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**GUIDELINES FOR PERSONNEL**  
**MANAGEMENT, POLICIES, AND PRACTICES**

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## **I. INTRODUCTION**

Community Action, Inc. of Central Texas, a nonprofit corporation, is governed by a Board of Directors. The Board sets policy, which is administered by an Executive Director, employed by the Board, to conduct the day-to-day activities of the Agency. These activities are within the corporation's jurisdiction as a designated multi-county antipoverty agency pursuant to Community Services Block Grant Act, as amended, with particular reference to Title II, Subtitle B. In the absence of the Executive Director, the responsibility and authority to administer the Agency are given to a member of the management staff designated by the Executive Director.

The purpose of this personnel guide, or manual, is to establish personnel processes and procedures which are uniform throughout the Agency and in compliance with mandated local, State, Federal, and funding source regulations, as appropriate. However, all employees of the Agency are "employees at will" and may be terminated from their employment with the Agency at the discretion of the Executive Director, who will determine whether it is in the best interests of the Agency to afford the employee the processes and procedures provided in this personnel manual. Those processes or procedures which are required by laws, rules, or regulations found outside of this manual, which govern the activities of the Agency, will be followed as required. No provision of this manual shall be considered, for any purpose, a contract or promise of the Agency to an employee that the employee will be treated in any particular manner.

As revisions are made they will be submitted to the Board for approval. In compliance with Head Start Performance Standards, updates are also subject to approval by the Head Start Policy Council.

Updates are provided to all employees.

## II. OPERATING PRINCIPLES

### Purpose

Community Action, Inc. of Central Texas prides itself on the high standards of excellence embodied in our operating principles. We expect our employees to personify these ideals in their dealings with clients and each other. All staff is expected to recognize, value, and exemplify ethical conduct when representing the agency. Although not all-inclusive, the following individual responsibilities are intended to provide guidelines for the professional, ethical, and socially responsible behavior we expect of our employees. While certain expectations are more fully elaborated, overall guidance should be respect for the dignity of each person.

### Individual Responsibilities

- ***Lifelong Learning*** will be achieved by constantly seeking innovative opportunities to expand knowledge, skills, and experiences.
- ***Effective Communication*** will be achieved by providing well thought-out, concise, and timely oral and written information, and acting as a resource to others.
- ***Teamwork*** will be achieved by considering group effort more important than individual effort, sharing information, and staying sensitive to others' needs and opinions.
- Employees will be expected to set ***High Personal Standards*** by setting challenging goals and continuously seeking feedback and opportunities to improve performance.
- Employees will be expected to remain ***Flexible*** by accepting other viewpoints, shifting strategies if necessary, and adjusting to changing work priorities.
- A concern for ***Accuracy and Effectiveness*** will also be expected through considering how your work impacts both short-term and long-term operating efficiencies.
- Employees will ***Take Initiative*** in their work environment by being proactive rather than reactive.
- Employees will conduct themselves in a ***Courteous and Respectful*** manner and provide themselves as positive role models. Our principles will be served loyally and faithfully by ensuring that all business dealings and relationships are conducted fairly and honestly.

Community Action Inc. provides these guidelines mindful of the fact that the good judgment of its staff is essential, and that no list of rules or guidelines can provide direction for all the varied circumstances that may arise. It is expected that the behavior of employees will reflect civility, decency, and respect for oneself and others.

All employees must certify their intent to continue compliance with these principles, as they are subject to review and amendment periodically.

### **III. NON-DISCRIMINATION**

#### **A. EQUAL OPPORTUNITY/AFFIRMATIVE ACTION POLICY STATEMENT**

In compliance with Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Rehabilitation Act of 1973, and the Vietnam Era Veterans Readjustment Act of 1974, Community Action, Inc. of Central Texas hereby affirms its commitment to equal employment opportunity for all qualified individuals, without regard to race, color, creed, national origin, religion, political affiliation, physical or mental disability, sex, age, or veteran status. In support of Executive Order 11246, we pledge to take affirmative action steps designed to insure non-discrimination and equal employment opportunity for all individuals, regardless of race, color, creed, national origin, sex, or religion. With regard to Sections 503 and 504 of the Rehabilitation Act of 1973 and Title IV of the Viet Nam Veterans Readjustment Assistance Act of 1974, we also make the same affirmative action pledge and support to all disabled individuals, disabled Veterans, and Veterans of the Viet Nam Era.

Community Action, Inc. of Central Texas conducts all aspects of employment, including recruiting, hiring, promotions, firings, demotions, lay-offs, call-backs, lateral reassignments, and transfers without regard to race, color, creed, national original, religion, political affiliation, physical or mental disability, sex, age, or veteran status. All decisions are based only on requirements and criteria which are job related. Non job-related factors are not considered. We further affirm that all decisions related to other aspects of employment, such as fringe benefits, training and development opportunities, and compensation policies are administered equally and fairly to all individuals without regard to race, color, creed, national origin, religion, political affiliation, physical or mental disability, sex, age, or veteran status.

Equal opportunity can only be achieved through demonstrated leadership and commitment to that expressed goal. It is incumbent that no employee, regardless of position or level within the Agency hierarchical structure, discriminate illegally in any policy, practice, or procedure. Each and every employee is expected to make every reasonable effort to demonstrate and carry out the affirmative action mission in spirit, as well as in letter, to assure that equal opportunity is available to all. It is Community Action, Inc.'s further commitment to maintain an environment free of any form of harassment, coercion, intimidation, interference or discrimination to any applicant or employee for filing a complaint or assisting in an EEO investigation.

**B. WHISTLE BLOWER ACT**

The Agency may not directly, indirectly, or through contractual agreement, subject an individual to discrimination because the individual reports any violation of any of the Agency's funding source contracts, laws, or regulations to any appropriate regulatory or law enforcement authority.

If any such report is not made in good faith, the employee making the report is subject to discipline as provided in these policies.

## **IV. EMPLOYMENT RECRUITMENT AND SELECTION**

### **A. PROVISIONS**

Employment with the Agency is dependent upon federal, state and local funding. Opportunity for employment is open to any person; however it is the policy of the Agency to fill vacancies by promotion from within whenever present employees are qualified and available. Each vacancy will be posted for internal bid. At the Division/Program Director's discretion, external advertising may be conducted.

The Executive Director is authorized to hire all personnel. Certain personnel hired for the Head Start Program must also be approved by the Head Start Policy Council as per Head Start Performance Standard 1304.50(d)(1)(xi).

### **B. CRITERIA**

It is the policy of the Agency to fill vacancies with the best-qualified candidates. The Board establishes objective criteria for the selection decisions. These criteria are not rank-ordered and may be considered in whole, or in part, in making such decisions. They are as follows:

- Academic preparation supported by transcripts and/or certificates of completion
- Experience – 90 days completion is required before an employee can apply for other positions within the agency
- Recommendations and references
- Evaluations

In addition to the above stated criteria, individuals hired for the Agency must also meet any employment requirements mandated by Agency, State, Federal, licensing or funding source policies and standards, such as minimum age, physical abilities, negative drug screens, legal U.S. residency and work authorization. The requirements listed below are examples:

- Certain job duties covered by Child Labor Laws or State Day Care Licensing Standards require that the employee be 17 or 18 years of age. Additional age requirements may be specified for specific positions.
- Certain positions within the Agency may require both physical exam and drug screen as a condition of employment.
- Individuals hired to work with children must comply with criminal history investigations as described in Appendix A of this Guide.
- Individuals hired as drivers of yellow school buses must comply with licensing standards established by the Department of Transportation. These standards include a minimum age requirement of 21.

### **C. REFERENCES**

External applicants must furnish employment and personal references. Prior to extending an offer, employment references will be checked and documented. In situations where supplemental reference information is needed, character references will also be checked and documented.

Any willful misrepresentation of facts or failure to report pertinent data on the application form or any official employment record shall be just cause for disqualification. In situations where the misrepresentation is discovered after the individual is hired, the misrepresentation shall be just cause for dismissal.

### **D. PROPOSALS/GRANTS**

The Agency at various times seeks additional or new funding by way of proposal/grant submission. In many cases, the proposal/grant requires naming a specific, qualified individual for the administration of requested funding. In such cases, the individual will be selected by the director of the program affected, with the approval of the Executive Director. If the proposal/grant is funded, the individual named in the proposal/grant will be offered the proposed position. If the individual declines the offer of employment, the position will be filled following the Agency's selection policies.

## **V. CONDITIONS OF EMPLOYMENT**

### **A. NEPOTISM**

No person will be employed by the Agency while he or she or any member of his or her immediate family (as defined in Chart N) serves on the Board of Directors, or on the Head Start Policy Council. Persons serving on the Head Start Policy Council may be employed by the Agency on a casual basis only, as authorized by Head Start Performance Standard 1304.50(b)(6). Former Agency employees must wait for a period of 12 months after their employment termination date for appointment consideration to the Board of Directors or Head Start Policy Council. Further, no Board of Directors member may be employed by the Agency until a period of twelve months has elapsed since the member's board service. No person shall be appointed to the Board of Directors or to the Head Start Policy Council if he or she has an immediate family member who is employed by the Agency. Immediate family for this purpose is defined as: spouse, father, father in law, mother, mother in law, brother, brother in law, sister, sister in law, son, son in law, daughter, or daughter in law.

No person related within the second degree by affinity or third degree by consanguinity to any officer of the Agency or member of the Agency's management staff will be employed by the Agency. Further, no person will be hired into a position which, through the Agency's chain of command, reports to a staff member who is related to that person within the second degree by affinity or third degree by consanguinity (see Chart N).

## **B. CONFLICT OF INTEREST**

### **Gifts and Gratuities**

Employees of the Agency are prohibited from accepting gifts, money or gratuities from any person receiving services from the Agency. It is also prohibited for any employee to accept gifts, money or gratuities from vendors or others persons performing services under contract to the Agency. Exceptions to this include a basket of fruit or candy which can be shared with other employees or business lunches/dinners during which business is conducted.

### **Outside Employment Activities**

Outside employment and activities of Agency personnel must meet with the following criteria to be considered permissible:

1. Such employment or activity shall not interfere with the efficient performance of the employee's duties with the Agency.
2. Such employment or activity shall not involve, directly or indirectly, any conflict of interest with the employee's duties and responsibilities with the Agency or any aspect of any of the Agency's funding source contracts.
3. Such employment shall not involve the performance of duties which the employee should perform as part of his or her employment with the Agency.
4. Such employment shall not occur during the employee's regular or assigned working hours with the Agency, unless the employee during the entire day on which such employment occurs is on annual leave or leave without pay from the Agency.
5. Such employment or activity shall not be considered a discredit to the Agency or its employees or be able to be viewed negatively in regards to favoritism, discrimination, or any other non-bias view points.

## **C. POLITICAL/SECTARIAN ACTIVITIES**

### **Political**

- Employment with the Agency will not be offered as a reward for political activity or the active support of a political party or a political candidate.
- Employees may engage in municipal or partisan political activities during their off duty hours. Employees are prohibited from becoming a candidate for or accepting a partisan political office.
- Employees may not use their official Agency authority or influence for the purpose of interfering with or affecting the result of an election or nomination of office.
- Employees may not, directly or indirectly, use their official Agency authority or influence to coerce, attempt to coerce, command, or advise another Agency employee to pay, lend, or contribute anything of value to a political party, committee, organization, agency or person for a political purpose.
- Federal, state, or any other Agency funds restricted by the Hatch Act may not be used for lobbying purposes, nor may employees lobby during working hours.
- Voter registration activities (including making available voter registration cards) and/or any activity to provide voters or prospective voters with transportation to the polls, encourage their voting in any election, or similar assistance in connection with elections is strictly prohibited by employees while they are on duty as employees of the Agency.

### **Sectarian**

- Sectarian activity, worship or instruction will not be allowed during working hours.

#### **D. CONFIDENTIALITY**

The confidential relationship between Community Action programs and each of its clients/staff is a fundamental civil right and legal principle which has long been recognized in practice. Services will be provided in a manner that respects the privacy and dignity of the individual. It is essential that each staff member, consultant and volunteer respect and maintain the confidential aspects of the services of all Community Action programs. Transactions, services, correspondence, conversations (both of a social and business nature) and negotiations involving our clients/staff may not be made public or discussed with any person other than appropriate Community Action staff, consultants, and volunteers. ("Appropriate" Community Action staff will be determined by each Division/Program Director or will be as defined in the Infectious Disease Control Policies).

All personal facts and circumstances about clients or staff obtained by Community Action employees, consultants, and volunteers will be treated as privileged communication, will be confidential and will not be divulged without the individual's written consent, except as may be necessary to provide emergency services to the individuals or as legally required. Information may be disclosed in summary, statistical, or other form which does not identify particular individuals.

No information concerning any client/staff is to be given to anyone over the telephone without that client's/staff's written knowledge and consent. Clients/staff who desire their confidential information sent to another person, agency or health provider must sign a release of information form to that effect. If the client/staff wishes to hand carry that information, they may do so after giving proper identification. Records of these transactions must be documented and the signed consents placed in the client's file or the personnel file, whichever is applicable.

## **E. SEXUAL HARASSMENT POLICY**

### **1. DEFINITION**

The Equal Employment Opportunity Commission defines sexual harassment as:

“Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when

- submission to such conduct is made either explicitly or implicitly a term or condition of an individual’s employment,
- 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.”

The Equal Opportunity Commission further describes sexual harassment as being of two kinds:

- **Quid Pro Quo**

This type of sexual harassment occurs when employment decisions (hiring, firing, promotion, employment privileges, etc.) are made on the basis of an individual’s submission to or rejection of unwelcome sexual conduct.

- **Hostile Work Environment**

This type of sexual harassment occurs when the activity in question creates a hostile or offensive work environment for members of one sex, whether such activity is carried out by a supervisor or a co-worker. Such activity includes displaying “pin-up” calendars, pornographic or other sexually demeaning pictures, telling sexually oriented jokes, engaging in sexual teasing, pressuring an employee for dates, making sexual advances, or any unwelcome touching.

## **2. POLICY**

It is the policy of the Agency that no employee will be harassed by another employee (supervisor or co-worker) on the basis of sex. Sexual harassment shall include any of the activity defined or described above. The policy further provides that no personnel action will be taken which affects an employee (either favorably or unfavorably) on the basis of conduct that is not related to work performance. Such conduct may include submitting to sexual advances, refusing to submit to sexual advances, protesting sexual overtures, or raising a complaint concerning the alleged violation of this policy.

The purpose of this policy is not to regulate the personal lives or morality of the Agency's employees. The policy is to protect all Agency employees, both males and females, against unsolicited and unwelcomed sexual overtures or conduct, either physical or verbal. It prohibits unwelcome conduct which upsets employee morale and interferes with an employee's work and efficiency.

## **3. CONDUCT**

Sexual harassment does not refer to occasional compliments of a socially acceptable nature or welcome social relationships.

Sexual harassment does refer to any demand for sexual favors that is accompanied by a promise of favorable job treatment or a threat concerning the employee's employment.

Sexual harassment does refer to any subtle pressure for sexual favors, including implying or threatening that an applicant's or employee's cooperation of a sexual nature (or refusal thereof) will have an affect on the individual's employment, job assignment, wages, promotion, or any other conditions of employment or future job opportunities.

Sexual harassment does refer to behavior that is not welcomed by the employee and is personally offensive; i.e.,

- Repeated sexual flirtations, advances or propositions.
- Continued or repeated verbal abuse of a sexual nature, sexually related comments and jokes, graphic or degrading comments about an employee's appearance, or the display of sexually suggestive objects or pictures.
- Any uninvited physical contact such as touching, patting, pinching, or brushing against another's body.

#### **4. VIOLATIONS**

Any employee who violates the Agency's Sexual Harassment Policy will be subject to discipline up to and including termination.

#### **5. COMPLAINTS/QUESTIONS**

Any employee who feels that he or she is a victim of sexual harassment should immediately report the matter to the Human Resources Director. The matter will be thoroughly investigated.

Any questions regarding the Agency's Sexual Harassment Policy or a specific situation should be brought to the attention of the Human Resources Director.

If after bringing a sexual harassment complaint or question to the attention of the Human Resources Director, the employee does not believe the situation has been satisfactorily resolved, the employee should bring the matter to the attention of the Executive Director.

If after taking the matter to the Executive Director, the employee still does not believe that the situation has been satisfactorily resolved, the employee should follow the Agency grievance procedures.

In any situation where an employee brings a sexual harassment concern to the attention of Agency management and states that he or she prefers to handle the situation without assistance from the Agency, the employee will be required to sign a waiver indicating that he or she has asked that the Agency take no action on his or her behalf. Signing of the waiver does not preclude the employee from later asking that the Agency take action on his or her behalf.

The confidentiality and privacy of the Agency's employee and those involved will be respected and protected.

## **F. DRUG AND ALCOHOL FREE WORKPLACE POLICY**

### **1. PURPOSE**

Community Action, Inc. of Central Texas is committed to providing a drug and alcohol free workplace which will help to insure a safe and productive workplace for its employees.

### **2. POLICY**

Community Action, Inc. of Central Texas will provide a drug free workplace in compliance with Public Law 100-690, Title V, Subtitle D of the Drug Free Workplace Act of 1988.

- The unlawful manufacture, distribution, dispensing, possession, sale, purchase, use, or being under the influence of illegal drugs, as well as alcoholic beverages or inhalants, is prohibited on Community Action Agency premises, property, or any of its facilities.
- In commitment to the spirit and intent of the policy, the Agency will not provide alcoholic beverages at Agency sponsored social events for its employees.

### **3. VIOLATIONS**

Any regular, part-time, temporary or contract employee who violates the Agency's Drug and Alcohol Free Policy will be subject to disciplinary action up to and including termination.

Any employee convicted of any violation of a drug statute will be subject to Agency personnel action. The personnel action may include required participation in an alcohol/drug abuse treatment rehabilitation program or disciplinary action up to and including termination.

### **4. AWARENESS PROGRAM**

The Agency will provide employees with information concerning the dangers of drug abuse in the workplace, the Agency's commitment to provide a drug free workplace, drug abuse counseling and prevention services available for employees, and penalties that may be imposed for violations of this policy.

## **5. EMPLOYEE RESPONSIBILITIES**

As a condition of initial and continued employment, all employees will agree to abide by the Agency's Drug and Alcohol Free Workplace Policy.

Any employee convicted of a violation of a drug statute occurring at the work place must notify his or her supervisor within five days after the conviction.

Any employee taking medication prescribed by a physician must notify his or her immediate supervisor if the medication is likely to produce any side effects which the employee believes can or will impair his or her performance on the job. The notification must be in writing and must include the name of the medication, the attending physician's name and the expected side effects. All prescription medication must be kept in its original container.

## **6. SEARCHES/TESTING**

Search procedures of Agency property or premises can be conducted any time there is reasonable cause for such a search. The agency retains the right to test employees upon reasonable suspicion of a violation of this policy, as determined by the Executive Director or Human Resources Director. This test may include blood, urine, hair, or other specimen testing. An individual's refusal to test may be cause for discipline or dismissal.

## **7. EMPLOYEE ASSISTANCE**

The agency is in business to help people help themselves. That statement of purpose also applies to its employees. Therefore the Agency encourages any employee who suffers from drug and/or alcohol dependency and/or suffers from associated personal and/or emotional problems to contact the Human Resources Director for assistance in identifying available resources for dealing with such problems. Seeking such assistance before the dependency causes job performance to suffer can help prevent any disciplinary actions, up to and including immediate discharge, associated with poor performance.

When deemed appropriate, participation in an assistance program, such as a drug abuse or rehabilitation program, can be a requirement of employment continuation, particularly if the employee has been convicted of a drug or alcohol related offense. The Agency's approval, recommendation, or requirement of a specified program does not constitute any financial commitment from the Agency.

Employee assistance is not limited to drug or alcohol related problems. From time to time all employees are faced with personal problems – problems serious enough to affect their lives at home and at work – serious enough that they can't be handled alone. In such situations, employees are encouraged to call the

Human Resources Director for help in identifying professional, low cost, resources which can help solve individual, marriage, family, child, or other personal and emotional problems.

Any request for assistance in resolving personal problems will be treated as a confidential matter.

**8. POLICY MAINTENANCE**

The Agency will make good faith effort to maintain a drug and alcohol free workplace through implementation of the above stated policy and procedures.

## **G. TOBACCO FREE WORKPLACE POLICY**

Due to acknowledged hazards arising from the use of tobacco products, it shall be the policy of Community Action, Inc. of Central Texas to provide a tobacco-free work environment for staff and clients. This policy covers the use of any tobacco product and applies to all employees, clients, contractors, and visitors. Tobacco use will be strictly prohibited within agency owned or leased buildings and agency vehicles. Employees who violate this policy will be subject to the same disciplinary actions that accompany infractions of other Agency rules.

## **H. INFECTION CONTROL POLICY**

The Agency makes every effort to provide a work environment that protects the health and well-being of all its employees. The Agency insures that its employees receive appropriate infection control training, and that its health related policies, operating procedures, housekeeping standards, record keeping requirements, and communication processes discourage practices which may cause or increase the spread of infections. In so doing, the Agency insures compliance with OSHA prescribed mandates, particularly as they regard the transmission of blood borne pathogens, and communicating the hazards of various chemicals in which some employees come in contact in the performance of their duties. As part of the Agency's on-going commitment to protect its employees, each program provides appropriate special training, on a recurring basis, to employees who provide services which put them at greater risk of specific types of infections. Furthermore, each program develops its own tailored infection control policies and procedures, depending on the services provided by the particular program, and the inherent risks associated with the services. At a minimum, each policy contains information pertaining to:

- Precautions
- Housekeeping
- Record keeping
- Training
- Regulation Compliance; i.e., OSHA, etc.
- Post Exposure Procedures

## **I. TELECOMMUNICATIONS POLICY**

1. All communication systems (including standard mail, express mail services, e-mail, voice mail, computer data/internet, etc.) and all information transmitted by, received from, or stored on Agency systems are the property of the Agency. As such, said communication is to be used solely for job-related purposes and are subject to examination, monitoring, and/or review.
2. The use of any software and business equipment (including, but not limited to fax machines, copiers, and computers) for personal purposes is strictly forbidden, unless authorized by the immediate supervisor as constituting incidental use.
3. Downloading or installing software without prior authorization from the Fiscal Officer or Technology Coordinator is prohibited. Furthermore, employees are not permitted to access files or retrieve any stored communication for which they have not been granted access rights.
4. All pass codes and passwords are confidential and remain the property of this Agency. Employees are not to give their codes to anyone, use a code that has not been issued to him/her, or use codes unknown to Agency management.
5. The content of messages for any file may not contain anything that would reasonably be considered offensive or disruptive to any employee. Offensive content would include, but is not limited to, sexual comments or images, racial slurs, gender specific comments, or any comments that would offend someone on the basis of their age, sex, sexual orientation, religious or political beliefs, national origin, or disability. Defamatory remarks about other employees, vendors, clients, board members, or competitors are also forbidden.
6. All communication and computer systems may be randomly monitored by authorized staff to determine whether any violations have occurred. Violations of any portion of this policy are subject to the same disciplinary actions that accompany infractions of other Agency rules.

## **J. PERSONAL PHONE CALLS AND CHARGES**

1. Excessive use of the Agency's phone systems (i.e., office phones, cell phones, fax machines, etc.) for personal phone calls is not allowed. Use of Personal Communication Devices should be kept to a minimum and done during break times and/or away from clients. Agency and Personal Communication Devices should not be used in a moving motor vehicle except for emergency situations. The determination of excessive use of an employee's telephone privileges is at the discretion of the immediate supervisor. (See section I-2 regarding incidental use).
2. Employees may not make or receive personal long distance phone calls billable to the Agency. Personal long distance calls made or received from an Agency phone must be done in such a way that the employee is responsible for payment (i.e., personal calling card, collect call, etc.). Failure to abide by this policy will result in the same disciplinary actions that accompany infractions of other Agency rules.

## **K. SEARCH POLICY**

1. To ensure compliance with work and safety rules, all property of an employee on premises where Agency business is conducted, is subject to search at any time with prior approval of the Executive Director. Searches will be conducted for investigatory purposes when the Executive Director believes there is a particularized need for the search. They do not indicate guilt or suspicion of wrong-doing by the affected employee.
2. Searches may include all work areas, lockers, vehicles used for Agency business, and any other personal containers or possessions found on Agency property.
3. In cases where employees are issued a locker or other storage area for personal belongings, the immediate supervisor will issue a lock and keep a copy of the key or combination. If the employee furnishes a personal lock, the employee must give the immediate supervisor a copy of the key or combination.

## **L. WORKPLACE VIOLENCE POLICY**

1. The agency has a zero tolerance policy for violence in the workplace. “Workplace violence” is defined to include the following:
  - Physically aggressive, violent, or threatening behavior (such as attempts to instill fear in others), or intimidation
  - Causing physical damage to any Agency facility or defacing the Agency’s property
  - Bringing firearms or weapons of any type or kind where Agency business is conducted.
2. If any employee becomes aware of or observes any of the above-referenced behaviors or actions by a co-worker, consultant, client, vendor, visitor, or anyone else, the immediate supervisor and/or the Human Resources Director should be notified immediately. Employees should also notify the Human Resources Director if they are aware of any restraining orders that are in effect, or of the existence of any other non-work-related situation with the potential to erupt into workplace violence.
3. All reports of violence will be taken seriously and will be investigated thoroughly and promptly. To the extent possible, the identity of the reporting employee will be kept confidential. However, under certain circumstances, the Agency may need to disclose the reporting employee’s identity to protect that individual’s and/or other employees’ safety. Retaliation in any form against an employee who makes a report of violence will not be tolerated.
4. If, after a thorough investigation, it is determined that workplace violence has occurred, appropriate corrective action will be taken to ensure that such behavior is not repeated. If the offender is an Agency employee, termination will occur based on the agency zero tolerance policy, and the incident may result in reporting and/or filing of formal charges with local authorities. If a non-employee is responsible for the violent activities, the Agency will take action that could include reporting and/or filing of formal charges with local authorities.

## **VI. PERSONNEL RECORDS**

### **A. EMPLOYEE FILES**

The Agency will maintain, at a central location, a personnel file for each employee. Each file will contain the complete available history of the individual's employment with the Agency, beginning with the employment application and including any subsequent actions. Specifically, the personnel file will include the following documents: Employment Application, Notice of Employment, W-4 Form, Evaluation Forms, Change of Status/Wage Authorization Forms, reference information, signed Job Description, Beneficiary Statement, INS Form I-9 and related supporting documents, Motor Vehicle Reports, and educational documents (transcript, certificates, etc.). Other data or documents, such as funding source requirements, etc. will be included if deemed applicable to the individual's employment with the Agency.

All information contained in the personnel files is the property of the Agency and is confidential. As such, it is not available for review by anyone without authorization of the Human Resources Director or the Executive Director. An appointment must be scheduled in advance for the review to occur in the presence of the Executive Director, the Human Resources Director, or Human Resource department staff. The documents may not be removed from the premises or photocopied without specific authorization of the individual overseeing the personnel file review.

### **B. EMPLOYMENT VERIFICATIONS**

Outside requests for verification of employment will be provided by the Human Resources Director. Only job title and employment dates will be released without the employee's written authorization. Salary information will be released only when the employee has submitted a signed document indicating to whom the salary information should be released. The Human Resources department will require a minimum of twenty-four hours to provide written verifications of employment.

## **VII. EMPLOYMENT STATUS/COMPENSATION/EVALUATIONS**

### **A. EMPLOYEE CLASSIFICATIONS**

Regular Full-Time: Employees who regularly work 30-40 hours per week.

Regular Part-Time: Employees who regularly work a specified number of hours which is less than 30 hours per week.

Temporary Full-Time: Employees hired for a limited time period (less than one year), and who work 30-40 hours per week.

Temporary Part-Time: Employees hired for a limited time period (less than one year), and who regularly work a specified number of hours which is less than 30 hours per week.

Casual/Substitute: Employees hired to work on a recurring, generally irregular, as needed, call-in, assignment basis (i.e., vacation or illness relief, special projects, etc).

If the employee is scheduled for a long-term assignment, or if the employee's work schedule becomes regular and predictable, a review of the classification should be conducted.

**B. PROMOTIONS, DEMOTIONS AND CHANGES IN STATUS**

A promotion of any employee, or change in his or her job title or position which results in a salary increase, will be submitted by the appropriate Division/Program Director for approval by the Executive Director. A reduction in working hours, without a corresponding reduction in salary, will be considered a salary increase.

A demotion will be any change in status, including a reduction in responsibilities, which involves a reduction in pay rate.

A change-in-status is a restructuring of the employee's responsibilities. The resulting change may or may not include a salary change and/or a change in working hours.

## C. SALARIES

The Agency will establish, maintain, and monitor job qualifications, responsibilities, and salary standards for its employees. All personnel actions will require consultation and approval by the Executive Director.

Employees will be paid at a rate no lower than the Federal Minimum Wage. Compensation will be based on analysis of job requirements, comparisons with similar positions in the local market, and periodic reviews of pay scales and benefits of similar organizations.

Each employee will be advised as to whether the position he or she occupies is subject to or exempt from the provisions of the Fair Labor Standards Act (FLSA). Overtime (work hours in excess of 40 in a work week) to be worked by non-exempt employees must be approved in advance by the immediate supervisor.

Flexible work schedules may be made available at the discretion of the Division/Program Director. Decisions will be based on the needs of the program.

Paydays are bi-weekly; i.e., every other Friday.

Deductions from an employee's wages will be made only with the employee's written authorization, by order of a court of law, or as authorized by State or Federal law.

**D. TIME ACCOUNTABILITY**

All time in a given pay period must accurately reflect the time worked by an employee. Appropriate time and effort reports should be completed by the employee and submitted to the immediate supervisor for approval. Original time and effort reports will be submitted by the immediate supervisor to the accounting department. The schedule for submission will be determined by the Fiscal Officer.

## **C. EVALUATIONS**

### **1. PERFORMANCE APPRAISAL PERIOD**

All new regular and temporary employees will be hired on a 90-calendar day performance appraisal period. During that period, communication between the immediate supervisor and the new employee should be emphasized so as to help insure that appropriate guidance is provided to the new employee in learning to carry out his or her duties; so that the new employee has opportunity to ask questions; and so that the new employee's performance strengths and weaknesses can be identified and discussed. This communication process will include ongoing oral evaluation and feedback. Written evaluation will occur at approximately the 60<sup>th</sup> day of employment. A second written evaluation will be conducted prior to the 90<sup>th</sup> day.

During the performance appraisal period, the Agency or the new employee may terminate the employment relationship without the customary two weeks advance notice.

The employee is ineligible for paid absence allowance during the Performance Appraisal Period, except for Agency-recognized holidays which occur during the period. Personal Holiday may not be taken until after the completion of the Performance Appraisal Period. Annual leave and sick leave accrual are retroactive to the date of employment.

### **2. PERFORMANCE EVALUATIONS**

Performance evaluations will be conducted to encourage communication between the immediate supervisor and the employee, to provide feedback to the employee regarding performance strengths and weaknesses, to help identify staff training needs, and to provide a means for professional growth.

Formal written evaluations will be conducted at least annually based on the employee's job description using a standardized Agency format.

Following the evaluation discussion, the immediate supervisor will provide the employee with the written form for his or her signature and comments if the employee wishes to make any. The form will then be submitted to the appropriate Division/Program Director for signature. The Division/Program Director will forward the original to the Human Resources Director to be placed in the employee's personnel file.

## **VIII. EMPLOYEE BENEFITS**

### **A. INSURANCE**

#### **1. GROUP HEALTH PLAN**

##### **Eligibility**

All new regular full-time employees who have completed thirty days of regular full-time employment are eligible to enroll themselves and their immediate family members in the group health plan. The enrollment must take place prior to the 61<sup>st</sup> day of regular full-time employment. New employees who do not enroll within the 61-day period must wait until the next available "Open Enrollment" before being allowed another opportunity to enroll. Open enrollment is held at least 30 days prior to the beginning of each plan year, which is January 1.

##### **Premiums**

The Agency contributes no less than 81% toward the cost of the monthly premium for the employee's group health insurance. The Agency's contribution is applied only toward the premium for the employee. The Agency makes no contribution toward the premium for the employee's family members.

When an employee is on leave of absence without pay due to personal illness, the Agency will continue the no less than 81% monthly contribution toward the employee's health insurance coverage for a period of time not to exceed six months. Continuation of dependent coverage is the sole responsibility of the employee.

When an employee is on an employee requested informal leave of absence without pay for less than 31 days, the Agency continues to make the no less than 81% contribution toward the employee's health insurance coverage.

When an employee is on Agency stipulated leave of absence, with an expected return date, the Agency continues to make the no less than 81% contribution toward the employee's health insurance coverage.

**2. GROUP DENTAL, VISION, AND VOLUNTARY LIFE INSURANCE PLANS**

**Eligibility**

All new regular full-time employees who have completed thirty days of regular full-time employment are entitled to enroll themselves and their eligible dependents in the group dental, vision, and/or voluntary life insurance plans.

Enrollment must take place prior to the 61<sup>st</sup> day of regular full-time employment. New employees who do not enroll within the 61-day period must wait until the next available “Open Enrollment” before being allowed another opportunity to enroll. Open enrollment is held at least 30 days prior to the beginning of each plan year, which is January 1.

**Premiums**

The employee pays 100% of the monthly premiums for dental, vision, and/or voluntary life insurance policies.

**3. GROUP LIFE PLAN**

**Eligibility**

Regular full-time employees who have completed 30 days of regular full-time employment are entitled to enroll. The group life plan is for \$15,000 of term life insurance. Family members are not eligible for the group life plan.

**Premiums**

The agency pays the full monthly premium for the employee’s group life insurance coverage.

## B. SECTION 125

Employees who enroll in an Agency-sponsored health and/or dependent care plan may elect to have the amount of money that they pay in monthly premiums for the plan(s) deducted from their gross wages, prior to their income, social security, and Medicare taxes being calculated. When an employee makes this election, he/she enjoys a reduced tax withholding, which results in additional take-home pay for the employee.

An employee who enrolls in the Section 125 plan makes a commitment that he/she and each dependent enrolled in the plan(s) will remain enrolled in the applicable plan(s) until the next plan year. The plan year begins each January 1.

Changes in coverage **cannot** be made during the plan year unless the employee qualifies for an IRS "Change In Status":

- Change in employee's legal marital status (marriage, divorce, legal separation, annulment)
- Change in employee's number of tax dependents (birth, adoption, placement for adoption, death)
- Change in employee's, spouse's, or dependent's employment status
- Dependent satisfies, or ceases to satisfy, dependent eligibility requirements due to age, student status, marriage, or similar circumstances
- Change of residence affecting coverage eligibility of employee, spouse, or dependent
- Commencement or termination of adoption proceedings

In order to change coverage under the "Change in Status" provision, the employee must notify the Human Resources Director within thirty days of the qualifying event.

## C. COBRA

1. COBRA, The Consolidated Omnibus Budget Reconciliation Act of 1985, provides for the election of continued health/dental/vision care coverage for employees and/or eligible dependents following a “qualifying event” as defined below. The employee or dependent must notify the Human Resources Director when any of the following events occur:
  - Death of the enrolled employee
  - Termination of the enrolled employee (other than for gross misconduct)
  - Reduction in the employee’s work hours to a number insufficient for group plan eligibility (30 hours per week).
  - Divorce or legal separation from the enrolled employee
  - A dependent ceases to satisfy dependent eligibility under the terms of the plan
  - The covered employee becomes eligible for Medicare benefits.
2. The period of continuation will begin on the day the applicable group coverage would otherwise have ended and will continue for a period of 18 months if the employee became ineligible for the group coverage due to termination of employment or a reduction in work hours. The period of continuation is for 36 months for any other qualifying event. Either of these periods of continuation will be stopped if or when:
  - The Agency discontinues providing the applicable group coverage for its employees.
  - The employee (or dependent) does not pay the required premium.
  - The employee (or dependent) becomes employed by another organization and is covered by another group plan.
  - The employee becomes eligible for Medicare.
  - The employee or spouse divorces, remarries and becomes covered by a new spouse’s group plan.
3. The employee or eligible dependent has 60 days from the date the group coverage would have ended, or from the date he or she receives the election notice (whichever is later), to make the election for continued coverage.
4. The employee or eligible dependent will assume the full cost of the monthly premiums, not to exceed 102%. The additional 2% covers administrative expense.

5. Under certain conditions, an employee or eligible dependent who remains on COBRA continuation until it expires (18 or 36 months) may convert to an individual policy through the group carrier's Individual Policy Department. The Agency's COBRA administrator will provide written notice of upcoming expiration, along with application instructions and deadlines for policy conversion.
  
6. COBRA benefits do not provide for the continuation of group life insurance. Individuals interested in converting their life insurance policy to an individual policy may apply directly to the group carrier. Details are outlined in the group life insurance policy booklet.

## D. RETIREMENT

1. The Agency maintains a 401(k) retirement plan, which allows eligible employees to "defer" a portion of their salary to the plan. A deferral reduces the employees' gross pay for federal income tax purposes. It does not reduce the employee's gross pay for FICA and Social Security/Medicare purposes.
2. Employees may defer up to maximums allowable per IRS Code.
3. Deferrals become effective on the first day of the month following completion of a Salary Reduction Agreement Form. Employees may change their deferral amount on each entry date (November 1 and May 1) of each year. Employees may revoke their deferral at anytime.
4. Employees are eligible for Agency contributions after they have completed 12 months of service and 500 hours during the applicable plan year. Agency contributions begin on the next entry date following the service eligibility requirement.
5. The Agency's contribution will match the employee's elective deferral up to up to five percent of salary based on the years of service schedule listed below:

1-10	Years of Service	Agency matches up to 3%
11-15	Years of Service	Agency matches up to 4%
16+	Years of Service	Agency matches up to 5%

The agency contribution will begin on the next entry date following the service eligibility requirement.
6. Employees are always 100% vested in their elective deferral amounts. Employees are vested in the Agency's contributions according to the following schedule:

1 Year of Service	0%
2 Years of Service	25%
3 Years of Service	50%
4 Years of Service	75%
5 Years of Service	100%
7. A year of service for vesting purposes is defined as a plan year (11/1-10/31) during which an employee completes at least 500 hours of employment.
8. An employee is considered 100% vested upon normal retirement age, death, or disability.
9. The employee's elective deferrals and the vested portion of the Agency's contributions will be available for distribution at any time after the employee's termination of employment with the Agency.

## E. ANNUAL LEAVE

1. Regular full-time employees are eligible for annual leave accrual. Accrual rates will be based on the employee's number of years of continuous employment with the Agency and will be prorated according to the number of hours that the employee is paid for during the applicable pay period. Hours paid in excess of 80 per pay period will not be used for prorating purposes.
  - Employment of less than 5 years will accrue up to 4 hours per pay period.
  - Employment of 5 years but less than 10 years will accrue up to 5 hours per pay period.
  - Employment of 10 years, but less than 15 years will accrue up to 6 hours per pay period.
  - Employment of 15 years or more will accrue up to 8 hours per pay period.

See AL Chart for detailed schedule, including prorations.

2. An employee hired on a temporary basis, who moves into a regular position without a break in service, will be given credit for the time period in which he/she worked on a temporary basis when calculating accrual of annual leave. The accrual will be calculated according to the AL chart.
3. Eligible employees will accrue, but may not use, annual leave during their 90-day performance appraisal period. After successful completion of the performance appraisal period, the employee will be eligible to use accrued annual leave.
4. Annual leave may be accrued up to a total of 160 hours.
5. Employees leaving the Agency, voluntarily or involuntarily, will be paid accrued untaken annual leave up to a total of 80 hours, according to the employee's rate of pay at termination.
6. Scheduling of annual leave will be approved by the immediate supervisor.
7. Once annual leave has commenced, it must be used as annual leave, except in emergencies, which must be approved by the Division/Program Director and the Executive Director.
8. Employees may request for a hardship payment of current annual leave balance once a calendar year for up to a maximum of 40 vacation hours. To qualify for advance, the employee must provide proof of financial hardship (see listing below of qualifying hardships) along with the hardship request form and have a minimum annual leave balance of the amount requested.
  - a. Medical expense incurred by employee, their spouse or dependents
  - b. Purchase of employee's principal residence
  - c. Paying tuition for the next semester of post-secondary education for employee, their spouse or dependents

- d. Preventing foreclosures of employee's principal residence or eviction from their principal residence
- e. Burial and/or Funeral Expenses for employee's deceased parent, spouse, children or dependents

The Executive Director and Human Resource Director will review the request and make a determination within 2 business days from the date of receipt. If approved the hardship payment will be issued by check within 2 business days from the date of approval. If denied the employee will be contacted in writing within 2 business days from the date of denial. In the event that either the Executive Director or Human Resource Director are not available to review the request in the 2 business day time frame, the Fiscal Officer will assist in reviewing the request.

## **F. SICK LEAVE**

1. Regular full-time employees will accrue sick leave, on a prorated basis, up to four hours per pay period. The proration will be based on the number of hours that the employee is paid for during the applicable pay period. (See SL Chart for detailed schedule.) Hours paid in excess of 80 per pay period will not be used for prorating purposes.
2. An employee hired on a temporary basis, who moves into a regular position without a break in service, will be given credit for the time period in which he/she worked on a temporary basis when calculating accrual of sick leave. The accrual will be calculated according to the SL chart.
3. Eligible employees will accrue, but may not use sick leave during their 90-day performance appraisal period. After successful completion of the performance appraisal period, the employee will be eligible to use accrued sick leave.
4. No sick leave may be used in advance of being accrued.
5. A health care provider's written excuse will be required by the immediate supervisor after an employee has missed 3 consecutive work days.
6. Following an illness or injury, the immediate supervisor may require the employee to obtain a letter from the employee's attending physician stating the employee's physical ability to return to usual duties and state limits of activities, if any.
7. Sick leave may be used for illness and/or medical/dental appointments for the employee.
8. Employees may use sick leave for illness, medical/dental appointments or funeral leave when needed for family members. The definition of "family member" will be left to the discretion of the employee.
9. Sick leave may be accrued up to a total of 320 hours.
10. No payment will be made for unused accrued sick leave at termination of employment.

## **G. HOLIDAYS**

1. All regular and temporary employees are eligible for Agency-recognized paid holidays:
  - New Year's Day
  - Martin Luther King Day
  - Good Friday
  - Memorial Day
  - Independence Day
  - Labor Day
  - Thanksgiving Day and the day after
  - Christmas Eve and Christmas Day
2. The scheduling and duration of the holiday periods will be consistent with national and state holidays, and may be granted at the discretion of the Executive Director so as not to hinder the effective on-going operation of the Agency.
3. The Executive Director will provide the Division/Program Directors with an advance schedule of the annual holiday calendar.
4. When a holiday falls on a Saturday or Sunday, the preceding Friday or following Monday will be designated as the holiday.
5. When an employee works on a designated Agency holiday due to Program needs, that employee will be entitled to take the holiday on another date, as approved by the immediate supervisor. Accrued holiday time must be used by the end of the calendar year in which it was earned.
6. Holiday pay is prorated according to the number of hours the employee is normally scheduled to work per week, excluding the holiday (see Chart HL).
7. The employee must be regularly scheduled to work on the day of the holiday in order to receive the holiday pay.

## **H. PERSONAL LEAVE DAY**

1. All regular employees will be entitled to one personal leave day per calendar year.
2. The personal leave day may not be used during the Performance Appraisal Period and must be used by the end of each calendar year. Terminating employees will not be paid for an untaken personal leave day.
3. Personal leave day pay is prorated according to the number of hours the employee is normally scheduled to work per week, excluding the personal leave day.

**I. JURY DUTY**

Regular and temporary employees will be granted leave with pay for jury duty service that they provide during their regularly scheduled work hours. Proof of service must be submitted in order to be paid for the time.

**J. PARENTAL LEAVE**

1. Employees are eligible for parental leave up to 480 working hours. Requests for Parental Leave must be submitted to the Division/Program Director within 90 days of the expected delivery date in order to provide for program planning.
2. An employee who is granted parental leave will have retention rights to his/her position.
3. Employees may take parental leave with pay using accrued sick leave, annual leave, or compensatory time, at their discretion.
4. Leave without pay may also be used.

**K. MILITARY LEAVE**

Any regular employee who is a member of a Reserve Unit of the U.S. Armed Forces required to serve annual active duty for training will be granted leave without pay, not to exceed 15 days per year, unless there is a state or national emergency. Documentary evidence of such duty must be furnished the Executive Director. In the event a longer period of time is required for military leave, absence will be granted to an employee by the Executive Director.

**L. EXCUSED ABSENCES**

1. In the event offices, clinics or centers must be closed due to emergencies, it will be considered an excused absence with pay or affected staff will be temporarily assigned to another work location.
2. All other absences, with or without pay, will be authorized in advance by the Division/Program Director and approved by the Executive Director.

Occasionally an employee will request an unpaid leave of absence for personal or family reasons. Approval for such leave will be at the discretion of the Division/Program Director and Executive Director. Factors in considering approval will include the reason for the request, the length of time requested, the impact the absence will have on the work situation, the employee's performance appraisals and length of service with the Agency.

- **Employee Requested Unpaid Leave of Absence - Thirty-One Days or More**

Annual leave and sick leave accrual will be discontinued during the period of the unpaid leave.

Accrual of service for years-of-service recognition purposes will be discontinued during the period of unpaid leave.

Employees who participate in the group health/life insurance plans may continue their health coverage, and that of their family members, provided they pay the full cost of the premium/s during the leave period. Life insurance will be discontinued. Upon return to active employment, the employee may reapply for life insurance coverage.

- **Unpaid Disability Leave of Absence**

Health and life insurance will continue for employees who take unpaid leave of absence due to personal disability. The Agency will continue to make its contribution toward the employee's premium for a period of time not to exceed six months. Coverage for the employee's family will continue provided the employee continues to make the full premium payment.

**N. ADMINISTRATIVE LEAVE**

1. Administrative Leave is a leave of absence with pay and is designated and authorized in writing by the Executive Director.
2. Administrative Leave cannot be accrued.

**O. FAMILY MEDICAL LEAVE ACT (FMLA)**

The Family Medical Leave Act (FMLA) of 1993 is a federal law enacted to help employees balance their work and family life and to promote the stability and economic security of families. It provides covered employees with the right to **unpaid** leave of absence of up to twelve weeks in a twelve month period in order to address family and medical responsibilities.

Employees are covered, or eligible, for FMLA if they have worked for the agency for at least twelve months and worked at least 1,250 hours in those twelve months. The twelve months do not need to be consecutive. Family and Medical leave can be taken for your own "serious health condition" or that of your child, parent, or spouse, to allow you to take care of that family member. Also, it can be used in connection with the birth, adoption, or foster care placement of your child.

Employees are not entitled to compensation when they are off on FMLA leave. However, Community Action requires that employees apply their accrued sick and vacation leave toward their twelve week FMLA entitlement and will compensate the employee accordingly.

Employees are entitled to their fringe benefits while they are on FMLA leave, but they must continue to pay their share of those benefits during the leave. Typically, the employee share is deducted from the employee's paycheck. However, when employees are on FMLA leave without pay, they will be responsible for the payment of their share of their fringe benefits to the Agency.

Community Action may not terminate an employee while they are on FMLA leave. Furthermore, Community Action has an obligation to reinstate employees to their prior position of employment, unless that position is no longer available. In such an instance, Community Action must offer the employee employment in a comparable position.

Community Action has the right to ask employees to provide a medical certification from a health care provider that substantiates the need for FMLA leave. Community Action can delay granting an employee FMLA leave until it has received such medical certification.

Community Action has the right to occasionally ask employees on FMLA leave to report their status and intentions to return to work. If an employee informs the Agency, in writing, that he or she does not intend to return to work, conclusion of the employment relationship with Community Action will occur along with conclusion of the employee's FMLA leave. If an employee fraudulently obtains FMLA, he or she is no longer protected by FMLA in terms of job restoration and fringe benefit maintenance.

Ordinary illnesses such as common cold, flu, ear aches, upset stomach, headaches, routine dental care, do not qualify for FMLA. Substance abuse is covered only when employees are undergoing treatment. To be eligible for FMLA, an employee must have a condition that makes him or her unable to perform their essential job function.

## IX. TRAVEL/REIMBURSEMENTS

### A. GENERAL TRAVEL

- Travel for Agency business must be approved by the immediate supervisor and will be supported by an agency travel voucher in order for travel expenses to be paid to an employee.
- Employees whose jobs require them to drive for Agency business must carry auto liability insurance on the vehicle being used for Agency business and must meet underwriting requirements for coverage by the Agency auto liability insurance. Failure to meet these requirements can result in termination from employment and/or denial of travel reimbursement. Employee driving records are reviewed on a periodic basis.
- Drivers must have a valid Texas driver's license.
- Proof of current liability insurance will be provided by the employee with the travel log submitted for reimbursement.
- Employees who use their personal vehicles for Agency business will be reimbursed for mileage incurred for approved travel. The reimbursement rate will be established by the Agency.
- Each trip will be evaluated to determine the least costly method of travel; i.e., agency vehicle, personal vehicle, car pool, etc. The appropriate Division/Program Director has the authority for making and/or approving the determination.

### B. OUT OF AREA TRAVEL

#### 1. Policy

The Agency will use the following guidelines for out of area travel requiring per diem. Per diem rates include a maximum amount for lodging expenses and a fixed amount for meals and incidental expenses. These rates are listed in tables updated regularly by the General Services Administration (GSA). No other rate can be reimbursed, unless actual subsistence is requested. Out of area travel will be authorized in advance, approved by the program director, and supported by the Request and Authorization for Travel Advance form.

- **Maximum Lodging Expense Allowance** - The employee will be reimbursed for actual lodging costs incurred up to the maximum allowable rate as per the Federal Travel Regulations (FTR).
- **Meals and Incidental Expenses (M&IE) Allowance** - The M&IE fixed allowance, or fraction thereof, is payable to the traveler without itemization of expenses for receipts. It covers meals, including fees and tips; laundry; transportation between lodging and restaurants; and telegrams and telephone calls necessary to reserve accommodations.

- **Actual and Necessary Subsistence** - Reimbursements for expenses are allowed when such expenses are unusually high due to special or unusual circumstances. The maximum reimbursement is not to exceed 150 percent of those amounts for the applicable geographical area as per the FTR. Requests for actual subsistence must be approved by the Executive Director.

## 2. Procedures

- **Travel Requests** - Each Program is responsible for making necessary airline, rental car and motel reservations, obtaining travel advances and airline tickets after prior approval is obtained from the Program Director. Tickets are issued from the point of departure directly to the point of destination and return. Additional charges due to such changes are unallowable expenses and must be incurred by the traveler.
- **Travel Advances/Agency Credit Card** - In order to minimize financial hardship, the agency can provide a travel advance to each traveler. Travel advance check requests must be submitted by the traveler no later than Monday afternoon a week prior to the scheduled business trip. The agency credit card may be used for airline, rental car and motel reservations with prior approval from the Executive Director.
- **Travel Expense Reports** - Upon completion of the business trip, each traveler will be required to complete the Agency's Travel Expense Report form. The form must be turned in to the Program's bookkeeper within 3 days of the return of the trip. After examination and approval by the program director, appropriate reimbursements will be made. If the traveler owes the Agency, a check for the full amount must be submitted to the bookkeeper within 10 days of the trip. If the Agency owes the traveler, a check will be issued within 10 working days of receipt of the Travel Expense Report.

## C. EMPLOYEE REIMBURSEMENTS

Reimbursements for expenses incurred by employees for the Agency must be supported by specific receipts. Request for reimbursement must be made no later than the 10<sup>th</sup> day of the month following the month in which the expenditure was made. All Agency checks must be cashed within 90 days of issuance or they will become null and void.

## **X. WORKER'S COMPENSATION**

### **A. REPORTING**

Any time an employee is involved in an accident on the job, he or she should report the accident to the immediate supervisor, regardless of whether or not the accident results in lost time or the need for medical attention. The employee must advise the supervisor immediately, or within twenty-four hours of the accident, if immediate notification is not feasible. Immediate reporting is necessary to protect both parties: the employee and Agency.

The immediate supervisor will provide the employee with an "Employee's Notice of Injury Form" immediately, or at least within twenty-four hours of the accident. If the employee is unable to complete the form, the supervisor or a co-worker will complete the form for the employee. The Employee's Notice Form must be forwarded to the Human Resources Director within 36 hours of the accident.

The Human Resources Director will complete the "Employer's First Report of Injury or Illness" Form and file it with the Texas Worker's Compensation Commission no later than the eighth day following the verbal report from the injured employee to the supervisor.

### **B. INVESTIGATION**

Following each accident, the supervisor will investigate the cause of the accident and complete the "Supervisor's Investigation Report." The purpose of the investigation is to help the supervisor identify precautions that can be taken to prevent similar accidents from occurring in the future. The "Supervisor's Investigation Report" will be forwarded to the appropriate Division/Program Director, who in turn will forward it to the Human Resources Director.

### **C. MEDICAL TREATMENT**

Employees injured on the job, who live in the network service area, must choose a treating doctor from the Network provider list. Employees who choose not to see a doctor must sign a disclaimer, acknowledging that they were offered the opportunity to see a doctor, but chose not to. Signing of the disclaimer does not preclude them from seeing a doctor at a later date.

When an employee sees a doctor:

- He or she must bring a doctor's statement when returning to work. The employee will not be allowed to return to work without it.
- The statement must reflect:
  1. The date the employee is allowed to return to work - full or light duty.
  2. If restrictions are placed on the employee (such as for heavy lifting), the restrictions must be quantified. For example, "no lifting more than ten pounds."
  3. If the employee is not allowed to return to work, the statement must reflect that fact.

### **D. MEDICAL EXPENSES**

If a doctor is willing to submit a bill directly to the insurance carrier (without the employee paying first), the doctor should contact the Human Resources Director for information. If the employee pays for services (doctors' visits, prescription drugs, etc.) receipts should be forwarded to the Human Resources Director for submission to the Workers' Compensation Insurance Carrier.

Prescription drugs and/or non-prescription drugs or equipment not authorized by the attending physician are subject to approval by the Worker's Compensation Insurance carrier as allowable expenses.

## **E. EMPLOYEE WAGES**

When an employee must be absent from work due to a work related illness or injury, the absence will be charged to the Sick Leave/Worker's Compensation Allowance and the employee will be compensated at his or her regular rate of pay during the absence. This allowance may be granted up to seven days.

Compensation after the seventh day will be through the Agency's Worker's Compensation Insurance Carrier. Compensation through Worker's Compensation Insurance is at 2/3 the employee's regular pay, based on the employee's weekly earnings. Dual compensation by the Agency and the Worker's Compensation Insurance Carrier for any time period of absence will not be allowed. In the event that an employee does receive dual payment, the employee is obligated to pay the money back to the agency or carrier(whichever is appropriate).

## **F. ABSENCES/LIGHT DUTY**

Any absence resulting from a work related illness or injury must be supported by an attending physician's statement.

Light duty accommodations will be made at the discretion of the supervisor and/or Division/Program Director, based on the needs of the Program.

## **XI. RESIGNATIONS AND TERMINATIONS OF EMPLOYMENT**

All employees of the Agency are "employees at will" and may be terminated from their employment with the Agency at the discretion of the Executive Director, who will determine whether it is in the best interests of the Agency to afford the employee the processes and procedures provided in this personnel manual. Those processes or procedures which are required by laws, rules, or regulations found outside of this manual, which govern the activities of the Agency, will be followed as required. No provision of this manual shall be considered, for any purpose, a contract or promise of the Agency to an employee that the employee will be treated in any particular manner.

### **A. EMPLOYEE RESIGNATIONS**

Any employee intending to resign is expected to provide two weeks' written notice of such intent. Days that the Agency or sites are closed for business due to holidays or mandatory training shall not be included in the two-week period. The notice shall be provided to the immediate supervisor, indicating the anticipated last day at work (effective date) and the reason for the resignation. Reasons need not be lengthy or detailed. An Agency Resignation Form has been developed for employees to use for this purpose.

The employee's final pay check will be prepared with the next regularly scheduled payroll processing and issued in accordance with Texas Payday Law.

### **B. AGENCY TERMINATIONS**

The authority for termination of any employee has been delegated by the Board of Directors to the Executive Director. Terminations from the Head Start program must also be approved by the Head Start Policy Council as per Head Start Performance Standard 1304.50 (d)(1)(xi), page 177. Employees affected by said standard will be placed on suspension (with or without pay, at the Executive Director's discretion) pending Policy Council approval to terminate.

#### **1. REDUCTIONS IN FORCE/WORK/FUNDING**

Temporary and/or regular reductions in the work force may occur within the Agency.

In the event that a reduction in force (RIF) becomes necessary, a committee composed of the Executive Director, Human Resources Director, Fiscal Officer, and appropriate Division/Program Director will convene to determine RIF decisions.

## **2. DISMISSALS**

In situations where an employee is terminated for unsatisfactory performance, the employee will be released immediately and will be provided with two weeks' pay in lieu of notice.

In situations where an employee is terminated for a violation of an Agency policy, the employee may be released immediately with no advance notice or pay in lieu of notice.

The employee's final paycheck will be prepared within six days of the date of termination issued in accordance with Texas Payday Law.

## **C. EXIT PROCESSING**

In all terminations, whether due to employee resignation or Agency termination or dismissal, the supervisor will conduct an exit process on the last day the employee is at work. The supervisor will retrieve Agency keys and other agency property. The employee will submit any Agency reports or receipts which are due. The employee will also submit properly completed and signed final time sheets and travel vouchers at that time. An Agency Termination Check List has been developed for exit processing and should be used in all such cases.

## **XII. DISMISSALS/DISCIPLINARY ACTION**

### **A. CAUSES FOR DISMISSAL**

In order to effectively conduct its business and provide a high level of service to its clients, the Agency depends on a satisfactory standard of performance from its employees. When, in the determination of the Agency, an employee fails to perform at the expected standard and causes the Agency's level of service to suffer, the Agency reserves the right to dismiss the employee. In some instances, when a standard of performance is below expectations, the Agency will counsel with the employee, providing appropriate encouragement and feedback and allowing the employee the opportunity to raise his or her performance level to an acceptable standard (Progressive Discipline). In other instances, however, an act of misconduct or breaking of Agency policy is so serious that immediate dismissal is warranted. Listed below are representative examples of poor performance or misconduct which can result in dismissal, but causes for dismissals are not limited to these lists.

#### **1. Poor Performance - Warranting Counseling/Discipline Including Discharge**

- Excessive absence or tardiness
- Failure to work harmoniously with clients and/or co-workers
- Insubordination - failure or refusal to follow instructions
- Tardiness in notifying the supervisor when intending to be absent
- Sexual harassment of a co-worker, client, vendor, or business partner
- Possession or under the influence of alcohol and/or illegal drugs while on the job or Agency premises.
- Unintentional misuse or loss of Agency funds, property, or privileges
- Violations of any Conditions of Employment (see Section V)

#### **2. Misconduct or Breach of Agency Policy - Warranting Immediate Dismissal**

- Any extreme occurrence of any of the above identified poor performance examples
- Intentional misappropriation, misuse or loss of Agency funds, property, or privileges
- Falsifying Agency personnel documents including employment applications, time reports, travel reports and receipts
- Falsifying any document associated with agency activities
- Failure to notify supervisor when intending to be absent.
- Violations of any Conditions of Employment (see Section V)

Adherence to the Agency's Operating Principles will be expected. Employees are also subject to disciplinary action or dismissal for violations of standards, procedures, and/or regulations set forth by our funding sources, grantors, and governing/licensing entities.

## **B. PROGRESSIVE DISCIPLINE**

In situations where an employee's performance or behavior is below an acceptable standard the Agency attempts to change the performance or behavior through counseling and progressive discipline. Discipline may range from a verbal notice up to termination based on the severity and circumstances.

- 1. Verbal Notice** - Supervisor will counsel with the employee about the rule or standard involved, explaining its importance. The supervisor will advise the employee of further discipline for future violations and provide formal written documentation to the employee.
- 2. Written Notice** - Supervisor will again counsel with the employee regarding the repeated infraction. At this point, the employee must be made aware that his/her continued employment with the Agency is in jeopardy. The supervisor will counsel the employee about suspension and/or termination for another violation and provide formal written documentation to the employee.
- 3. Suspension** - Supervisor will counsel with the employee on the conditions for continued employment. The employee will be granted up to 3 days of administrative leave to make a decision on accepting conditional continued employment or submitting his/her resignation. Upon completion of the administrative leave, the employee will meet with the supervisor to discuss his/her decision. If the employee opts for conditional continued employment, an agreement will be signed, stating that another violation will result in termination. If the employee opts for resignation, the supervisor will follow procedures as outlined in Exit Processing section, page XI-2. This session will be witnessed by the Human Resources Director and/or a member of senior staff.
- 4. Termination** - For Head Start employees, refer to section on Agency Terminations, page XI-1.

### **XIII. GRIEVANCE PROCEDURES**

#### **A. PURPOSE**

1. It is the Agency's purpose to provide an effective way for employees to bring problems concerning their well-being at work to the management's attention. When an employee believes a work condition or treatment is unjust, inequitable, a hindrance to effective operation, or creates a problem, he/she is encouraged to discuss the condition or treatment with management.
2. Misunderstandings or conflicts can arise in any organization and should be resolved before serious problems develop. Most incidents resolve themselves naturally; however, should a situation persist that the employee believes is detrimental to himself/herself or the Agency, the following procedures will be used until all levels of authority have been exhausted:

#### **B. PROCEDURES**

1. The employee will submit the grievance in writing to his/her immediate supervisor within five working days of the occurrence of, or the awareness of, the event(s) in question. The employee will receive a written response within ten working days from the date the grievance was received by the immediate supervisor.
  - a. In the event that the immediate supervisor is the subject of the grievance, the employee may consult with the Human Resources Director within the specified time frame. The Human Resources Director will determine whether the employee should proceed to the next level.
  - b. In the event that the Human Resources Director is the subject of the grievance, the employee may consult with a Division Director or the Fiscal Officer within the specified time frame. The Division Director or Fiscal Officer will determine whether the employee should proceed to the next level.
  - c. In the event that the Executive Director is the subject of the grievance, the Board of Directors will be notified through the Board Chairman or the Board Personnel Committee by a Division Director, the Fiscal Officer, or the Human Resources Director.

2. If the matter is not resolved to the employee's satisfaction, or if the employee was advised to proceed to the next level, he/she will submit the written grievance to the next level of supervision for review. It must be submitted within ten working days after receiving the initial response and must include all documents associated with the grievance. The employee will receive a written response to the review within ten working days.
  - a. If 1.c. above applies, the written summary including all evidence will be submitted to the Board of Directors by a Division Director, the Fiscal Officer, or the Human Resources Director. In such a case, steps 3 and 4 of this procedure will be by-passed and a response will be provided as outlined in step 5.
3. If all levels of authority have been exhausted and the employee is not satisfied with the previous review response(s), he/she may take the grievance to the Executive Director for review. The request for the Executive Director's review must be made within ten working days of receiving the last grievance response. The Executive Director will make a decision upon review and issue a written response within fifteen working days. This response will contain all particulars of the decision, including the rights of the employee to request an appeal to the Board of Directors and the right to submit evidence in support of the request.
4. Any request for an appeal of the Executive Director's decision must be sent to the Executive Director within ten working days after the decision was received by the employee. The request must include all evidence which the employee feels is relevant to the case and/or what the employee feels the Board of Directors should consider. The Executive Director will submit the request to the Board of Directors for review after consultation with the presiding officer of the Board of Directors who will determine the date for submission to the entire Board.
5. The employee will receive written notification of action taken on the appeal within ten working days from the date the Board of Directors makes its decision on the issue. The decision of the Board of Directors is final.

## **XIV. APPENDIX**

## APPENDIX A

### HEAD START CRIMINAL RECORDS DECLARATION [As cited in HS Performance Standard 1301.31(b)]

All new Head Start employees will be hired on a ninety (90) calendar day performance appraisal period. This allows time to monitor the employee's performance and to examine and act on the results of state criminal record checks conducted on Head Start Employees.

All prospective Head Start employees must sign a declaration prior to employment which lists:

1. All pending and prior criminal arrests and charges related to child sexual abuse and their disposition.
2. Convictions related to other forms of child abuse and/or neglect.
3. All convictions of violent felonies.

This declaration may exclude:

1. Traffic fines of \$200.00 or less.
2. Any offense, other than any offense related to child abuse and/or child sexual abuse or violent felonies, committed before the prospective employee's 18<sup>th</sup> birthday, which was finally adjudicated in a juvenile court or under a youth offender law.
3. Any conviction, the record of which has been expunged under Federal or State law.
4. Any conviction set aside under the Federal Youth Corrections Act or similar State authority.

## **APPENDIX B**

### **HIV WORKPLACE POLICY AND GUIDELINES**

The following policy is adopted by Community Action, Inc. (CAI) of Central Texas to protect the employment rights and privileges of individuals infected with the human immunodeficiency virus (HIV) and acquired immunodeficiency syndrome (AIDS) through compliance with federal, state and local laws. The content and intent of these guidelines are consistent with the Texas Health and Safety Code, workplace Guidelines for State Contractors.

Individuals infected with HIV or AIDS have the same rights and life opportunities as all other individuals. CAI will not use a person's HIV status to decide employment status, service delivery, or to deny services to HIV infected individuals. Employees who believe that they have been discriminated against because of HIV or AIDS are encouraged to pursue the grievance procedures as outlined in Section XIII. **GRIEVANCE AND APPEALS PROCEDURES.**

#### Specific Issues in the Workplace

- A. **Discrimination:** Community Action complies with the Americans with Disabilities Act of 1990 (ADA) that protects people with disabilities from discrimination in job application procedures, hiring, promotions, discharge, compensation, job training, and other terms or conditions of employment.
- B. **Desire and Ability to Work:** Reasonable accommodation shall be provided in the workplace so that people with disabilities may remain employed and productive for as long as possible. All employees, however, are expected to perform the essential functions of their job.
- C. **Performance Standards:** While the ADA does protect disabled employees from employment discrimination, all employees, those with and without disabilities, shall have the same performance and conduct standards regarding hiring, promotion, transfer and dismissal.
- D. **Reasonable Accommodation:** The following options shall be considered for staff with HIV/AIDS:
  - a. Possible assignment or reassignment of job duties,
  - b. Work at home, if possible
  - c. Leave of absence without pay, and
  - d. Flexible work schedules.

- E. Confidentiality and Privacy: Community Action will protect the confidentiality of employee medical records and information and will keep this information separate from employees' personnel records. Written consent of the employee must be obtained to share any confidential information with other staff. Employees with access to confidential information must maintain strict confidentiality and privacy
- F. Co-worker Concerns: Community Action employees do not have the right to refuse to work with someone who has a disability.
- G. Employee Education: All employees will receive education about methods of transmission and prevention of HIV infection and related conditions at the time of new employee orientation.
- H. Assistance: An employee who wants assistance concerning HIV/AIDS will be instructed to contact the Director of Family Services. The following resources will be available to help employees:
  - a. Education and information concerning HIV/AIDS, and
  - b. Confidential referral to supportive services for employees and dependents.

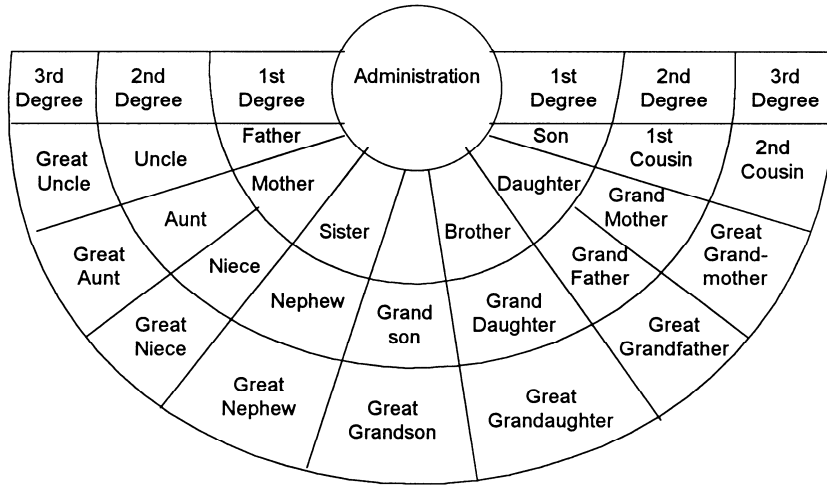
## **XV. CHARTS**

XV-1

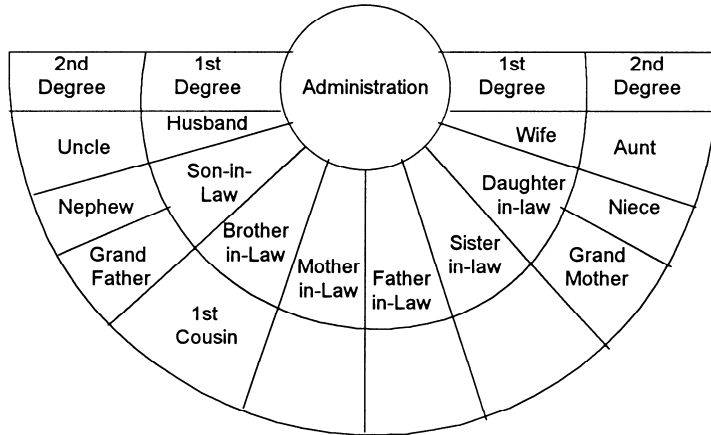
*Amended 05/30/02*

# NEPOTISM CHART

## Consanguinity (Related by Blood)



## Affinity (Related by Marriage)



## ANNUAL LEAVE CHART

Eligible employees accrue annual leave according to the number of weekly hours paid and years of Agency employment as indicated below:

WEEKLY HOURS PAID	YEARS OF SERVICE			
	1 - 4	5 - 9	10 - 14	15+
	Accrual Rate / Pay Period			
40	4.0	5.0	6.0	8.0
39	3.9	4.9	5.9	7.8
38	3.8	4.8	5.7	7.6
37	3.7	4.6	5.6	7.4
36	3.6	4.5	5.4	7.2
35	3.5	4.4	5.3	7.0
34	3.4	4.3	5.1	6.8
33	3.3	4.1	5.0	6.6
32	3.2	4.0	4.8	6.4
31	3.1	3.9	4.7	6.2
30	3.0	3.8	4.5	6.0

**XV-3**

**CHART: AL**  
*Amended 05/30/02*

**SICK LEAVE CHART**

Eligible employees accrue sick leave according to the number of weekly hours paid as indicated below:

<u>WEEKLY HOURS PAID</u>	<u>ACCRUAL RATE/PAY PERIOD</u>
40	4.0
39	3.9
38	3.8
37	3.7
36	3.6
35	3.5
34	3.4
33	3.3
32	3.2
31	3.1
30	3.0

**HOLIDAY LEAVE CHART**

**FORMULA AND SCHEDULE FOR CALCULATING HOLIDAY PAY**

$$\frac{(\text{Number of hours regularly scheduled to work per week} \times 8 \text{ hours})}{40}$$

**EXAMPLE:** An employee scheduled to work 32 hours/week is entitled to be paid 6.4 holiday hours as illustrated:

$$\frac{32 \times 8 \text{ hrs.}}{40} = 6.4 \text{ hrs.}$$

If the employee worked 8 hours on the holiday, the employee would be entitled to 6.4 hours of holiday credit.

If the employee worked 3 hours on the holiday, the employee would be entitled to 3 hours of holiday credit.

**HOLIDAY PAY SCHEDULE**

HOURS SCHEDULED TO WORK/WEEK	HOLIDAY HOURS EARNED
40	8.0
39	7.8
38	7.6
37	7.4
36	7.2
35	7.0
34	6.8
33	6.6
32	6.4
31	6.2
30	6.0
29	5.8
28	5.6
27	5.4
26	5.2
25	5.0
24	4.8
23	4.6
22	4.4
21	4.2
20	4.0
19	3.8
18	3.6
17	3.4
16	3.2
15	3.0
14	2.8
13	2.6
12	2.4
11	2.2
10	2.0
9	1.8
8	1.6
7	1.4
6	1.2
5	1.0
4	0.8
3	0.6
2	0.4
1	0.2

**XVI. AMENDMENT DATES**

Guidelines for Personnel Management, Policies and Practices as amended by the Board of Directors - Community Action, Inc. of Central Texas  
November 17, 2011 (Name updated to CAI of Central Texas)  
March 24, 2011 (Pages IV-1, V-2, V-11 – V14, VII-4, VIII-2, VIII-6, VIII-7, IX-2, X-2, XII-2)  
July 17, 2008 (Pages IV-1, V-2, V-13, VIII-11)  
March 23, 2006 (Page XIV-3)  
July 01, 2005 (Page VIII-9)  
July 22, 2004 (Pages VII-1, VII-3, VII-4)  
May 30, 2002  
March 25, 1999  
November 20, 1997  
May 19, 1994  
May 20, 1993  
September, 1991  
January 17, 1991  
July, 1990  
July 28, 1988  
June 21, 1984  
May 24, 1983  
January 21, 1982  
January 31, 1977