

### POLICY

The Archdiocese of Miami, its parishes, schools and agencies, provide a ministry stipend and other benefits to members of Religious Institutes serving in ministry at parishes, schools and agencies of the Archdiocese. The directives in this policy apply only to compensation for ministry within entities of the Archdiocese and do not apply to schools and other ministries sponsored by Religious Institutes or others within the boundaries of the Archdiocese.

On occasion, the Archbishop entrusts certain works of the Archdiocese to a Religious Institute. In this case, a written agreement defines the expectations of the work to be accomplished, the members to be devoted to the work and economic matters associated with the work. Relationships of this type are beyond the scope of this policy.

I. The Archdiocese of Miami, its parishes, schools and agencies, welcome the commitment of Religious Sisters and Brothers, serving in ministry. Each of the Religious serves within the Archdiocese in a specific role at the direction of his/her religious Institute and at the invitation of the pastor, principal or administrator of the Archdiocesan entity. Compensation is provided to the Religious Institute by the entity for the services of its member. Benefits of health and life insurance and a contribution toward future retirement expenses<sup>1</sup> are also provided to the member by the entity.

Recognizing that the religious Sister or Brother serves at the direction of her/his Religious Institute, the *Agreement* included in this policy is used to commemorate the relationship between the Religious Institute with the Archdiocesan entity regarding the service of the member. A job description should be provided to the Sister or Brother at the time the *Agreement* outlined in this policy is signed.

### A. Stipend

| Religious working in a ministry that requires a twelve-month commitment (less one month for annual vacation)  | \$26,280 |
|---|----------|
| Religious working in a ministry that requires an eleven-month commitment (less one month for annual vacation) | \$24,090 |
| Religious working on a monthly basis  | \$2,190  |

Religious working in a ministry which requires a twelve-month commitment, less one month for vacation, are to be paid the monthly stipend on a twelve-month basis (\$2,190 per month X 12 months).

Religious working in a ministry which requires an eleven-month commitment (such as classroom teaching), less one month for vacation, are to be paid the monthly stipend on an eleven-month basis (\$2,190 per month X 11 months).

A Religious working short term is to be paid the monthly stipend of \$2,190 for each month of service.

<sup>&</sup>lt;sup>1</sup> Religious who have served in the Archdiocese of Miami prior to 1985 are eligible for participation in the Archdiocese of Miami Pension Plan. Contributions are made to this Pension Plan, which will provide an annuity to the religious Institute after the retirement of the member. No additional contribution is made to the religious Institute for future retirement expenses.



### B. Sick Days

The Archdiocese of Miami Employee Handbook defines sick day policies for instructional (teachers, librarians, principals, etc) and non-instructional personnel (parish ministry, administrative personnel, etc). Although Religious are not employees, Religious are eligible for sick days according to the policy as applicable to the ministry and role of the Religious.

#### C. Vacation

Religious Brothers and Sisters are eligible annually for one month of paid vacation for time away from ministry. No additional paid time off is provided for retreat. For Religious in ministries such as teaching in schools where service is generally provided ten months of the year, stipend is paid for eleven (eleven) months, to include a month of paid vacation.

For Religious in ministries that continue throughout the entire twelve (12) months of the year (archdiocesan leadership positions, principals or program directors, for example), the stipend is paid for twelve months to include a month of paid vacation.

Vacation must be scheduled according to the policies of the parish, school or agency where the Religious serves and the needs of the ministry. The month's vacation may be, but is not required to be, taken consecutively.

#### **D.** Health and Life Insurance

The parish, school or entity will pay the cost of the health insurance for each Religious in the approved Archdiocesan plan. All Religious are offered the "premium" plan provided by the Health Plan, at no cost to the Religious or the Religious Institute.

If a Religious Sister or Brother declines enrollment in the Archdiocese of Miami Health Plan, no payment in lieu of health insurance is provided to the Religious or to her/his Religious Institute.

The Religious Sister or Brother will have the option to remain in the Archdiocesan Health Insurance Plan for 60 days after leaving active ministry, with the expense borne by the Religious Institute.

#### E. Contribution toward Future Retirement

Annually, the parish, school or entity makes a contribution to the Religious Institute of \$4,050 to be sent directly to the Religious Institute to be used by the Institute for future retirement expenses. An additional \$1,000 a year is to be sent to the Religious Institute as an added benefit in lieu of the employer portion of social security taxes that would otherwise be paid by the parish, school or entity. There is no vesting requirement related to the retirement contribution.

Religious Sisters and Brothers who began ministry at any entity of the Archdiocese after 1985 are not eligible to participate in the Archdiocese of Miami Pension Plan. For those who began ministry no later than 1985 and who are eligible for the Pension Plan, the parish, school or entity contributes monthly to the Plan as billed by the Plan. No contribution for retirement expenses is made to the Religious Institute.



For those Religious eligible to participate in the Archdiocese of Miami Pension Plan, an annual contribution of \$1,000 is to be sent to the Religious Institute as an added benefit in lieu of the employer portion of social security taxes that would otherwise be paid by the parish, school or entity.

#### F. Unemployment Compensation, Workman's Compensation Insurance

Religious Sisters and Brothers are not employees of the entity where they serve in ministry. Instead, they serve as agents of their Religious Institute according to the terms of the *Agreement* between the entity and the Institute. Religious Sisters and Brothers are not eligible for unemployment compensation and workman's compensation insurance.

#### G. Housing Allowance

An allowance of no less than \$500 per month (\$6,000 per year) for the cost of rent, utilities, and telephone will be provided for each Religious when the housing is not provided by the entity. For those required to pay rent for residence in a convent supported by another entity, a suitable amount should be determined by the administrator of the entity supporting the convent and the administrator responsible to provide housing to the Sister or Brother in ministry.

#### H. Car Allowance

Safe and suitable transportation is provided by the entity where the Sister or Brother is engaged in ministry. For a group of Religious, the number of cars provided should be based on a demonstrated need of the Religious. Maintenance, gasoline and car insurance are the responsibility of the entity. If cars are used for personal or community business, the associated expense is borne by the Religious community.

Additional cars are to be provided for Religious who are engaged in special ministries which require an almost restrictive use of a car.

The following options are available for transportation:

- 1. All costs for gasoline and repair, insurance and tag, for the maintenance and operation of cars owned or leased by the entity are paid directly by the entity.
- 2. Alternatively, if the Religious Institute provides the car, the entity will pay \$458.33 a month (\$5,500 a year) per car. This covers all expenses -- gas, oil, repairs, tag and insurance, as well as depreciation. The entity has no other responsibility to provide transportation or pay mileage for the Religious.

#### **II.** Agreement with Religious

The only document used to memorialize the relationship between a member of a Religious Institute and a parish, school or entity of the Archdiocese in which the Religious serves in ministry is the *Agreement* included in this policy. Although contracts are used with lay teachers and principals, the *Agreement* replaces the contract even for instructional personnel. A copy of the executed *Agreement* and Compensation Worksheet is provided to the Religious and to her/his Institute along with a job description for the ministry position to be filled by the Religious.



### **AGREEMENT FOR RELIGIOUS**

| N  | AME OF INSTITUTE   |                                    |                                    |      |
|----|--|------------------------------------|------------------------------------|------|
| Al | DDRESS   | PHONE                              | CELL                               |      |
| CI | TY   | STATE                              | ZIP                                |      |
| 1. | It is mutually agreed that for the p                                   | eriod from                         | to,                                | the  |
|    | Institute identified above will assi                                   | gn                                 |                                    | ,    |
|    | SS#, a m   | ember of the Institute, to serve   | n ministry according to the attac  | hed  |
|    | job description in the position of_                                    |                                    |                                    |      |
|    | for Parish / School / Arch   | ndiocesan Entity                   | <u> </u> .                         |      |
| 2. | The duties to be performed shall be position. The Institute and the Re |                                    |                                    |      |
|    | the Religious is qualified for the p                                   | -                                  | 1 5                                |      |
| 3. | The daily activities of  |                                    | will                               | l be |
|    | under the supervision of   | Pastor / Principal / Administrator | The                                |      |
|    | Institute, however, will make all                                      | arrangements for the assignment    | t of said Religious, who at all ti | mes  |
|    | will remain under the general dire                                     | ction of the Institute.            |                                    |      |
|    |  |                                    |                                    |      |

- In consideration for these services, the Parish / School / Entity agrees to remit to the Institute an annual amount of \$\_\_\_\_\_\_, to be paid in \_\_\_\_\_\_ installments.
- 5. In addition, the Religious will be eligible to participate in the medical and retirement benefits program according to the plan in effect for the Archdiocese of Miami during the term of this agreement period. Arrangements for housing and transportation will be provided according to this policy.



- 6. It is understood that payment for these services is not subject to withholding or reporting for any income, social security, other taxes or deductions. All such reporting to the extent required is the responsibility of the Institute.
- It is further understood that the parties to this agreement are bound by and subject to the Code of Canon Law as promulgated by the Roman Pontiff and policies and procedures of the Archdiocese of Miami as interpreted by the Archbishop.
- 8. Any dispute which might arise between the parties shall be resolved through the appropriate administrative or judicial tribunals of the Roman Catholic Church as set forth in Canon Law. Such tribunals shall enjoy exclusive jurisdiction to resolve all disputes, unless the parties agree otherwise.
- 9. This agreement may be terminated by either party upon thirty days written notice.

IN WITNESS WHEREOF, the parties have executed this agreement on this \_\_\_\_\_ day of

, 202\_\_\_\_\_.

\_\_\_\_\_Date\_\_\_\_\_ Signature of Religious \_\_\_\_\_\_ Date\_\_\_\_\_ Date\_\_\_\_\_

Pastor/Administrator/Principal



### COMPENSATION WORKSHEET

| Name of Religious   |                     | E-mail |  |  |  |
|---|---------------------|--------|--|--|--|
| Effective Start Date  |                     |        |  |  |  |
| Name of Institute   |                     |        |  |  |  |
| Contact Person for Institute  | E-mail              |        |  |  |  |
| Mailing Address of Institute  |                     |        |  |  |  |
| Telephone   |                     |        |  |  |  |
| Annual Stipend  |                     |        |  |  |  |
| Transportation Provided   | or Stipend Provided |        |  |  |  |
| Retirement  |                     |        |  |  |  |
| Contribution in lieu of SS tax                                      |                     |        |  |  |  |
| Housing Arrangements, including stipend if housing is not provided: |                     |        |  |  |  |

Health Insurance in provided in the Archdiocese of Miami Plan at no cost to the Religious

Copy to Religious/Copy to Religious Institute/Copy to Entity Bookkeeper/Copy to Personnel File