel are to discuss the nature of confidentiality and its limitations with each person in counseling.

2.3 Church personnel are to keep minimal records of the content of sessions.

2.4 Knowledge that arises from professional contact may be used in teaching, writing, homilies, or other public presentations only when effective measures are taken to absolutely safeguard both the individual's identity and the confidentiality of the disclosures.

2.5 While counseling a minor (i.e., anyone under the age of 18) in a formal setting, if Church personnel discover that there is a serious threat to the welfare of the minor and that communication of confidential information to a parent or legal guardian is essential to the child's health and well-being, Church personnel are to:

• Attempt to secure consent from the minor for the specific disclosure;
• Disclose only the information necessary to protect the health and well-being of the minor if consent is not given; and
• Consult with the appropriate Church authority, such as one's immediate supervisor, before disclosure.

These obligations are independent of the confidentiality of the confessional. ***A priest can never disclose anything revealed in the Sacrament of Confession, not even with the penitent's permission.*** *Further, all others who in any way (e.g., inadvertent overhearing) have information received through the confessional are obliged to secrecy. (Canon 983)*

3. Conduct With Children, Young People and Vulnerable Adults

Church personnel working with children, young people and vulnerable adults are to maintain an open and trustworthy relationship between youth or vulnerable adults and adult supervisors.

3.1 Church personnel are to be aware of their own and others' vulnerability when working alone with youth. Church personnel are to use a team approach to managing youth activities.

3.2 Physical contact with youth can be misconstrued and is to occur (a) only when completely nonsexual, (b) otherwise appropriate, and (c) in public. Some examples of **APPROPRIATE FORMS** of physical contact include, but are not limited to, the following:

- Shoulder to shoulder hugs
- Pats on the shoulder or back
- Handshakes
- "High-fives" and hand slapping
- Verbal praise
- Holding hands while walking with small children
- Sitting beside small children
- Holding hands during prayer
- Pats on the head when culturally appropriate

Examples of **INAPPROPRIATE FORMS** of physical contact not to be used, include but are not limited to the following:

- Kisses on the mouth and inappropriate or lengthy hugs or embraces
- Holding minors, above the approximate age of 5, on one's lap
- Touching buttocks, genital areas, or breasts and touching knees, thighs or legs as a sign of affection
- Showing physical displays of affection in isolated areas of the premises such as bedrooms, closets, employee-only areas, or other private rooms
- Sleeping in bed with a minor, youth or vulnerable adult.
- Wrestling with minors, youth or vulnerable adults except for legitimate sports coaching, in which case another adult should be present.
- Tickling and piggyback rides
- Any type of massage given by an adult to a minor, youth or vulnerable adult

- Any display of unwanted affection towards a minor, youth or vulnerable adult
- Actions that include compliments relating to sexual attractiveness or sexual development
- Students or vulnerable adults should only receive assistance with their attire (e.g. buttons, ties, shirts) if they are physically unable to adjust it themselves and when another adult is present as a witness.

3.3 There must be clear social boundaries between adults who serve the Church and minors or vulnerable adults for whom they have professional or volunteer responsibility.

3.4 **The Rule of Two**: Personnel must be aware of their own vulnerability to accusation when working alone with minors and vulnerable adults. The "Rule of Two" protects both Church personnel and those they care for: Any time that an employee or volunteer is acting as an agent of the Church in the presence of minors or vulnerable adults, there must always be another responsible adult within eyesight of their interactions. At least two adults must be present for any activity that a parish, school or diocesan institution sponsors for minors, and the number of adults must rise with the number of minors. The only exceptions to this rule are (1) when a priest hears the Sacrament of Confession and (2) during regular diocesan school classes conducted on the grounds of a parish, Catholic school or other diocesan institution.

3.4.1 Meetings with youth should take place in appropriate areas of church or school property, such as an office, social hall or youth meeting room, that is visible to other people.

3.4.2 Meetings between Church personnel members and youths off-site must be for an organized group activity, held in a public area, with at least one other adult present and for which parents have given written permission.

3.4.3 When meeting one-on-one with youth, Church personnel are to do so in a place that is visible to others, and must keep a desk, table or at least three feet of space between themselves and the young person.

3.4.4 Access to school sports locker rooms, theater dressing rooms or other places where minors may be in a state of undress is limited to coaches, athletic directors, trainers, medical personnel, theater directors, designated costume supervisors and cleaning crew. A list must be kept of those authorized persons. Other school staff members and parents are barred from those areas while they are in active use. **Under no circumstances** is anyone allowed to take a photo or video in areas where minors or adults may be changing clothes.

3.5 Meetings with unchaperoned youth or vulnerable adults in private living quarters is prohibited.

3.6 Church personnel should limit their contact with minors to content on a group social media page/account that (1) has been approved by his/her supervisor and (2) has multiple Church personnel as administrators and monitors. No private communication should occur through social media.

3.6.1 Correspondence should be directed to a youth's parents/guardian. It is not appropriate to engage youth via phone, text or social media.

3.6.2 Any group e-mails to minors should be (1) exclusively work-related and (2) sent via "blind copy", so that e-mail addresses are not distributed among the group without permission.

3.7 Church personnel are to abstain from (a) the use of alcohol when working with youth or vulnerable adults, and (b) the possession or use of illegal drugs at all times.

3.8 The possession or use of firearms when working with minors or vulnerable adults is prohibited except in the case of a federal, state or local law enforcement officer in good standing who is legally carrying a weapon related to his/her job.

3.9 Church personnel are not to share private, overnight accommodations with individual young people. This includes, but is not limited to, accommodations in any Church owned facility, private residence, hotel room, or any other place where there is no other adult supervision present.

3.10 In rare, emergency situations, when accommodation is necessary for the health and wellbeing of the youth, Church personnel are to take extraordinary care to protect all parties from the appearance of impropriety and from all risk of harm. A team approach to managing emergency situations is to be used.

4. Sexual Conduct

Church personnel are not to exploit the trust placed in them by the faith community for sexual gain or intimacy.

4.1 Church personnel who are committed to a celibate lifestyle are called to be an example of celibate chastity in all relationships at all times.

4.2 Church personnel who provide pastoral counseling or spiritual direction services are to avoid developing inappropriately intimate relationships with minors, other Church personnel, or parishioners. Church personnel are to behave in a professional manner at all times.

4.3 Church personnel should not seek emotional support from parishioners, subordinate employees, or persons to whom they give spiritual guidance; instead, they should turn to other networks within the diocese.

4.4 No Church personnel may exploit another person for sexual purposes. This also includes the viewing of pornography.

4.5 Viewing or possessing child pornography is a crime under federal law; allegations regarding this type of behavior will be reported immediately to the proper civil authorities and to the appropriate person in charge (i.e., pastor, principal or supervisor).

4.6 Allegations of sexual abuse involving a minor are to be taken seriously and reported first to the proper civil authorities (Childline: 1-800-932-0313 or www.compass.state.pa.us/cwis) and then to the appropriate person in charge (i.e., pastor, principal or supervisor).

4.7 Allegations of sexual misconduct (i.e., sexual abuse, sexual exploitation or sexual harassment) involving adults are to be taken seriously and are to be reported to the appropriate person in charge (i.e., pastor, principal or supervisor), who may also report the allegation to the proper civil authority.

4.8 Church personnel are expected to know the obligations of the Child Protective Services Law and the reporting requirements that are mandated by it. Additionally, the policies of the Diocese regarding sexual misconduct and sexual abuse are to be obeyed, to protect the rights of all involved.

4.9 Church personnel are to review and know the contents of the child abuse regulations and reporting requirements for the state of Pennsylvania and are to follow those mandates. *(Reference reporting of Child Protective Services Law of Pennsylvania)*

5. Harassment

Church personnel are not to engage in physical, psychological, written, or verbal harassment of staff, volunteers, or parishioners and are not to tolerate such harassment by other Church staff or volunteers.

5.1 Church personnel are to maintain a professional work environment that is free from physical, psychological, written, electronic, or verbal intimidation or harassment.

5.2 Harassment encompasses a broad range of physical, written, or verbal behavior, including, without limitation, the following:

• Physical or mental abuse;
• Racial insults;
• Derogatory ethnic slurs;
• Unwelcome sexual advances or touching;
• Sexual comments or sexual jokes;
• Requests for sexual favors used as a condition of employment, or to affect other personnel decisions, such as promotion or compensation;
• Display of offensive materials.
• Defamatory gossip or otherwise maligning an individual to other employees, except for formally reporting a serious concern to a supervisor or to civil authorities.
• Inappropriate social media postings.

5.3 Harassment can be a single severe incident or a persistent pattern of behavior where the purpose or the effect is to create a hostile, offensive, or intimidating work environment.

5.4 Allegations of harassment are to be taken seriously and reported immediately to the appropriate Church authority such as the pastor, principal, catechetical administrator, or the Vicar for Clergy, Vicar for Canonical Services, or the Superintendent of Catholic Schools.

Diocesan policies are to be followed to protect the rights of all involved.

6. Records and Information

Confidentiality is to be maintained in creating, storing, accessing, transferring, and disposing of Church records.

6.1 Sacramental records are to be regarded as confidential. When compiling and publishing statistical information from these records, great care is to be taken to preserve the anonymity of individuals.

6.2 Access to sacramental records is restricted for 100 years from the date of the creation of the record. After 100 years, access to the information in the sacramental record (but not the record itself) can only be provided in accord with diocesan policy.

6.2.1 Information regarding adoption and legitimacy remains confidential, regardless of age.

6.2.2 Only Church personnel who are authorized to access the records and supervise their use are to handle requests for more recent records.

6.3 Parish financial records are confidential. The financial information is made available to the Parish Finance Council and, in summary form, to the Parish on a yearly basis. The Diocesan Financial Policies are to be observed. Contact the Diocesan Office for Civil Legal Services upon receipt of any request for release of financial records.

6.4 Individual contribution records are to be regarded as private and to be maintained in strictest confidence.

7. Conflicts of Interest

Church personnel are to avoid situations that might present a conflict of interest. Even the appearance of a conflict of interest can call integrity and professional conduct into question.

7.1 Church personnel are to disclose to the appropriate Church authority (such as one's immediate supervisor) all relevant factors that potentially could create a conflict of interest.

7.2 Church personnel are to inform all parties when a real or potential conflict of interest arises. Resolution of the issues is to protect the person receiving ministry services.

7.2.1 No Church personnel is to take advantage of anyone to whom they are providing services in order to further their personal, political, or business interests.

7.2.2 Church personnel are not to provide counseling services to anyone with whom they have a business, professional, or social relationship. When this is unavoidable, the client is to be protected. The counselor is to establish and maintain clear, appropriate boundaries.

7.2.3 When providing pastoral counseling or spiritual direction to two or more people who have a pre-existing personal or business relationship, Church personnel are to:

- Clarify with all parties the nature of each relationship,

- Anticipate any conflict of interest,
- Take appropriate actions to eliminate the conflict, and
- Obtain from all parties written consent to continue services.

7.3 Conflicts of interest may also arise when Church personnel's independent judgment is impaired by:

- Prior dealings,
- Becoming personally involved, or
- Becoming an advocate for one (person) against another.

In these circumstances, Church personnel are to advise the parties that he or she can no longer provide services and refer them to another competent individual qualified to provide assistance.

8. Reporting Misconduct

Church personnel have a duty to report their own ethical or professional misconduct and the misconduct of others.

8.1 Church personnel are to hold each other accountable for maintaining the highest ethical and professional standards. When there is an indication of illegal actions by Church personnel, Church personnel are to notify the proper civil authorities immediately and the Diocesan Office for Civil Legal Services.

8.2 When an uncertainty exists about whether a situation or course of conduct violates this Code of Pastoral Conduct or other religious, moral, or ethical principles, Church personnel are to consult with the appropriate Church authority (such as one's immediate supervisor).

8.3 When it appears that the conduct of Church personnel is in violation of this Code of Pastoral Conduct or other religious, moral, or ethical principles, such conduct shall be reported to the appropriate Church authority, such as one's immediate supervisor. If the immediate supervisor has no direct superior at that location, it shall be reported to the Diocesan Legal Office.

8.4 Allegations of sexual abuse involving a minor, even if uncertain, are to be taken seriously and reported first to the proper civil authorities (Childline: 1-800-932-0313 or www.compass.state.pa.us/cwis) and then to the appropriate person in charge (i.e., pastor, principal or supervisor).

8.5 The obligation of Church personnel to report client misconduct is subject to the duty of confidentiality. However, any agreement or duty to maintain confidentiality is to yield to the need to report misconduct that threatens the safety, health, or well-being of any of the persons involved except as provided for in Section 2.5.

9. Administration

In the recognition of the dignity of the human person, employers and supervisors are to treat Church personnel with justice, dignity and respect in the day-to-day administrative operations of their ministries.

9.1 Personnel and other administrative decisions made by Church personnel are to meet civil and canon law obligations and also reflect Catholic social teachings and this Code of Pastoral Conduct.

9.2 Church personnel are not to use their position to exercise unreasonable or inappropriate power and authority.

10. Church Personnel Well-Being

Church personnel have a duty to be responsible for their own spiritual, physical, mental and emotional health.

10.1 Church personnel are to be aware of warning signs that indicate potential problems with their own spiritual, physical, mental, and/or emotional health.

10.2 Church personnel are to seek help immediately whenever they notice behavioral or emotional warning signs in their own professional and/or personal lives.

10.3 Catholic Church personnel are to address their own spiritual needs by regular participation in the sacramental life of the Church through frequent reception of the Eucharist and the sacrament of Confession or Reconciliation. They also should participate in activities of spiritual development such as times of recollection and retreat, spiritual direction, and the like**.**

APPENDIX

Procedural Guidelines for Violation of the Code of Pastoral Conduct

A. When the immediate supervisor of a Church personnel employee or volunteer receives information that an employee or volunteer's conduct constitutes an alleged violation of the Code of Pastoral Conduct, the immediate supervisor must immediately inform the proper ecclesiastical authority (for example, in a parish this would be the pastor). Any alleged or suspected child abuse must be immediately reported to Childline (1-800-932-0313 or www.compass.state.pa.us/cwis) and then to the Office of the Diocesan Assistance Coordinator.

B. If the pastor commits an alleged violation of the Code of Pastoral Conduct, is complicit in it, or is involved in any way, the matter will be handled by the Vicar for Clergy in accord with the universal law of the Church and the policies of the Diocese of Pittsburgh.

C. Upon receipt of information regarding a violation of the Code of Pastoral Conduct, the proper ecclesiastical authority will consult with the Diocesan Legal Office, which will then coordinate the appropriate response and investigation.

D. If the person harmed by the alleged violation or the person accused believes that the procedures followed or the facts gathered in the investigation, which resulted in a determination, were faulty or incomplete, he or she may appeal the determination by utilizing the due process procedures of the Diocese of Pittsburgh, which are administered by the Office for Administrative Procedures.

CATHOLIC DIOCESE OF PITTSBURGH
Acknowledgment of Receipt of the Code of Pastoral Conduct

In accord with my role as Church personnel, and in witness to the Gospel of Jesus Christ, I will conduct myself with integrity, acting in a manner that is consistent with the discipline and teachings of the Catholic Church. I will guide my behavior by civil and canon law, by the policies of the Diocese of Pittsburgh and by the Code of Pastoral Conduct by...

1. Respecting the rights of each person and advancing his or her welfare during the course of counseling, advising or spiritual direction.
2. Holding in the strictest confidence information disclosed during the course of counseling, advising or spiritual direction.
3. Maintaining an open and trustworthy relationship when working with youth, free from inappropriate behavior that would put them at risk.
4. Honoring the trust placed in Church personnel by not exploiting others for sexual gain or intimacy.
5. Providing a professional work environment that is free from physical, psychological, written or verbal intimidation or harassment.
6. Maintaining confidentiality in creating, storing, accessing, transferring and disposing of Church records.
7. Avoiding situations that might present a conflict of interest.
8. Reporting to proper authorities my own ethical or professional misconduct and the misconduct of others.
9. Treating Church personnel justly in the day-to-day operations of work and ministry.
10. Being responsible for my own spiritual, physical, mental, and emotional health.

I HAVE CAREFULLY READ, UNDERSTAND, AND HEREBY COMMIT TO CONDUCTING MYSELF AS A PRIEST, PARISH ADMINISTRATOR, DEACON, SEMINARIAN, CHURCH EMPLOYEE OR VOLUNTEER IN ACCORD WITH THE DIOCESAN CODE OF PASTORAL CONDUCT.

____________________ (Name)	____________________ (Parish, School, Office or Program)
____________________ (Position)	____________________ (Date)

RETURN ONE SIGNED ORIGINAL TO THE SCHOOL AND KEEP THE OTHER COPY.

APPENDIX 1.4

Safe Environment Policy

The Diocese of Pittsburgh Safe Environment Policy applies to all employees. Violation of this policy may result in disciplinary action up to and including termination of employment.

Education and Training in Detecting and Preventing Child Abuse and the Protection of Vulnerable Adults

Introduction

The Church is committed to protect the most vulnerable in our society, including the prevention and detection of child abuse. Members of the School Staff must exemplify this commitment for the welfare of minors and the credibility of the Church.

Purpose

To ensure that all clergy, laity and members of consecrated life who serve on the Staff of the School have been educated and trained in identifying the signs of child abuse and in protecting minors from such abuse.

Applicability

All clergy, laity and members of consecrated life who serve on the staff of the School.

Procedure

1. All new members of the School Staff as well as all current members of the Staff must, within ninety (90) days of their start date complete an education and training program selected by the Diocese of Pittsburgh in detecting and preventing child abuse.

a. The costs for this training will be borne by the School.

b. Current members of the School Staff will provide written acknowledgement that they must participate in the education and training program as a condition of continued employment/appointment.

2. The Diocesan Secretariat for the Protection of Children, Youth and Vulnerable Adults will maintain records of the successful completion of the education and training program.

3. If the new member of the School Staff already has received training and education on safe environments for children, appropriate records of the successful completion of the relevant education and training program must be provided to the Diocesan Secretariat for the Protection of Children, Youth and Vulnerable Adults. Nothing herein, however, excuses said member of the School Staff from being required at some date to complete additional education and training program on such subject.

4. Said employee, in addition to the completion of the above education and training program, is also to participate in ongoing training and continuing education, such as reading of materials thereafter provided as part of such program.

APPENDIX 1.5

Employee Ethics, Conflict of Interest Disclosure and Conduct Statement to Sign

1. I assure that I will adhere to the ethical principles of the Church and to the laws of the Church and the government, and will demonstrate the highest level of integrity, honesty and conduct and will not misuse my power and authority.

2. I assure that, as a responsible individual, and as defined in Sections 1.3 and 1.5, I do not now have a conflict of interest. While it is not possible to list every circumstance which may give rise to a conflict of interest, I understand that the following are considered to be conflicts of interest and are to be used as a guide to other types of activity which may create conflicts or raise questions as to the personal integrity and ethical conduct of employees:

   a. The use of School premises for the purpose of engaging in any other business.

   b. An employee serving as director, officer, employee, or consultant of any outside concern which does business with the School, except with the written approval of the Administrator.

   c. Disclosure to unauthorized persons, or use by an employee for their personal benefit or advantage, of School information, data, or records of a confidential nature.

   d. An employee or their relative owning a substantial interest in, or participating directly or indirectly in, the profits of any outside concern which does business with the School.

   e. Acceptance by an employee or their relative of gifts of more than nominal value, loans, cash in any amount, excessive entertainment, or travel, payments, services, or other substantial or unusual favors from any person or concern which does or is seeking to do business with the School.

3. I understand and agree that I am expected to conduct myself at all times in accordance with Catholic morality and the policies of the Diocese and to avoid any embarrassment or scandal to the Diocese and School.

   If I engage in any conduct in or out of the workplace which, in the judgment of the Employer, constitutes serious public immorality, sacrilege, lewd conduct, endangerment of health or safety, abusive conduct, public scandal or rejection of, or the holding up to doubt or question the official teaching, doctrine or laws of the Catholic Church, I understand and agree that I may be dismissed by the Employer, without prior notice.

I understand and agree that these requirements and possible sanctions are sometimes generally referred to as "the Catholic Identity and Mission Statement".

I further understand and agree that when information of a possible violation of the "Catholic Identity and Mission Statement" occurs, the procedural guidelines for the implementation of the "Catholic Identity and Mission Statement" will be enacted in order that all possible approaches at resolving the issue in conformity with the teachings of the Church are discussed before possible termination. See Section 6.11 "Procedural Guidelines for Implementation of the Catholic Identity and Mission Statement."

In addition, I understand that while different language may be used by the School elsewhere in contracts with the School to define or explain the principles articulated above, nothing is to be implied by any such difference in language. I understand and agree that the School has adhered, and continues to adhere, to the principles underlying the "Catholic Identity and Mission Statement" regardless of the particular language used in written documentation.

Finally, I understand and agree that I will execute this "Employee Ethics, Conflict of Interest Disclosure and Conduct Statement to Sign" as required by the Employer.

4. I understand and agree that a request for interpretations of, or consideration for, an exception to this policy must be submitted in writing and shall be forwarded to the Department of Civil Law Services for opinion or approval. I understand that I cannot act with regard to the conflict of interest until such time as the department grants an approval in writing.

5. I understand and agree that any unapproved conflict of interest will be subject to serious disciplinary measures, including termination and possibly further legal action.

   I hereby acknowledge that I have read and understand and agree to the above, that no such conflict of interest now exists and that in the event one should arise, I will disclose the same and give notice in writing in a timely fashion to the Director of the Department of Civil Law Services.

________________________________ _________________________

Employee's Signature **Date**

APPENDIX 1.6

DIOCESE OF PITTSBURGH
Department for Catholic Schools

Acknowledgment of Catholic Identity and Mission Statement

DIOCESE OF PITTSBURGH CATHOLIC IDENTITY AND MISSION STATEMENT

The employee recognizes the religious nature of the Diocese of Pittsburgh and agrees that the employer has the right to dismiss an employee for serious public immorality, public scandal, or public rejection of the teachings, doctrine or laws of the Roman Catholic Church, thereby terminating any and all rights that the employee may have hereunder, subject, however, to the personal due process promulgated by the Roman Catholic Church.

Examples of the violation of this clause would include, but are not limited to, participation by an employee in a marriage which is not recognized as being valid by the Roman Catholic Church, support of activities which espouse beliefs contrary to Catholic Church teachings and laws such as advocacy of a practice such as abortion, or the holding up to doubt or question the official teachings, doctrine or laws of the Catholic Church.

EMPLOYEE:	**WITNESS:**
______________________________	______________________________
PRINTED NAME	PRINTED NAME
______________________________	______________________________
SIGNATURE	SIGNATURE
______________________________	______________________________
DATE	DATE

APPENDIX 1.7

CONFIDENTIALITY STATEMENT TO SIGN

1. I acknowledge that, in the course of providing services on behalf of the Pittsburgh East Regional Catholic Elementary Schools ("School"), I may have access to information (verbal, written, or electronic) about the School which is confidential, proprietary, and not generally known to the public. I agree that all such information provided to me, or as to which I obtain knowledge during the providing of services, are and will be treated by me as confidential. I further agree that I will not disclose any confidential information to any person, including any co-worker, who does not have a legitimate need to know.

2. For purposes of this Agreement, confidential information includes but is not limited to the following: business and financial records, information and plans; information related to operations and affairs; records, information and plans of a parish or parishioners; school information and plans; personnel records and information; technical information; spiritual and sacramental information; information and records related to clergy and religious; information received by the School in confidence; and all other information concerning the School, its agents or representatives, which is not publicly known.

3. All confidential information provided to me by the School or to which I obtain during the providing of services to the School, is and will remain the property of the School. During and after my providing services to the School, I will treat all such information as confidential and proprietary and shall not disclose such information to any other person or entity. I agree to immediately deliver to the School any and all confidential information in my possession or control, including any materials in any form containing any confidential information at the earlier of (1) the end of providing services to the School, or (2) upon request by the School.

4. I understand that a violation of terms of this policy can lead to disciplinary action against me including termination of employment, as the School deems appropriate.

EMPLOYEE:	**WITNESS:**
______________________________	______________________________
PRINTED NAME	PRINTED NAME
______________________________	______________________________
SIGNATURE	SIGNATURE
______________________________	______________________________
DATE	DATE

APPENDIX 2.6 **TELECOMMUTING AGREEMENT**

1. Employee Name: ____

2. Employee's Job Title: ____

3. Employee's Department: ____

4. Street address of proposed remote work location: _______________________

5. Telephone number and email address of proposed remote work location: __________

6. Description of designated remote work area. Attach photograph and floor plan showing the location of furniture, equipment and electrical outlets. __________________

7. Proposed Telecommuting Work Schedule:

	Primary Duty Station (School) Hours	Remote Work Location (Home Office) Hours	Lunch
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			
Sunday			

PLEASE RESPOND TO ITEMS 8-11

ON SEPARATE PAGE(S) AND ATTACH TO THIS DOCUMENT

8. Typical assignment(s) to be completed by employee at the remote work location:

9. Describe how routine work-related communication (email, telephone, voice mail, etc.) will be handled:

10. Time and project accounting and documentation will be provided during weekly meetings at the School. In addition to a weekly time report, describe any project accounting and documentation requirements:

11. **Proposed start date of this agreement:___________________________**

Employee’s Certification

I understand and agree to the following:

A. Telecommuting is a management option, not an employee right or benefit. My participation in telecommuting is voluntary in nature and I am not required to participate as a condition of employment. This agreement in no way alters my employment relationship with the School or my obligation to observe all applicable School rules, policies and procedures. All existing terms and conditions of employment, including but not limited to my position description, salary, benefits, vacation, leave and overtime remain the same as if I only worked at my regularly assigned place of employment.

B. I shall provide and maintain a healthy and safe environment at the remote worksite. A floor plan of the worksite area showing the location of the furniture, equipment, and electrical outlets is attached to this telecommuting agreement.

C. I will not let non-work related events and activities disrupt or interfere with work at the remote work site. I will not use scheduled work time to provide dependent care. I understand that telecommuting is not a substitute for dependent child or elder care.

D. My supervisor and/or School staff may visit my proposed remote work site to evaluate it prior to approving this telecommuting agreement.

E. I will allow the School to make prearranged on-site inspections of my remote work site during scheduled work hours.

F. I will report to my regularly assigned place of employment as indicated in this agreement.

G. The operational needs of the School take precedence over this telecommuting agreement. After being provided as much advance notice as possible, I must report to work at my regularly assigned place of employment on a scheduled telecommuting day when required by my supervisor.

H. Only School approved software will be used for connecting with the School's network from the remote worksite. I will run current anti-virus software at all times, and follow all School information security rules, copyright laws and manufacturers' licensing agreements.

I. If a School provided portable communication unit and disk storage will be used for connecting with the School’s network from my remote worksite, only I will use this School provided equipment. It is a violation of this policy for me to modify or disable any security related aspect of the provided equipment without the advance written consent of the School's IT Department.

J. School equipment located at my remote work site is subject to all policies and restrictions related to use of School owned property. I am responsible for any and all equipment and software that is used at the remote worksite and accept financial responsibility for any equipment that is lost, stolen or damaged because of my negligence, misuse or abuse. I will read and comply with the School's property administration procedures, including completion of required documents, and information resource policies and procedures.

K. I will maintain accurate time accounting documentation to support and substantiate my work hours and work products. I will submit routine time reports detailing hours worked and status reports describing tasks performed and/or completed as stated above.

L. The School assumes no liability for injury at my remote work site to any other person who would not be in the work area if the duties were being performed at the regular place of employment. If I am injured, I must notify my supervisor immediately and complete all requested documents regarding any injury.

M. I am liable for damages to my personally-owned equipment resulting from telecommuting. The School will not be responsible for operating costs, home maintenance, or any other incidental costs (e.g. utilities, telephone, insurance) associated with the use of my residence for telecommuting, unless specifically provided otherwise in this agreement.

N. This agreement does not constitute an employment contract and it does not create a property interest in employment.

O. This agreement may be terminated by me or the School with ten (10) working days' written notice. The School reserves the option to terminate the agreement immediately if I violate any policy or when notice is not possible.

P. When this agreement terminates, I will promptly return all notes, data, reference materials, sketches, drawings, memoranda, reports, records, equipment, software, supplies, and any other School property in my possession or control.

Q. I am responsible for any costs, damages, or losses associated with the termination of this telecommuting agreement.

Employee's Signature:______________________________ **Date:____________**

Supervisor's Certification

I certify that:

A. This employee satisfies all the requirements of the telecommuting policy,

B. The work assignment satisfies all the requirements of the telecommuting policy,

C. I have reviewed the proposed remote worksite floor plan and it satisfies all the requirements of the telecommuting policy, and

D. I recommend approval of this agreement.

Supervisor's Signature: ____________________________________ Date: _____________

Approvals

Department Head: ____ Date: _____________

Administrator: ____ Date: _____________

Routing:
Original to: Department Supervisor
Copies to: Employee, Administrator, Business Office, IT Department

APPENDIX 3.7

Pittsburgh East Regional Catholic Elementary Schools, Inc.

Standard Warning Notice Form

Name: ____

Date: ____

Immediate Supervisor: ___________________________

Department: ___________________________________

The purpose of this written warning is to bring to your attention ongoing deficiencies in your conduct and/or performance. The intent is to define for you the seriousness of the situation so that you may take immediate corrective action. This written warning will be placed in your personnel file.

REASON FOR WARNING:

The above has been discussed with me by my supervisor. I understand the contents and acknowledge and understand the corrective action required. I also acknowledge and understand the potential consequences of noncompliance, which may result in disciplinary action up to and including termination of employment.

Signatures:

Employee: ____ Date: __________

Immediate Supervisor: ____ Date: __________

Supervisor of Immediate Supervisor: ______________________________ Date: __________

APPENDIX 3.7B

Pittsburgh East Regional Catholic Elementary Schools, Inc.

Written Reprimand

Name: ____

Date: ____

Immediate Supervisor: ___________________________

Department: ___________________________________

The purpose of this written reprimand is to bring to your attention serious deficiencies in your conduct and/or performance. The intent is to define for you the seriousness of the situation so that you may take immediate corrective action. This written reprimand will be placed in your personnel file.

REASON FOR REPRIMAND:

CORRECTIVE ACTION AND TIMETABLE FOR SUCH ACTION:

The above has been discussed with me by my supervisor. I understand the contents and acknowledge and understand the corrective action required. I also acknowledge and understand the potential consequences of noncompliance, which may result in disciplinary action up to and including termination of employment.

Signatures:

Employee: ____ Date: __________

Immediate Supervisor:____ Date: __________

Supervisor of Immediate Supervisor: ______________________________ Date: __________

APPENDIX 4.9

Americans with Disabilities Act (ADA)
MEDICAL ASSESSMENT FORM

PLEASE RETURN TO: [Employee Name and Address]

Pittsburgh East Regional Catholic Elementary Schools, Inc. ("Employer") requests that the treating physician(s) of [Employee Name] ("Employee") provide information to enable the Employer to assess whether there is a reasonable accommodation that the Employer can provide to permit Employee to perform the essential functions of her/his position as [Job Title].

A job description is enclosed. The information on the essential functions of the job is included in that description. **Our employee has been advised that this form must be fully completed by you and returned no later than [Date]. Failure to return the form by that day may jeopardize the Employee's continued employment.** Please consult this document in completing this form. If you have any questions, please contact [Administrator].

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of employees or their family members. In order to comply with this law, we are asking that you not provide any genetic information when responding to this request for medical information. 'Genetic information,' as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

Physician's Name ____

Telephone Number: ____

Dates of Treatment: ____

Probable Duration of Condition: _______________________________________

Is Employee substantially limited in any major life activities as a result of her/his health condition? If so, please identify the major life activities.

____
____
____
____
____
____
____
____
____

Is Employee unable to perform any of the essential functions of her/his job as listed in the job description or limited in her/his ability to do so? If so, please identify each limitation or inability to perform and the expected duration.

____

Does the condition cause Employee any functional limitations (such as limitations in the ability to reach, stand, bend, grip, concentrate, speak, etc.)? If so, please describe the limitations and their expected duration.

Based upon your knowledge of Employee's condition, are there any accommodations that the Employer can provide that you believe would permit Employee to perform the essential functions of her/his job?

Does Employee require leave from work or a reduced schedule as a result of her/his health condition? If so, please indicate what additional leave is required and/or what schedule of work Employee is able to adhere to and what you estimate to be the expected duration of this need.

Will the condition cause episodic flare ups periodically preventing Employee from performing her/his job functions and if so, please provide the anticipated frequency and duration of such flare ups as well as any accommodations that the employee will require as a result?

Please provide any additional information that you believe would assist the Employer in determining, in consultation with Employee, whether an accommodation can be provided to permit her/him to perform her/his job at [School]. We stress that you should not provide information that would provide us with information that should not be disclosed under GINA (see introductory language on this form).

____
____
____
____
____
____
____
____.

Date: _________________

Physician's Signature: ____

Printed Name: ____

Type of Practice: ____

Business Name: ____

Phone Number: ____