

COMPENSATION FOR RELIGIOUS WOMEN AND RELIGIOUS PRIESTS AND BROTHERS

April 10, 2017

TO: PASTORS AND OTHER SUPERVISORS
FROM: Most Rev. Armando X. Ochoa, D.D., Bishop, Diocese of Fresno
RE: 2017-2018 COMPENSATION FOR RELIGIOUS WOMEN AND RELIGIOUS PRIESTS AND BROTHERS

The Diocese of Fresno in accord with the other dioceses of the Province of Los Angeles has increased by 1.5% the annual stipend for men and women religious over last year's compensation package. This compensation package does not apply to religious order priests appointed as parish Pastors, Associates, or Administrators.

Please note that the new Compensation Schedules adopted by the Diocese of Fresno reflects the maximum amount of compensation provided by a parish, school, agency, or ministry of the Diocese. In the past several religious communities elected not to receive the maximum amount because of the nature of their ministry and/or because they work in poverty stricken areas.

Enclosed you will find the following documents:

1. Policies for the "Agreement for Services" (pages 2-3)
2. A form entitled "Agreement for Full-Time Services" (pages 4-5)
3. An information sheet entitled "Financial Guidelines for Fiscal Year 2017-2018" (pages 6-7)
4. The compensation schedules for Levels 1 and 2 for FY 2017-2018 (page 8)

If you have questions regarding the compensation for religious, please contact Mr. Gary Bethke (CFO) at (559) 488-7426.

POLICIES FOR THE “AGREEMENT FOR SERVICES”

For Religious Who Serve in Any Diocesan or Parish Agency

(This Agreement does not apply to religious serving in Catholic schools.)

Status: Whenever a Religious, with his/her Superior's approval, seeks a position with the Diocese of Fresno at the diocesan Pastoral Center, parish, or another diocesan agency; he/she remains an agent of his/her Religious Community. The Religious who takes a position with a diocesan agency, is not an employee in the technical meaning of that term, the Religious receives no salary for services. A stipend, however, is given to the Religious Community and sent to that same Community. This procedure is in compliance with the Norms of Canon Law regarding vowed Religious. But, although the Religious is not an employee as such, in the interests of a deep respect for religious life and the ministries of Religious, from a sense of justice and equity, and for the better collaboration of the Church among all its members, those responsible for the placement of Religious in our agencies are requested to observe the following policies:

Hiring Process: The Pastor/Supervisor who negotiates a position with a Religious must follow sound personnel practices in regard to the careful examination of the individual's resume, consultation with his/her Religious Community, a follow-up on his/her references from places in which he/she previously served, and conduct a formal interview. If there are doubts about the person's suitability for the position, great caution should be exercised before any agreement is finalized.

Agreement for Services: A written agreement for services is required for all positions involving Religious in diocesan agencies (see the “Agreement for Services” form). The agreement is with the Religious Community, the Religious, and the diocesan agency. The proper Superior of the Religious Community, the individual Religious, and the hiring Pastor/supervisor must sign it. The agreement should include explicit mention of the religious stipend, health benefits, retirement consideration, the expected hours and times of work, vacation time, sick leave, times away for religious community affairs, retreat and where appropriate, transportation, living arrangements, and any other fiscal aspects of the agreement with the Diocese as well as any other special negotiations. The agreement is only for a one-year period.

Job Description and Performance Appraisal: A job description and a process for regularly scheduled job performance evaluations of the Religious by the Pastor/supervisor should be included with the written agreement.

The Diocese of Fresno expects all persons to strive for excellence in performance and to adhere to professional work place standards. Therefore, the Diocesan Pastoral Center uses a diocesan performance appraisal process designed to help Religious and supervisors/department heads document performance and achievements.

Job performance is normally evaluated by the Pastor/supervisor at the conclusion of the ninety-day introductory period. In certain instances the introductory period may be extended to six months. After that, the Religious will be evaluated at regular intervals.

This formal performance appraisal process serves to:

- Document performance in relation to reasonable job expectations and standards
- Determine how the Religious might improve work performance
- Evaluate ministry opportunity and development
- Achieve a closer working relationship between the Religious and the Pastor/Supervisor
- Set goals and timetables for projects supporting the mission statement values of the agency and Diocese

Special performance appraisals may be conducted at any time, as circumstances warrant.

Personnel File: The Pastor/Supervisor should retain a personnel file for the Religious. If the source of stipend is the Diocesan Pastoral Center, the Episcopal Delegate for Women Religious will retain these files (in the case of a woman religious) or the Vicar General/Moderator of the Curia (in the case of a religious brother). The personnel file should contain:

- Application Form for Service of Religious
- Resumes/References
- Emergency Information Form
- Agreement for Services

- Performance Evaluations
- Job Description
- Finger Print Clearance Email from Diocese
- Safe Environment:
 - Signed “Code of Conduct”
 - Record of SE training (every three years)

Religious who work at the diocesan Pastoral Center will receive a copy of the Staff Handbook.

Non-Renewal or Termination: Whenever the Pastor/supervisor determines not to renew an “Agreement for Services” or to terminate the services of a Religious, great care needs to be taken to follow sound personnel guidelines including a discussion of the matter as early as possible, with careful attention to the justice due to all parties involved, and the overall good of the Church.

In the event of a non-renewal, notification will be given by the Pastor/Supervisor not renewing the “Agreement for Services” to the Religious and the Religious Community at least three months prior to the concluding date of the agreement.

The ministry of the individual Religious can be terminated thirty days after the Religious and Religious Community receive a written letter explaining the reasons for terminating the agreement and the Religious can resign with thirty days’ notice.

When the reason for dismissal, termination, or non-renewal is a failure of the Religious to fulfill the job expectations, then the written evaluations, and the documentation of meetings with the individual, should be a part of the Religious’ personnel records. Any dismissal, termination, or non-renewal process should include careful attention to the fiscal and benefit aspects of the initial agreement.

Whenever a Religious believes that his/her termination decision has not been justly and equitably made, an appeal is available. Such an appeal process will involve the Vicar for Priests or the Episcopal Delegate for Religious.

Diocese of Fresno
2017-2018 RELIGIOUS SERVICE AGREEMENT FOR FULL-TIME SERVICES

THIS AGREEMENT is entered into by:

_____ (Name of Parish/Agency Hiring)
of the Diocese of Fresno and
_____ (Name of Religious Community)
for the services of
_____ (Name of Religious)
for the period of _____ to _____

POSITION TITLE: _____

PASTOR/SUPERVISOR: _____

WORK HOURS/WEEK: _____

LEVEL OF MINISTRY: (Check one) Level 1 Level 2 Level 3

YEARS IN MINISTRY AT DESIGNATED LEVEL: _____

COMPENSATION TO COMMUNITY AND RELATED BENEFITS:

1. **Stipend:** 2017-2018 Scale (includes housing contribution) \$ _____
2. **Retirement:** (see scale) \$ _____
3. **Longevity:** Years as Religious from First Profession (check one)
 1-6 years (\$500) 7-19 years (\$1000) 20+ years (\$1200) \$ _____
4. **Health Insurance:** Provided the Religious is ministering 30 or more hours per week, the diocesan insurance premium is paid by the diocesan parish/agency and is included in the compensation package. If the Religious chooses to participate in his/her Congregational Health Insurance Plan, the amount of this plan is added to the compensation package up to the amount of annual diocesan insurance premiums. (Check one)
 Diocesan Health Insurance Plan: No stipend adjustment.
 Congregation Health Insurance Plan \$ _____
5. **Transportation:** The compensation schedule presumes that Religious are not provided vehicles by the parish/agency. However, if the parish is providing a car to a Religious, deduct \$5,000 from the stipend. Reimbursement for work-related transportation is at the rate of \$0.565 per mile.
 Deduction of \$5,000 for provided vehicle \$ _____
6. **TOTAL ANNUAL COMPENSATION** \$ _____
7. **MONTHLY COMPENSATION PAYMENT TO COMMUNITY** \$ _____
8. **FULL-TIME EQUAVALANCY** _____
Formula: 40 hours a week = 1.0; 30 hours/week = 0.75; etc.
9. **Vacation and Retreat Days:** 3 weeks' vacation plus one-week retreat. Follow ministry schedule.
10. **Holidays:** Follow ministry schedule.

11. **Paid Sick Leave:** 10 days per year with a maximum amount of 30 days which can be accumulated.
12. **Family/Medical Leave:** According to diocesan policy.
13. **Religious Community Affairs:** _____ days negotiated (up to 10 days)
14. **Life Insurance:** \$25,000.00 benefit

It is mutually understood that the Religious is not an employee of or under an employment contract with the Diocese of Fresno and is not covered by worker's compensation. The Diocese of Fresno assumes liability for the acts of Religious while engaged in the performance of services for the Diocese of Fresno.

All compensation and reimbursement checks will be made payable to the Religious Community. It is understood that payment for these services is not subject to withholding or reporting for any income, social security or any other taxes or any other deduction. All reporting to the extent required by law is the responsibility of the Religious Community.

In the event of a non-renewal of this "Agreement for Service," notification will be given by the parish/agency to the Religious and the Religious Community at least three months prior to the concluding date of this Agreement which is _____. The ministry of the individual Religious can be terminated thirty (30) days after the Religious and the Religious Community receives a written letter explaining the reasons for terminating the Agreement. The Religious can resign with thirty days' notice.

The terms of this agreement include the "Policies for the 'Agreement of Services' For Religious Who Serve in Any Diocesan Parish/Agency Except a Catholic School," to be consistent with the Compensation Summary.

Individual Religious (Name Printed/Signature)	Date
Pastor/Supervisor (Name Printed/Signature)	Date
Religious Community Representative (Name Printed/Signature)	Date

FINANCIAL GUIDELINES FOR FISCAL YEAR 2017-2018

The following guidelines serve as the reference guide for the enclosed Levels of compensation for Women Religious as well as for Religious Priests and Brothers engaged in religious work (whether it is in Religious Education, Campus Ministry, Parish Ministries, or in Diocesan offices) with respect to stipend and benefit arrangements.

Compensation Criteria: There is a three level religious compensation policy which has been adopted by the Bishops of the Los Angeles Province. The compensation for the services of Religious consists of remuneration, both direct (cash stipend) and indirect (benefits).

The monetary difference between the three Levels of compensation is directly related to the responsibilities of the positions within each level-category. The following describes the basic assumptions representative for each level of compensation.

LEVEL 1: A lower level of compensation than for the standard ministries of Level 2, for Religious who serve in some way, by appointment to a diocesan parish/agency, but are unable for whatever reasons (e.g., age, health, etc.) to bear the full rigors of ministry.

LEVEL 2: Compensation for Religious exercising, by appointment to a diocesan parish/agency, one of the standard ministries relating to the life and mission of the Church.

LEVEL 3: This is a higher level of compensation for a special category of diocesan-level positions with Religious holding executive posts demanding exceptional preparation and qualifications. There are no parish positions that qualify for this compensation level

Placement within a Level of Compensation: To determine where to place a Religious within a Level, the parish or supervisor needs to compute the number of consecutive years that the Religious has served in a particular work or apostolate. The employer determines the years of recognized service in a particular work or apostolate in the Church.

Alteration of Compensation Schedules: Some Religious Communities may decide not to ask for the full amount of compensation (stipend & retirement) for their members due to the nature of the ministry, the poverty and need in the area, or other reasons. This is a Religious Community's decision. On the other hand, the Diocese of Fresno prohibits any diocesan agency from paying more to a Community than what is given on the enclosed schedules.

Longevity Factor: The longevity factor compensation is based upon the total numbers of years that the religious has been professed in the community. See the schedules.

Housing: The parish or agency should not provide housing or additional compensation for housing to religious since compensation for housing is included in the stipends on the schedules. If the Religious would like to use the parish's convent, the Religious Community should negotiate a rental fee with the Pastor.

Retirement Benefit: Religious are provided a retirement benefit equivalent to the lay employees retirement benefit. The benefit is 14.15% of the stipend (lay employees = 6.5% diocesan retirement + 7.65% social security). This benefit is prorated for part-time and/or part-year ministry assignment.

Life Insurance: Religious who qualify for the diocesan life insurance plan as determined by the provisions of this plan shall be provided \$25,000 of life insurance.

Effective Date: July 1, 2017

Approved by the Bishop of the Diocese of Fresno, Most Rev. Armando X. Ochoa, D.D. 4/11/2017

DIOCESE OF FRESNO
COMPENSATION SCHEDULES FOR RELIGIOUS

(Does Not Apply To Religious Serving In a School)

Fiscal Year: 2017-2018

Years	LEVEL ONE		LEVEL TWO	
	Stipend	Retirement	Stipend	Retirement
1	\$22,380	\$3,167	\$33,134	\$4,688
2	\$23,075	\$3,265	\$33,512	\$4,742
3	\$23,773	\$3,364	\$33,888	\$4,795
4	\$24,469	\$3,462	\$34,266	\$4,849
5	\$25,166	\$3,561	\$34,642	\$4,902
6	\$25,866	\$3,660	\$35,017	\$4,955
7	\$26,561	\$3,758	\$35,396	\$5,009
8	\$27,260	\$3,857	\$35,771	\$5,062
9	\$27,631	\$3,910	\$36,287	\$5,135
10	\$28,010	\$3,963	\$36,803	\$5,208
11	\$28,389	\$4,017	\$37,314	\$5,280
12	\$28,767	\$4,071	\$37,382	\$5,385
13	\$29,144	\$4,124	\$38,351	\$5,427
14	\$29,518	\$4,177	\$38,865	\$5,499
15	\$29,898	\$4,231	\$39,381	\$5,572
16	\$30,275	\$4,284	\$39,895	\$5,645
17	\$30,652	\$4,337	\$40,414	\$5,719
18	\$31,027	\$4,390	\$40,929	\$5,791
19	\$31,408	\$4,444	\$41,444	\$5,684
20	\$31,780	\$4,497	\$41,959	\$5,937
20+	\$32,157	\$4,550	\$42,472	\$6,010

LONGEVITY FACTOR COMPENSATION

The following amount is to be added to the total compensation package for each religious based upon the each religious member's total number of years of religious profession:

YEARS	AMOUNT
1-6	\$500
7-19	\$1,000
20+	\$1,200