

# **CAPITAL AREA CASA ASSOCIATION PERSONNEL POLICIES**

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Legend for Policy Review

- Intern
- Student Worker
- Temp Employee

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## **I. MISSION STATEMENT**

The mission of Capital Area Court Appointed Special Advocate Association is to secure a safe and permanent home for every abused and neglected child.

The heart of Capital Area CASA Association is the committed and caring volunteers who are dedicated to protecting the best interests of abused and neglected children who are so often overlooked.

## **II. ABOUT OUR POLICIES**

Being a CASA employee means more than just reporting to work at a certain location. It means specific responsibilities for you and our organization. The policies that follow were adopted by the organization's Board of Directors and do not represent a contractual agreement between the employee and CASA (employment remains at will). CASA reserves the right to add to, delete from, or modify any of these policies either on an individual or organization-wide basis. Such additions, deletions, or modifications will be effective when approved by the Executive Director. Review by the Executive Committee may be appropriate in some instances.

## **III. WORK ENVIRONMENT**

### **A. At-will Employment**

All employees of Capital Area CASA Association (“CASA”) are employed at-will, unless covered by a separate employment contract. At-will employees are free to resign at any time, without reason. CASA, likewise, retains the right to terminate an at-will employee’s employment at any time with or without reason or notice. Reference to any salary or compensation, schemes of discipline, or any other policy contained in this handbook is stated for the sake of illustration and is not intended to and does not create an employment contract for any specified period of time. This handbook and other documents referenced within are not contractual in nature and do not guarantee the continuation of employment or employment benefits.

### **B. Equal Opportunities**

In recognition of its responsibility not only to its employees, but also to the community in which it serves, CASA reaffirms its continuing commitment to afford qualified and qualifiable individuals an equal opportunity to compete for employment and advancement. To assure equal employment opportunity, there shall be no discrimination concerning any individual or group because of race, color, religion, national original, age, sex, disability or veteran status. CASA makes every effort to ensure its facility is free from barriers that restrict the employment of or use by physically challenged employees.

### **C. Grievance Procedure**

Employee concerns, problems, or dissatisfaction will be addressed according to procedures outlined in CASA’s grievance policy located in the Program Manual. If the grievance involves an action by the Executive Director, the employee should address the grievance to one of the members of the Executive Committee. Employees are encouraged to use the grievance procedures to address concerns or complaints. Every effort will be made by CASA to reach a mutually satisfactory resolution. No reprisals or other adverse actions will be taken against

employees for using this policy. Investigation of complaints will be kept as confidential as possible. CASA requests that you follow the grievance procedure outlined above and otherwise keep your complaint confidential from other employees, board members, volunteers, or other persons doing business with this organization. Review by the Executive Committee may be appropriate in some instances.

#### **D. Harassment Policy**

CASA believes that all employees have the right to work in an environment free from any type of discrimination, including freedom from harassment on any protected basis. CASA will not tolerate harassment of or discrimination against any employee by another employee, supervisor or client for any reason including, but not limited to: veteran status, race, color, religion, sex, marital status, national origin, physical or mental disability, age or political affiliation. Additionally, use or non-use of tobacco products outside the workplace is a protected class in Louisiana and harassment or discrimination on this basis will not be tolerated.

CASA also prohibits sexual harassment of any employee by another employee, supervisor or client. The purpose of this policy is to ensure that no employee is subject to harassment in the workplace. Sexual harassment includes, but is not limited to: unwelcome sexual advances, requests for sexual favors and/or verbal or physical conduct of a sexual nature, including, but not limited to, drawings, pictures, jokes, teasing, uninvited touchings, or other sexual comments. Sexual harassment of an employee will not be tolerated. Violations of this policy will result in disciplinary action up to and including immediate termination.

Any employee that feels he or she is a victim of any form of harassment described in this handbook must immediately report the matter to his/her supervisor or the Executive Director/CEO. If the employee prefers not to discuss the matter with his/her supervisor, the employee may report the matter to the Executive Director/CEO. CASA will investigate every reported incident as soon as possible. Investigations will be conducted as confidentially as possible.

CASA understands that each such investigation requires a factual determination. CASA also recognizes the serious impact that false accusations can have. We trust that all employees will act in a mature and responsible manner in participating in such investigations. No employee making a truthful complaint of perceived harassment will be disciplined or retaliated against. Depending upon the outcome of the investigation, disciplinary action may be taken against the offending individual, up to and including, immediate termination.

#### **E. Substance Abuse Policy**

##### **1. Introduction**

Capital Area CASA has a strong commitment to provide a safe work environment, and to establish policies promoting high standards of employee health and safety. In keeping with this commitment, it is CASA's intent to maintain a drug/alcohol-free work place and a drug/alcohol-free work force. Therefore, the sale, purchase, transfer, use or possession of any form of alcohol or other controlled substances by an employee while on CASA premises or while conducting CASA business is prohibited.

## **2. Scope**

This policy will apply to all regular, part-time, casual or contract employees, and to applicants for employment. Compliance with this policy is required as a condition of original or continued employment.

## **3. Purpose and Objectives**

- A. To maintain a safe and healthful environment for Capital Area CASA employees.
- B. To maintain a drug/alcohol-free work place and a drug/alcohol-free work force.
- C. To prevent accidental injuries and to protect CASA property.
- D. To minimize absenteeism, tardiness, maximize productivity, and to insure quality work.
- E. To promote counseling and/or rehabilitation assistance for employees, when appropriate.
- F. To protect the reputation of CASA and its employees within the community, the court system, and those served by the CASA program.
- G. To comply with existing laws.

## **4. Policy**

The following are strictly prohibited:

- A. Reporting to work or working under the influence of intoxicants, narcotics or drugs.
- B. Use, possession, manufacture, distribution, dispensation or trafficking of narcotics or drugs or drug paraphernalia in any manner on or off company property, before, during or after working hours.
- C. Use or possession of intoxicants in any manner on or off CASA property during working hours.
- D. Use of CASA property or an employee's position with CASA, directly or indirectly, to manufacture, dispense, distribute or traffic narcotics or drugs.

## **5. Definitions**

- A. Illegal Drugs -- Non-prescribed controlled substances as defined by 21 USCA § 812 Schedules I, II, III, IV and V, which include, but are not limited to, drugs such as opioids, narcotics, marijuana, hashish, cocaine, and other controlled substances.
- B. Prescription Drugs -- Drugs prescribed by a physician for treatment of illness or disease.
  - 1) The use of drugs/medicine prescribed by a licensed physician for an individual employee is permitted provided the employee advises CASA that he is using prescribed drugs and provides CASA with assurance from a physician that such drug will not affect the work performance.
  - 2) CASA at all times reserves the right to have a licensed physician determine if use of a prescription drug or medication by an employee produces effects which may increase the risk of injury to the employee or others while working.
  - 3) If it is concluded that a prescribed drug will affect performance, CASA

reserves the right to limit or suspend the work activity of the employee during the period that the physician advises that the employee's ability to perform his/her job safely may be adversely affected by the consumption of such medication.

- 4) Employees who have been informed that medication could cause adverse side effects while working or where medication indicates such warning, must inform their supervisor prior to using such substances on the job.

## **6. Testing Situations**

CASA may require a drug and alcohol screen, including blood and urine tests for drugs and/or alcohol. CASA will require blood and urine tests where required by federal regulation. All other drug tests will be administered at the discretion of CASA, in accordance with the following conditions:

- a. With respect to new employees.
- b. At the discretion of CASA, (a) in all cases of employee absence deemed excessive by CASA and (b) in all cases involving a person associated with on-the-job injury.
- c. In any circumstances where there is reason for the Executive Director to believe that an employee may be under the influence of intoxicants, narcotics or drugs.
- d. With respect to all employees who complete a drug/alcohol rehabilitation program before returning to work.
- e. Random testing of affected employees as may from time to time be required at the discretion of CASA.

## **7. Sample Collection for Alcohol**

In the event an employee is suspected of being under the influence of alcohol, he shall be required to take a blood or breathalyzer test conducted by a person so educated and authorized in testing. Employees who test positive for intoxication due to alcohol (showing a blood alcohol concentration of 0.10 percent or more by weight based on grams of alcohol per one hundred cubic centimeters of blood) shall be subject to immediate discipline, as per part 10 of this policy.

## **8. Sample Collection for Drugs**

All sample collection and testing for marijuana, opiates, cocaine, amphetamines, and phencyclidine will be performed under the following procedures and conditions:

- A. Collection procedures will comply with NIDA guidelines and be conducted in accordance with La. R.S. 49:1111, et seq.
- B. The collection of samples shall be performed under sanitary conditions by a laboratory certified by the Department of Health and Human Resources, which is additionally a NIDA or CAP-FUDT certified laboratory.
- C. Samples shall be collected and tested with due regard to the privacy of the individual being tested, and in a manner reasonably calculated to prevent substitutions or interference with the collection or testing of reliable samples.
- D. Sample collections shall be documented, and the documentation shall include:
  - 1) Labeling of samples so as reasonably to preclude the probability of

- erroneous identification of the test results; and
- 2) An opportunity for the employee to provide notification of any information which he considers relevant to the test, including identification of currently or recently used prescription or non-prescription drugs or other relevant medical information.
- E. Sample collections, storage, and transportation to the place of testing shall be performed so as reasonably to preclude the probability of sample contamination or adulteration; and,
  - F. Sample testing shall conform to scientifically tested analytical methods and procedures. Testing shall include verification or confirmation of any positive test result by gas chromatography, gas chromatography-mass spectroscopy, or other comparably reliable analytical method, before the result of any test may be used as basis of disqualification from employment. Test results which do not exclude the possibility of passive inhalation of marijuana may not be used as a basis for disqualification from employment, however, test results which exceed 50 nanograms shall exclude the possibility of passive inhalation.
  - G. All affected employees will be required to sign a Testing Consent form.
  - H. All drug testing laboratories utilized by the employer shall be licensed to do business in the State of Louisiana, except in the event no qualified laboratories are located in the State.
  - I. All information, interviews, reports, statements, memoranda, or test results received by Capital Area CASA through its drug testing program are confidential evidence, obtained in discovery, or disclosed in any public or private proceeding, except in a proceeding related to an action under La. R.S. 23:1601(10) in a claim for unemployment compensation; La. 23:1081, in a claim for workers' compensation; or in any other civil litigation or arbitration where drug use by the tested employee may be relevant.
  - J. Employee Assistance Program: Capital Area CASA will make available to all employees: informational materials, a copy of this drug policy, and certain hot-line telephone numbers for their assistance. Training will be available, under the EAP, for supervisory personnel who are required to determine whether an employee must be drug tested based on a reasonable cause.
  - K. Capital Area CASA will contract with a licensed physician as its Medical Review Officer (MRO), who will perform all necessary duties of that designated position as required by La. R.S. 49:1007.

## **9. Additional Testing Options**

Capital Area CASA reserves the right to administer Pupillary-Reaction Fitness-for-Duty Testing or Hair Testing to detect use of illicit drugs. Any such testing will be done by a competent technician educated and qualified to administer such tests in his/her respective field. Such testing, whether Pupillary-Reaction Fitness-for-Duty Testing or Hair Testing, will not be subject to Sections 107 or 108 of this policy.

## **10. Sanctions**

An employee will be subject to company discipline, including and up to immediate discharge for the following reasons:

- A. Refusal to cooperate or to participate in the testing program when requested to do so, pursuant to this policy.
- B. Substituting, diluting or tampering with a urine or blood sample.
- C. Testing and confirming positive for prohibited measures of alcohol or prohibited drugs in breath, urine, or blood test.

#### **F. Mileage Reimbursement**

All full time and part-time employees will receive mileage reimbursement at a rate determined by the annual budget. All mileage requests must be submitted on a regular basis, and must be accompanied by specific documentation of the expense. Mileage reimbursement will be paid only for employees using their personal vehicles for CASA business and with appropriate documentation.

#### **G. Smoking**

CASA provides a smoke free environment for all of its employees. Accordingly, smoking is prohibited in all but designated smoking areas. The only designated smoking area is outside of the CASA office.

#### **H. Equipment Usage Policy**

Equipment covered under this policy ("CASA Equipment") includes but is not limited to CASA's:

- Computer network (hardware physically located in the office, software, e-mail, internet access, pocket computers and accessories);
- Fax machine;
- Telephone and voice mail systems;
- Photocopier.

All CASA Equipment is for the sole purpose of conducting CASA business. Capital Area CASA Association owns the rights to all its equipment including hardware, software, data and files. No CASA employee, contractor or volunteer has a right of privacy in any data or files stored or downloaded onto CASA Equipment.

Brief and occasional personal use of CASA Equipment is acceptable as long as it is not excessive or inappropriate, occurs during personal time (lunch or other breaks), and does not result in expense to CASA. Use is defined as "excessive" if it interferes with normal job functions, responsiveness, or the ability to perform daily job activities. Employees must be aware that the electronic mail messages and voice messages sent and received using CASA Equipment are not private and are subject to viewing, listening, downloading, inspection, release, and archiving by CASA at all times.

Use of CASA Equipment for the following activities whether personal or business, is expressly prohibited:

- Saving, storing or downloading personal files, data or e-mail or voice mail messages;
- Changing preset settings;

- Sending chain letters or participating in any way in the creation or transmission of unsolicited or unwanted e-mail;
- Misrepresenting oneself or CASA;
- Engaging in illegal, unethical or malicious activities (examples: harassment, pornography, software piracy);
- Violating other CASA policies (examples: confidentiality, Code of Ethics);
- Distracting, intimidating, or harassing coworkers or third parties;
- Distracting or disrupting the workplace;
- Soliciting or selling products or services that are unrelated to CASA's business;
- Deliberately propagating any virus, worm, Trojan horse, trap-door program code, or other code or file designed to disrupt, disable, impair, or otherwise harm either CASA Equipment or any other individual's or entity's computer equipment;
- Using abusive, profane, threatening, racist, sexist, obscene or otherwise objectionable or offensive language;
- Accessing, creating, viewing, sending or receiving abusive, profane, threatening, racist, sexist, obscene or otherwise objectionable visual, textual or auditory material.
- Sending, receiving or accessing pornographic materials;
- Participating in partisan politics;
- Causing congestion, disruption, disablement, alteration, or impairment of CASA Equipment;
- Maintaining, organizing, or participating in non-work-related Web logs ("blogs"), Web journals, "chat rooms," or instant messaging;
- Defeating or attempting to defeat security restrictions on company systems and applications.
- Accessing e-mail or voice mail of others;
- Any other activity that jeopardizes the integrity or reputation of the CASA program, employee performance or mission achievement.

If an employee receives unsolicited e-mail that violates any of the above prohibitions, he or she will notify their supervisor and the staff person assigned to technology duties. Every effort will be made to prevent receipt of further e-mails that violate the organization's policy.

The Internet is to be used to further CASA's mission. Internet access is provided to employees for the purpose of research, professional development, and work-related communications.

All CASA policies and procedures apply to employees' conduct on the Internet, especially, but not exclusively, relating to: intellectual property, confidentiality, organization information dissemination, standards of conduct, misuse of organization resources, anti-harassment, and information and data security.

Employees are individually liable for any and all damages incurred as a result of violating company security policy, copyright, and licensing agreements.

All long distance calls and faxes must be recorded on the phone logs provided. When it is necessary for an employee to make a personal long distance call or fax, he or she must record the call or fax on the appropriate phone log and reimburse CASA for the expense.

Employees other than the staff person assigned to technology duties may not load or download software on any CASA computer. This includes wallpaper, screensavers, software and firmware. Employees should not bring personal computers to the workplace or connect them to CASA's computer network.

Violation of this policy and other misuse of CASA Equipment can result in disciplinary action up to and including termination. CASA can and will monitor employee usage, including personal usage, of its Equipment to assure compliance with this policy. Use of CASA's Equipment is a privilege and may be revoked at any time for inappropriate conduct involving its use.

## **I. Whistleblower Policy**

### Scope

This policy applies to all of the Capital Area Court Appointed Special Advocates' (collectively referred to herein as "CASA") employees, including part time, temporary and contract employees.

### General

CASA expects directors, officers, volunteers and employees to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. As employees and representatives of CASA, everyone must practice honesty and integrity in fulfilling our responsibilities and comply with all applicable laws and regulations.

### Reporting Violations and Responsibility

It is the responsibility of all directors, officers, volunteers and employees to comply with these standards and to report violations or suspected violations in accordance with this Whistleblower Policy.

CASA maintains an open door policy and suggests that employees share their questions, concerns, suggestions or complaints with someone who can address them properly. In most cases, an employee's supervisor is in the best position to address an area of concern. However, if you are not comfortable speaking with your supervisor, or not satisfied with your supervisor's response, you are encouraged to speak with the Executive Director. Supervisors and managers are to report suspected violations of CASA's ethical business practices to the Executive Director or a member of the Board of Directors of CASA.

All concerns or complaints regarding CASA's accounting practices, internal controls or auditing should be reported to the Board of Directors directly. For suspected fraud, or when you are not satisfied or uncomfortable with following the open door policy, individuals should contact a member of the Board of Directors directly.

The Board of Directors should periodically inquire of management regarding incidents reported under this Whistleblower Policy and monitor the status and resolution of such matters.

All reports should be promptly investigated and appropriate corrective action will be taken if warranted by the investigation.

#### No Retaliation

No director, officer, volunteer or employee who in good faith reports a violation under this policy shall suffer harassment, retaliation or adverse consequence. An employee who retaliates against someone who has reported a violation in good faith is subject to discipline up to and including termination of employment. This Whistleblower Policy is intended to encourage and enable employees and others to raise serious concerns within the organization prior to seeking resolution outside the organization.

#### Acting in Good Faith

Anyone filing a complaint concerning a violation or suspected violation of CASA's business practices must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation. Any allegations that prove not to be substantiated and which prove to have been made maliciously or knowingly to be false will be viewed as a serious disciplinary offense.

#### Confidentiality

Violations or suspected violations may be submitted on a confidential basis by the complainant or may be submitted anonymously. Reports of violations or suspected violations will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation.

### **IV. CONDITIONS OF EMPLOYMENT**

#### **A. Transportation and Traffic Policy**

Capital Area CASA Association employees are required to maintain a current driver's license, a safe driving record, and personal automobile insurance coverage in at least the amount required by Louisiana law. Employee driving records will be reviewed upon employment and annually thereafter with particular attention being paid to the previous three-year period. Employees must immediately notify the Executive Director (or his/her designee) of any violations of the law that impact either their driver's license or automobile insurance coverage.

At any time that a Capital Area CASA Association employee drives his/her vehicle or any other vehicle for any purposes related to their employment, that employee and all passengers shall use all restraint systems as are required by law, and as may be otherwise appropriate under the circumstances such as seat belts, air bags and child safety seats.

Traffic violations that occur on work time while transporting children will be considered a significant breach of the employee's responsibility to the organization. In addition, egregious traffic violations outside of work (DWI, reckless operation, multiple incidents, etc.) will be reviewed upon notice to the Executive Director (or his/her designee). Violations on work time while transporting children and/or egregious violations outside of work will be

considered for potential disciplinary action up to and including termination.

### **B. Employee Background Checks**

Criminal background checks will be conducted on all employees. When an employee has resided outside of Louisiana at any time during the five years prior to employment, background checks will be conducted in all appropriate states. The authorization form outlines the type of background checks to be conducted. Employees must immediately notify the Executive Director (or his/her designee) of any criminal charges filed or pending, and/or convictions that may arise. Criminal charges and/or convictions will be considered for potential disciplinary action up to and including termination.

### **C. Probationary Employment Period**

The first six months of employment are established as a probationary period. This will enable employees to adjust to a new working environment and learn their job function. During this probationary period the employee, their supervisor, and the Executive Director will have the opportunity to assess performance and progress in the position to determine eligibility for continued employment. This six month probationary period is not a guaranteed, fixed term. You are employed at-will during that period. Therefore, you may resign and CASA may terminate your employment at any time during the probationary period with or without notice or cause. Similarly, successful completion of the probationary period is not a guarantee of future employment.

### **D. Punctuality and Attendance**

Punctuality and attendance are critical to the efficient operation of CASA. When an employee is late or absent, productivity is hampered and an additional burden is placed on co-workers. When absenteeism or tardiness is unavoidable, employees are expected to personally notify their direct supervisor within thirty minutes of their normal starting time. Absenteeism and tardiness are considered in evaluating overall performance. These factors are taken into consideration when the annual performance evaluation is prepared. Excessive absenteeism and tardiness may therefore lead to a substandard evaluation and/or further disciplinary action up to and including immediate termination. Failure to report for work or call in for two consecutive days will result in immediate discipline including possible termination.

### **E. Training and Professional Development**

CASA will provide opportunities for ongoing training and professional development based on available resources. Staff is expected to participate in training and development opportunities offered. Employee participation in staff development opportunities will be reviewed during their annual performance evaluation. Employees who resign within one year of completing professional development activities not specific to the CASA program will be required to reimburse the organization for the cost of the training.

### **F. Confidentiality**

All employees are subject to Capital Area CASA Association's Confidentiality Policy and must sign a Pledge of Confidentiality indicating their understanding of and commitment to

the policy. Any breach of this policy is grounds for immediate dismissal as a CASA employee.

### **G. Professional Attire**

Professional attire is required of all CASA staff members when conducting CASA business. This policy includes appropriate attire and grooming for court appearances. If you have questions regarding appropriate attire, please contact the Executive Director.

### **H. Liability Protection**

CASA employees who are acting in good faith have immunity from civil or criminal liability pursuant to Louisiana Children's Code, Article 424.10 for making reports, cooperating in investigations by an agency or participating in judicial proceedings. This immunity does not extend to an offense by an employee involving: the abuse, neglect or sexual exploitation of a child; the issuance of a report known to be false or with reckless disregard for the truth; or the unauthorized divulging of confidential information occasioned by a CASA volunteer's gross fault or gross neglect.

The organization may provide additional coverage through private liability insurance. Employees are required to complete a report form provided by the employer notifying the Executive Director of incidents which have the potential to create liability for the organization. Such incidents include but are not limited to auto accidents, damages to people or property and/or serious threats of a lawsuit.

### **I. Outside Employment**

Capital Area CASA Association recognizes that its employees may accept outside employment or appointments with other organizations. However, full-time employees are prohibited from taking positions or engaging in outside employment that affects the employee's ability to satisfactorily complete his/her duties for CASA. Employees are required to inform the Executive Director of any outside employment or involvement to avoid any potential conflicts of interest or concerns with regard to confidentiality.

## **V. PERFORMANCE AND EVALUATION**

### **A. Wage Policy**

Salaries and benefits for all CASA employees are established by considering the practices of similar agencies and organizations in the area, other CASA programs nationwide, and available program revenue.

### **B. Employee Personnel Files**

The Executive Director of Capital Area CASA Association maintains personnel files on all employees. These files are the property of Capital Area CASA Association and contain confidential information pertaining to the employment of individuals. An employee may review his/her personnel file after making an appointment to do so and in the presence of the Executive Director. An employee will not, however, be permitted to remove, copy or alter any document in his/her personnel file.

**C. Performance Evaluations**

Each employee will receive a performance evaluation from the Executive Director and his or her direct supervisor annually. The employee is an active participant in the evaluation process. Employees are given the opportunity to sign the evaluation report, obtain a copy, and include written comments before the report is entered into the personnel file.

**D. Merit Increases**

The Executive Director, with input from the employee’s direct supervisor, may recommend a merit increase. Any merit increase is dependent upon the employee's performance, as well as the availability of funding.

**E. Disciplinary Action**

Employees will be subject to disciplinary action, at the discretion of the Executive Director and/or the Board of Directors, up to and including immediate termination for violations of CASA’s policies or other unacceptable behavior which reflects poorly on CASA’s program or community reputation.

**VI. BENEFITS ELIGIBILITY**

**A. Health Insurance**

Eligible employees may participate in the health insurance program to be made available by CASA. A portion of the cost, to be determined annually, will be paid by CASA. All part-time employees may participate in the health insurance program at their own expense if available by carrier. Employees will become eligible to participate in insurance coverage after the first day of the month following the employee’s completion of thirty (30) days of service with CASA. To add coverage for a newly eligible dependent, employees must notify the Executive Director in writing within 20 days of the qualifying event. A qualifying event is defined in the policy of insurance currently in effect, but the term typically includes events such as the birth or adoption of a child or marriage.

**B. Vacation**

Paid vacation is a gratuitous benefit of employment with CASA. Eligible employees will be granted paid vacation on January 1 of each calendar year according to the following schedule.

Six months to one year	pro rata share of 10 days
One year to three years	10 days
Four to five years	12 days
Six years	15 days
More than six years	For each year in excess of six years of service, an employee will receive one additional day per year added to standard 15 days per year, not to exceed 20 days annual vacation.

An employee becomes eligible to receive vacation benefits when he/she has successfully completed the six month probationary period. Part-time employees may receive vacation

benefits on a pro rata basis. Vacation balances existing as of December 31, 2000 will not be lost. An employee may use those days at their discretion and in accordance with this policy.

Requests to take available vacation time must be submitted in writing and approved by the employee's direct supervisor and the Executive Director. Vacation requests will be considered on a "first-come, first-served" basis and will be evaluated in keeping with appropriate staffing levels.

Paid vacation does not accrue as a wage. Unused paid vacation granted pursuant to this policy cannot be carried forward to the next calendar year. Likewise, upon termination, resignation or retirement, CASA will not compensate employees for unused paid vacation.

### **C. Sick Leave**

Paid sick leave is a gratuitous benefit of employment provided to eligible employees for period of temporary absence due to the employee's personal illness or injury or the illness of injury of the employee's spouse, child or parent. Eligible employees will be granted sick leave benefits at the rate of one day per month or 12 days per year.

Employees who are unable to report to work due to illness or injury should notify their direct supervisor before the scheduled start of their work day. The direct supervisor must also be contacted on each additional day of absence.

Paid sick leave benefits will be calculated based on the employee's base pay rate at the time of the absence. Sick leave may be accumulated up to a total of 60 days at any one time. No employee of CASA will be allowed to accumulate more than 60 days of paid sick leave. Because sick leave is a gratuitous benefit of employment that does not accrue as a wage, sick leave will not be paid out upon an employee's termination or resignation.

### **D. Maternity Leave**

Employees who will return to work for a period of at least six months after an absence due to the birth or adoption of their child are eligible for maternity leave after two years of consecutive, full time employment. While on maternity leave, employees will receive 75% of their salary. When an employee has received maternity leave benefits and does not return to work for a period of at least six months following the maternity leave, CASA may recover salary and benefits paid to the employee during the maternity leave period.

Birth and adoptive mothers are eligible for up to six weeks (30 work days) of maternity leave immediately following the birth or adoption of their child. Employees may combine maternity, sick and vacation leave not to exceed 12 consecutive weeks (60 work days) immediately following the birth or adoption of their child. Absences from work due to illness during pregnancy are treated like any other illness.

It is the responsibility of Capital Area CASA Association employees to manage the use of their leave in a responsible manner including planning for contingencies. Employees are encouraged to maintain leave balances adequate to cover events such as employee follow up

doctor visits, well-baby doctor visits and unforeseen short-term illnesses.

**E. Funeral Leave**

When a death occurs in an employee's immediate family, three days off with pay may be granted to make arrangements for burial and attend the funeral or related services.

Immediate family is defined as spouse, child, mother, father, sister, brother, mother-in-law, father-in-law, and grandparent.

**F. Jury Duty Leave**

Employees who are absent as a result of jury duty will be paid at regular rate of pay. The employee must submit a copy of the summons to appear in court to the Executive Director. If jury service ends prior to the end of the employee's regular work day, the employee must return to the office and work for the remainder of the work day.

**G. Holidays**

On a yearly basis, the schedule of paid holidays to be observed by CASA will be determined by the Executive Director, not to exceed ten paid days per year.

CAPITAL AREA CASA ASSOCIATION  
RECEIPT OF PERSONNEL POLICIES

I have received, read and understood the policies and practices in the Capital Area CASA Association Personnel Policies. I understand that this handbook replaces any and all prior handbooks, policies and practices of CASA.

I agree to abide by the policies and procedures contained herein. I understand that the policies and benefits contained in these Personnel Policies may be added to, deleted or changed by CASA at any time. I understand that neither this handbook nor any other written or verbal communications by any management representative is intended, in any way, to create a contract of employment. I also understand that CASA abides by employment at will, which permits CASA or the employee to terminate the employment relationship at any time with or without notice or cause.

If I have any questions regarding the content or interpretation of this handbook, I will bring them to the attention of my supervisor or the Executive Director.

\_\_\_\_\_  
EMPLOYEE SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SUPERVISOR SIGNATURE

\_\_\_\_\_  
DATE