

COMMUNITY ARTS AGENCY

EMPLOYEE HANDBOOK

**Community Arts Agency
City, GA ZIP
Adopted/Revised_____**

COMMUNITY ARTS AGENCY

Employee Handbook Acknowledgement Form

This is to acknowledge that I have received a copy of the Community Arts Agency Employee Handbook and understand that it outlines my privileges and obligations as an employee of Community Arts Agency. A copy of this acknowledgement will be placed in my personnel file.

I further understand that, as an employee of Community Arts Agency, I am governed by the contents of the Employee Handbook and that it is my responsibility to familiarize myself with all information in the Handbook.

Since the information, policies, rules and regulations, and benefits described in this Handbook are subject to change, I understand and agree that any and all changes can be made by Community Arts Agency in its sole and absolute discretion, and I agree to observe these changes in all respects.

Employee:

Employee's Name (printed or typed)

Employee's Signature

Social Security Number

Date

Community Arts Agency:

Title

Date

COMMUNITY ARTS AGENCY EMPLOYEE HANDBOOK

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SECTION I - GENERAL

1.1 GENERAL PURPOSE/SCOPE

- (a) Community Arts Agency is a Georgia nonprofit corporation under Articles of Incorporation filed in 1986. This Handbook is only intended to give an overview of the human resources policies of Community Arts Agency. This Handbook is a general information guide to the current employment policies of Community Arts Agency, and shall not be construed as a contract, implied or otherwise. Community Arts Agency reserves the right to amend, delete, supplement, or rescind any of the provisions of this Handbook, as the Community Arts Agency Board of Directors may deem necessary and appropriate, without advance notice. These policies shall not be construed to create contractual rights or any type of promise or guarantee of specific treatment upon which any employee may rely. Community Arts Agency also reserves the right to deviate from these policies in emergency situations, in order to provide orderly and cost efficient services to the organization's audience and in pursuit of the attainment of the organization's mission.

1.2 NATURE OF THE EMPLOYMENT RELATIONSHIP

- (a) Employment with Community Arts Agency is voluntary on the part of both parties. Either the employee or Community Arts Agency may terminate the employment relationship at any time, with or without cause, as either party may deem appropriate. Although Community Arts Agency may choose to terminate employment for cause, cause is not required to terminate the employment relationship. This is called "at-will" employment.
- (b) Every employee covered by the policies outlined in this Handbook is responsible for being familiar with its contents. Each employee will acknowledge receipt and understanding of this Handbook and return a signed confirmation of the above.
- (c) This policy does not apply to independent contractors. Employees who participate in work-study programs and internships are not covered. They are covered by the terms of their respective school or organization.

1.3 EQUAL EMPLOYMENT OPPORTUNITY

- (a) Community Arts Agency is an equal opportunity employer. Community Arts Agency employs, retains, promotes, terminates and otherwise treats all employees and job applicants on the basis of merit, qualifications, and competence. This policy shall be applied without regard to any individual's sex, sexual orientation, race, color, ethnicity, religion, national origin, age, marital status, handicap or disability. Whenever possible, principles of affirmative action are applied.
- (b) Community Arts Agency will not discriminate against applicants or employees with a sensory, physical or mental impairment, unless the impairment cannot be reasonably accommodated and prevents proper performance of essential duties and responsibilities of the job.
- (c) Employees with life threatening illnesses, such as cancer, heart disease, or AIDS/HIV conditions, or communicable diseases such as tuberculosis or influenza, are treated as all other employees. They are permitted to continue working so long as they are able to maintain an acceptable level of performance and medical evidence shows they are not a threat to themselves or their co-workers. Community Arts Agency will work to preserve the safety of all of its employees and reserves the right to reassign employees or take other job actions when a health or safety risk to fellow employees or the public exists.

1.4 SEXUAL HARASSMENT

- (a) It is the policy of Community Arts Agency to provide a work environment for its employees, which is free from discrimination and intimidation. Community Arts Agency will not tolerate any form of sexual harassment. Prompt disciplinary action will be taken against an employee who commits or participates in any form of sexual harassment.
- (b) Sexual harassment is defined as unwanted, unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct which has the effect of creating an offensive, intimidating, degrading or hostile work environment or adversely interferes or affects an employee's work performance.
- (c) Any employee who believes he or she is being sexually harassed by supervisors or co-workers should immediately notify their immediate supervisor. In the event that the harassment involves the immediate supervisor, the employee should notify the Executive Director. Community Arts Agency will not retaliate against an employee who complains of sexual harassment.

1.5 AIDS POLICY

Community Arts Agency recognizes that Acquired Immune Deficiency Syndrome (HIV/AIDS) and its related conditions pose significant and delicate issues for employees in the workplace. Community Arts Agency has developed Guidelines to foster a healthy work environment, to ensure compliance with our policy against discrimination towards disabled persons, and to provide clear Guidelines to manage situations in which AIDS-related issues arise. These guidelines are based on current medical information and are subject to revision at Community Arts Agency's discretion.

- (a) For the purposes of these guidelines, persons with AIDS includes all persons with the Acquired Immune Deficiency Syndrome, persons with AIDS Related Complex (ARC), persons who are seropositive for antibodies to the Human Immunodeficiency Virus (HIV) (i.e., persons whose blood tests indicate the presence of antibodies to the AIDS virus, but who have none of the symptoms associated with AIDS or ARC) and persons perceived to have AIDS, ARC, or be HIV positive.
 - (1) Community Arts Agency is an equal opportunity employer and prohibits, among other things, discrimination against any person due to sexual orientation or disability. Discrimination based on knowledge or presumed knowledge of the AIDS antibody or AIDS virus status of an employee will not be tolerated.
 - (2) Based on reliable medical opinions, including, statements from the U.S. Public Health Service and the Centers for Disease Control and Prevention, there is no evidence that the AIDS virus is transmitted through the type of casual contact that occurs in ordinary social workplace settings. Therefore, subject to changes in medical information, employees may continue to work as long as they are medically able to meet acceptable performance standards and their condition is not a threat to themselves or others. Community Arts Agency reserves the right to obtain an independent medical opinion to ascertain an employee's medical status.
 - (3) Reasonable efforts will be made to accommodate persons with AIDS in the workplace whenever possible and appropriate.

- (4) All medical information obtained from employees will be treated confidentially.
- (5) Community Arts Agency recognizes that there may be situations in which employees are concerned about working with persons with AIDS or persons perceived to have AIDS. Concerns are often based on misinformation or lack of information about the modes of transmission of the AIDS virus. Community Arts Agency will attempt to deal with all employee concerns through education and counseling. The national and state Department of Health and Human Resources are available to discuss specific issues and to provide educational materials, including information on local programs and resources. However, in situations where such measures do not resolve the problem and where Community Arts Agency determines that discrimination against or refusal to work with a person with AIDS is being practiced, corrective or disciplinary action will be taken.
- (6) Any perceived violation of this policy shall be directed to the Community Arts Agency Human Resources Committee of the Board of Directors.

1.6 DEFINITIONS

- (a) Supervisor. An employee who has responsibility for directing one or more employees, departments, or work units.
- (b) Immediate Family. An employee's immediate family includes the employee's spouse, child, parent, brother or sister, mother or father-in-law, son or daughter-in-law, grandparent of an employee or spouse.
- (c) Regular Full-Time. An employee who has completed the trial period and who regularly works a minimum of forty (40) hours a week on a continuing basis.
- (d) Part-Time. An employee who works less than forty (40) hours a week on a continuing basis.
- (e) Temporary. Temporary employees are defined as those employees who hold jobs of limited duration arising out of special projects, abnormal workloads or emergencies. Temporary employees are not eligible for any benefits.
- (f) Exempt. Full-Time employees that are salaried. (FLSA Regulations)
- (g) Non-Exempt. Full-Time and Part-Time employees that are paid hourly.

1.7 EMPLOYEE PERSONNEL RECORDS

- (a) Community Arts Agency maintains a personnel file for each employee, and access is limited to the employee's immediate supervisor, the Executive Director and the Chair of the Board or his/her designee. An employee's personnel file contains the employee's name, title and/or position held, job description, department to which the employee is assigned, salary, changes in employment status, training received, performance evaluations, personnel actions affecting the employee, including discipline, and other pertinent information. The file may also include the employee's application for employment, references, any medical information required by this Handbook, and any memos and correspondence related to employment by Community Arts Agency.

- (b) Employees may inspect their files by making a written request to the Executive Director. Employees may read their personnel file, but are not permitted to remove any portion of the file; they may not put comments in their files unless authorized by the Executive Director. The employee can request to have information removed from their personnel file if the employee believes any information to be irrelevant or erroneous. If Community Arts Agency denies the employee's request to remove the information, the employee may file a written rebuttal statement to be placed in their file.
- (c) Personnel files are kept confidential to the maximum extent permitted by law. Except for routine verifications of employment, no information from an employee's personnel file will be released to the public, including the press.

1.8 REFERENCES

- (a) Community Arts Agency does not give references, other than to confirm the dates of employment and last salary, without the express written consent of the employee.
- (b) Only the Executive Director or designee will provide employment references on current or former Community Arts Agency employees.

SECTION II - HOURS & ATTENDANCE

2.1 WORKING HOURS

- (a) The organization's administrative business hours are Monday through Friday from 9:00 a.m. to 5:00 p.m.
- (b) A normal working schedule for regular, full-time employees consists of forty (40) hours each work week. Different work schedules may be established by the organization to meet a variety of job assignments as may be necessary to deliver the services and programs associated with the organizations mission. Each employee's supervisor will advise the employee regarding their specific working hours.
- (c) Part-time employees will work hours as specified by the Executive Director.

2.2 HOURS OF WORK AND OVERTIME

When operating requirements or other needs cannot be met during regular working hours employees will be given the opportunity to volunteer for overtime work assignments. Community Arts Agency employees are exempt from the overtime pay requirements of the Fair Labor Standards Act.

- (a) All Community Arts Agency positions are designated as either "exempt" or "non-exempt" according to the Fair Labor Standards Act ("FLSA") regulations.
- (b) For most employees, the established work period is forty (40) hours within a seven (7) day work week.
- (c) Non-exempt employees are entitled to additional compensation, either in cash or compensatory time off, when they work more than the maximum number of hours during a work period.

- (d) All overtime must be authorized in advance by the employee's supervisor or the Executive Director.
- (e) Overtime pay is calculated at one and one-half times the employee's regular rate of pay for all time worked beyond the established work period.
- (f) Non-exempt employees will be compensated at a rate of one and one-half times the employee's regular rate of pay for Holidays.
- (g) When computing overtime, holidays, sick leave and vacation time is not counted as hours worked.
- (h) Exempt employees are not covered by the FLSA overtime provisions but can receive compensatory time in lieu of overtime pay.

2.3 COMPENSATORY TIME

- (a) Non-exempt employees entitled to overtime pay may elect to receive compensatory time off instead of cash payment. This is approved on a case-by-case basis by the employee's supervisor and subject to review by the Executive Director. If the compensatory time option is exercised, the employee is credited with one and one-half times the hours worked as overtime. Maximum accruals of compensatory time shall be limited to forty (40) hours for regular employees. After maximum accrual, overtime compensation shall be paid.
- (b) Non-exempt employees may use compensatory time within a reasonable time period after making a request and receiving approval from their immediate supervisor. Approval shall not be withheld unless doing so would unduly disrupt the operations of the organization. Compensatory time should be used for short-term absences from work during times mutually agreed to by the employee and their supervisor. Accumulation of compensatory time to be used as a substitute for extended vacation time off is not normally permitted.
- (c) If an employee is unable to use accrued compensatory time within a reasonable period, usually ninety (90) days, the employee will be paid their original overtime wage.
- (d) Exempt employees can accrue compensatory time in lieu of overtime pay upon approval of their immediate supervisor and Executive Director. If an exempt employee is unable to use accrued compensatory time within ninety (90) days, the employee will forfeit the unused time.

2.4 ATTENDANCE

- (a) Punctual and consistent attendance is a condition of employment. Each supervisor is responsible for maintaining an accurate attendance record of his or her employees.
- (b) Employees unable to work or unable to report to work on time should notify their supervisor as soon as possible, ordinarily before the work day begins or within thirty (30) minutes of the employee's usual starting time. If an absence continues beyond one day, the employee is responsible for reporting in each day. If the supervisor is unavailable, the employee may leave a message with the Executive Director or designated representative, stating the reason for being late or unable to report for work.
- (c) Employees are expected to be at work even during inclement weather. Supervisors may allow employees to be late or leave early during severe weather conditions.

- (d) An employee who is absent without authorization or notification is subject to disciplinary action, including possible termination.

2.5 PAYROLL RECORDS

The Community Arts Agency Executive Director or his/her designee keeps the official payroll records. Each supervisor shall turn in on a regular basis a time sheet for each employee, which shall be signed by the employee and supervisor, noting hours worked, leave taken and overtime worked during the previous pay period.

SECTION III - RECRUITING & HIRING

3.1 RECRUITING

- (a) Recruiting practices are conducted solely on the basis of ability, merit, qualifications and competence, without regard to race, color, ethnicity, religion, national origin, sex, sexual orientation, marital status, pregnancy, age, handicap or disability.
- (b) Each applicant shall complete and sign an application form prior to being considered as a finalist for any position. Resumes may supplement, but not replace, the Community Arts Agency official application form. Applicants chosen for consideration as finalists on the basis of their resume or other information shall complete a standard application form prior to being considered as a finalist for any position.
- (c) Any applicant supplying false or misleading information is subject to immediate termination, if hired.

3.2 HIRING

- (a) When a position becomes vacant and prior to any posting or advertisement of the vacancy, the supervisor shall review the position, its job description and the need for such a position. The supervisor will prepare and submit a written request to fill the position to the Executive Director. The Executive Director shall fill the position if the position is considered essential to the operation of the organization.
- (b) All offers of employment are contingent on verification of the employee's right to work in the United States. On employee's first day of work he/she will be asked to provide original documents verifying your right to work in the United States and to sign a verification form required by federal law. If at any time employee cannot verify his/her right to work in the United States, Community Arts Agency may be required to terminate his/her employment.
- (c) New employees are introductory employees for the first ninety (90) days of employment. During this trial period, employees will have an opportunity to learn their new position and see whether they enjoy their employment at Community Arts Agency. Community Arts Agency will use this trial period to conduct an initial review of whether employees are able to meet its expectations. Successful completion of your introductory trial period is not a guarantee of continued employment.
- (d) Applicants for positions in which the applicant is expected to operate a motor vehicle must be at least 21 years old and will be required to present a valid Georgia driver's license with any necessary

endorsements. Driving records of applicants may be checked. Applicants with poor driving records, as determined by Community Arts Agency, may be disqualified for employment in positions requiring driving.

- (e) Community Arts Agency may administer pre-employment examinations to test the qualifications and ability of applicants, as determined necessary. Community Arts Agency may contract with any competent agency or individual to prepare and/or administer examinations.
- (f) After an offer of employment has been made and prior to commencement of employment, Community Arts Agency may require persons selected for employment to successfully pass a medical examination, which may include testing for alcohol and controlled substances. The purpose of the examination is to determine if the individual is physically able to perform the job and to ensure their physical condition will not endanger the health, safety or well being of other employees or the public. The offer of employment may be conditioned on the results of the examination.
- (g) A candidate may be disqualified from consideration if: (1) found physically unable to perform the duties of the position (and the individual's condition cannot reasonably be accommodated in the workplace); (2) the candidate refuses to submit to a medical examination or to complete medical history forms; or (3) if the exam reveals use of alcohol and/or controlled substances.

3.3 EMPLOYEE CLASSIFICATION

- (a) Regular Full-Time Employee: A person who is employed for a 40 hour work week in a position designed to last six months or longer. There is no limitation on your eligibility for benefits offered employees in this employee classification.
- (b) Part-Time Employee: A person who is employed for a work week of less than 40 hours in a position designed to last six months or longer. If you are employed for a work week of at least 30 hours, you will be eligible for all health benefits offered full-time employees.
- (c) Temporary Employee: A person employed on a limited basis that is not considered to be filling a permanent position. You are not eligible for any employee benefits available to full-time employees or part-time employees who are employed for a 30-hour or more work week.

3.4 TRIAL PERIOD

- (a) All newly hired employees or former employees who have been rehired or employees promoted to a new classification enter a trial period, which is considered an integral part of the selection and evaluation process. During the trial period an employee is required to demonstrate suitability for the position through actual work performance and evaluations by their department or the Executive Director.
- (b) The normal trial period is three (3) months from the employee's date of hire, rehire or promotion; however, longer periods may be established for positions requiring technical, professional, specialized, unusual or unique skills or qualifications. The trial period may not be shortened for any reason.
- (c) An employee's trial period may be extended for up to an additional six (6) months (when needed due to circumstances such as extended illness or a need to continue to evaluate marginal performance) to properly evaluate the employee's performance.

- (d) Trial period employees accrue vacation, compensatory time, and sick leave, but are not eligible to use vacation until after their trial period is completed. Trial period employees are not eligible for medical benefits until after their trial period is completed.
- (e) During the trial period, the employee may be terminated at any time with or without cause.
- (f) When a supervisor or the Executive Director determines an employee has satisfactorily completed the trial period, they shall prepare a written performance evaluation, which will be reviewed by the Executive Director. If the trial period is satisfactorily completed, the employee may be certified to regular employment status.

3.5 EMPLOYMENT OF RELATIVES (NEPOTISM)

It is contrary to policy to hire members of the same family whether it is regular, part-time, and temporary or as a subcontractor paid directly by Community Arts Agency. Employees who become related after employment will not be assigned to the same department.

3.6 PROMOTIONS AND TRANSFERS

Community Arts Agency encourages current Community Arts Agency employees to apply for vacant positions for which they are qualified. Promotions and transfers shall be based on the supervisor or Executive Director's recommendation, work force requirements, performance evaluations, job descriptions and related Community Arts Agency requirements.

SECTION IV – COMPENSATION

4.1 SALARY CLASSIFICATION AND GRADES

Each job title within the organization is classified into one of the organization's classifications for salary purposes, based on job qualifications, level of responsibility, difficulty, working conditions, skill, hazard, and amount of supervision required for the specific job title. Each classification is designated a particular salary or salary range shown on the organizations salary and wage schedule. The Executive Director shall prepare and present the annual salary classification schedule for the following year to the Board of Directors for approval with the annual budget.

4.2 EMPLOYEE PAY RATES

- (a) Employees shall be paid within the limits of the salary range to which their positions are assigned.
- (b) Usually, new employees will start their employment at the minimum salary rate for their classification. However, a new employee may be employed at a higher rate than the minimum when the employee's experience, training or proven capability warrant, or when prevailing market conditions require a starting rate greater than the minimum.
- (c) Pay increases are contingent on satisfactory performance. If an employee's performance is consistently unsatisfactory, the Executive Director at his/her discretion, may defer a scheduled pay increase for a stipulated period of time or until the employee's job performance is satisfactory.

- (d) The Executive Director may propose and the Board may grant an across the board pay adjustment (cost-of-living increase) from time to time, raising the salaries of all positions by a specified amount within a defined group of classifications. Such adjustments, if any, will not change an employee's pay anniversary date.

4.3 PAYDAYS

Employees are paid (bi-weekly/weekly/monthly) on Fridays. Checks or electronic deposits shall be delivered to employees on or before 2:00 p.m.

4.4 DEDUCTIONS

The law requires that Community Arts Agency make certain deductions from every employee's compensation. Among these are applicable federal, state, and local income taxes. Community Arts Agency also must deduct Social Security taxes and Medicare on each employee's earnings up to a specified limit that is called the Social Security "wage base." Community Arts Agency matches the amount of Social Security taxes paid by each employee. In addition, Community Arts Agency also has authority to deduct amounts that the employee has agreed to contribute to benefit plans.

Community Arts Agency also reserves the right to deduct from an employee's pay, amounts representing fines assessed for failure to perform work assignments where advance notice of what fines may be assessed has been provided.

If an employee has any questions concerning why deductions were made from his or her pay check or how they were calculated, the Executive Director can assist in having, those questions answered.

4.5 TRAVEL

All business related travel must be approved in advance by the Executive Director or his/her designee. If private automobiles are used, employees will be reimbursed at rates established and modified from time to time by the standard allowable U.S. Internal Revenue Service (IRS) rate for automobile use.

4.6 TRAVEL EXPENSES REIMBURSEMENT

- (a) Community Arts Agency employees will be reimbursed for reasonable and customary expenses actually incurred in connection with the business of the organization, including food, lodging and travel expenses while away, but excluding any expenses for alcoholic beverages. Tips, not to exceed 15%, for meals, taxis, or baggage handling are reimbursable.
- (b) Requests for reimbursement, including receipts, shall be submitted on a Community Arts Agency expense report form signed by the employee and the immediate supervisor.

4.7 COMPENSATION UPON TERMINATION

When an employee's employment with Community Arts Agency is terminated, the employee will receive the following compensation:

- (a) Regular wages for all hours worked up to the time of termination, which have not already been paid.

- (b) Any overtime or holiday pay due.
- (c) A lump sum payment of any accrued but unused vacation and compensatory time.

SECTION V - PERFORMANCE EVALUATIONS & TRAINING

5.1 PERFORMANCE EVALUATIONS

- (a) To achieve the organization's goal to train, promote and retain the best-qualified employee for every job, Community Arts Agency may conduct periodic performance evaluations for all positions.
- (b) The Executive Director shall be responsible for developing and maintaining the organization's performance evaluation program.
- (c) Employees are to be evaluated by their immediate supervisor prior to completion of their trial period and at least once every 12 months thereafter. Supervisors may conduct more frequent evaluations to document efforts to identify and improve an employee's work performance if deemed necessary. The Board of Directors or its designee shall be responsible for the annual evaluation of the Executive Director.
- (d) The evaluation is part of an employee's personnel record and may be a factor in determining the employee's conversion to regular status, whether the employee receives a wage increase, or is to be promoted, transferred, demoted, laid off, or terminated.

5.2 TRAINING POLICY

Community Arts Agency seeks, within the limits of available resources, to offer training to increase an employee's skills, knowledge and abilities directly related to Community Arts Agency employment, to obtain or maintain required licenses and certifications, and to develop staff resources. Professional development and training opportunities may include, but are not limited to: on-the-job training, in-house workshops and seminars sponsored by other agencies or organizations.

SECTION VI - BENEFITS

6.1 EMPLOYEE BENEFITS

After successful completion of their initial trial period, all eligible employees at Community Arts Agency are provided a wide range of benefits. A number of the programs (such as Social Security, workers' compensation, state disability, and unemployment insurance) cover all employees in the manner prescribed by law.

- (a) Benefits eligibility is dependent upon a variety of factors, including employee classifications and requirements of the specific benefit program. The benefits and criteria for eligibility will be explained at the time the employee becomes eligible to join. Community Arts Agency reserves the right to make changes in the carriers and provisions of these programs when deemed necessary or advisable.

- (b) The following benefit programs currently are available to eligible employees, but are subject to change at any time:

Holidays (Paid)
Life Insurance
Health Insurance and benefits
Dental Insurance
Short-Term Disability Insurance
403(B) Tax Deferred Annuity Plan

Some benefit programs require contributions from the employee. All current employee insurance benefits are listed on Schedule A which may be periodically updated or changed.

6.2 WORKER'S COMPENSATION BENEFITS

- (a) All employees are covered by Worker's compensation. This type of insurance covers employees in case of on-the-job injuries or job-related illnesses. For qualifying cases, Worker's Compensation will pay the employee for work days lost for any disability resulting from job-related injuries or illnesses. All job-related accidents must be reported immediately to the supervisor.
- (b) When an employee is absent for one or more days due to an on-the-job accident, the employee is required to file a claim for Worker's Compensation. If the employee files a claim, Community Arts Agency will continue to pay (by use of the employee's unused sick and or annual leave) the employee's regular salary pending receipt of Worker's Compensation benefits.
- (c) Community Arts Agency may require an examination at its expense, performed by a physician of its choice, to determine when the employee can return to work and if the employee will be capable of performing the duties and responsibilities of the position.
- (d) While an employee is receiving Worker's Compensation benefits, Community Arts Agency may continue to pay the employee's health insurance premiums for one (1) month, after which the employee may choose to use their COBRA rights and self-pay insurance premiums, if any.

6.3 BENEFITS CONTINUATION (COBRA)

On April 7, 1986, a federal law was enacted (Public Law 99-272, Title X) requiring that most employers sponsoring, group health plans offer employees and their families the opportunity for a temporary extension of health coverage (called "continuation coverage") at group rates in certain instances where coverage under the plan would otherwise end. This notice is intended to inform you, in a summary fashion, of your rights and obligations under the continuation coverage provisions of the new law.

- (a) If you are an employee of Community Arts Agency covered by Community Arts Agency's Group Health Plan you have a right to choose this continuation coverage if you lose your group health coverage because of reduction in your hours of employment or the termination of your employment (for reasons other than gross misconduct on your part).
- (b) Upon mutual agreement between the employee and Community Arts Agency, and in accordance with the terms and conditions of the insurance policy, Community Arts Agency will continue health insurance coverage at the employee's expense during an approved unpaid leave of absence.

COBRA continuation rights may apply in the event coverage is not extended through Community Arts Agency's Group Health Plan.

- (c) An administrative handling fee over and above the cost of the insurance premium may be charged to the employee or their dependents that elect to exercise their COBRA continuation rights.
- (d) The spouse of an employee covered by Community Arts Agency's Group Health Plan has the right to choose continuation coverage for himself/herself if he/she loses group health coverage under Community Arts Agency's Group Health Plan for any of the following four reasons:
 - 1) The death of the employee spouse;
 - 2) A termination of employee spouse's employment (for reasons other than gross misconduct) or reduction in employee spouse's hours of employment;
 - 3) Divorce or legal separation from employee spouse; or
 - 4) Employee spouse becomes entitled to Medicare.
- (e) In the case of a dependent child of an employee covered by Community Arts Agency's Group Health Plan, he or she has the right to continuation coverage if group health coverage under Community Arts Agency's Group Health Plan is lost for any of the following five reasons:
 - 1) The death of a parent;
 - 2) A termination of a parent's employment (for reasons other than gross misconduct) or reduction in a parent's hours of employment with Community Arts Agency;
 - 3) Parent's divorce or legal separation;
 - 4) A parent becomes entitled to Medicare; or
 - 5) The dependent child ceases to be a "dependent child" under Community Arts Agency's Group Health Plan.
- (f) Under the law, the employee or a family member has the responsibility to inform the Administrator of Community Arts Agency's Group Health Plan of a divorce, legal separation, or a child losing dependent status under Community Arts Agency's Group Health Plan within 60 days of the later of the date of the event or the date on which coverage would end under the Plan because of the event. Community Arts Agency has the responsibility to notify the Plan Administrator of the employee's death, termination, and reduction in hours of employment or Medicare entitlement. Similar rights may apply to certain retirees, spouses, and dependent children if employer commences a bankruptcy proceeding, and these individuals lose coverage.

When the Plan Administrator is notified that one of these events has happened, the Plan Administrator will in turn notify employee within 14 days that he/she has the right to choose continuation coverage. Under the law, employees have 60 days from the date they would lose coverage because of one of the events described above to inform the Plan Administrator that employee wants continuation coverage.

- (g) If employee does not choose continuation coverage, his/her group health insurance coverage will end.

- (h) If employee chooses continuation coverage, Community Arts Agency is required to give employee coverage, which, as of the time coverage is being provided, is identical to the coverage provided under the plan to similarly situated employees or family members. The law requires that employee be afforded the opportunity to maintain continuation coverage for three years unless employee lost group health coverage because of a termination of employment or reduction in hours. In that case the required continuation coverage period is 18 months. This 18 months may be extended to 36 months from termination of employment if other events (such as a death, divorce, legal separation, or Medicare entitlement) occur during that 18-month period.

The 18 months may be extended to 29 months if an individual is determined to be disabled (for Social Security disability purposes) and the Plan Administrator is notified of that determination within 60 days. The affected individual must also notify the Plan Administrator within 30 days of any final determination that the individual is no longer disabled. In no event will continuation coverage last beyond 3 years from the date of the event that originally made a qualified beneficiary eligible to elect coverage.

- (i) However, employee's continuation coverage may be cut short for any of the following reasons:
- 1) Community Arts Agency no longer provides group health coverage to any of its employees;
 - 2) The premium for employee's continuation coverage is not paid on time;
 - 3) Employee becomes covered under another group health plan that does not contain any exclusion or limitation with respect to any preexisting condition you may have;
 - 4) Employee becomes entitled to Medicare;
 - 5) Employee extended coverage for up to 29 months due to his/her disability and there has been a final determination that employee is no longer disabled.
- (j) Employee does not have to show that he/she is insurable to choose continuation coverage. Continuation coverage under COBRA, however, is provided subject to your eligibility for coverage; the Administrator of Community Arts Agency's Group Health Plan reserves the right to terminate employee's COBRA coverage retroactively if he/she is determined to be ineligible.
- (k) Under the law, employee may have to pay all or part of the premium for his/her continuation coverage. There is a grace period of at least 30 days for payment of the regularly scheduled premium. At the end of the 18-month or 3-year continuation coverage period, employee must be allowed to enroll in an individual conversion health plan provided under Community Arts Agency's Group Health Plan.

If employee has any questions about COBRA, he/she should contact the Administrator of Community Arts Agency's Group Health Plan. Also, if employee has changed your marital status, or employee or his/her spouse has changed addresses, he/she should notify the Administrator of Community Arts Agency's Group Health Plan as soon as possible.

6.4 UNEMPLOYMENT COMPENSATION

Community Arts Agency employees may qualify for State Unemployment Compensation after termination of employment depending on the reason for termination and if certain qualifications are met.

6.5 LEAVES OF ABSENCE AND TIME OFF

Community Arts Agency has seven (7) different types of leave:

- (a) Vacation leave.
- (b) Sick leave.
- (c) Leave without pay.
- (d) Jury and Witness leave.
- (e) Military leave.
- (f) Administrative leave.
- (g) Bereavement leave.
- (h) Family Medical Leave.

Additional unpaid leave may be granted at the discretion of the Executive Director, in accordance with the personnel policies of Community Arts Agency

6.6 VACATION

Upon hire all regular full-time employees will accrue 1.54 hours of vacation time per pay period, which is equivalent to 40 hours (1 week after 1 year of service).

- (a) Each regular full-time employee except those designated as Executive Staff shall be entitled to vacation leave as follows:

<u>YEARS OF EMPLOYMENT</u>	<u>VACATION HOURS EARNED</u>
1 Year	40 hrs. Annually
2 Years	80 hrs. Annually
6 Years	120 hrs. Annually
Over 16 Years	160 hrs. Annually

- (b) Employees designated as Executive Staff shall be entitled to 120 hours annually in years 1-16 and 160 hours annually thereafter.
- (c) All new employees must satisfactorily complete their trial period to be entitled to the accrual and use of vacation leave.
- (d) Each department is responsible for scheduling its employees' vacations without undue disruption of department operations. Leave requests shall be submitted to supervisor, signed, approved and turned in to the Executive Director at least two weeks prior to taking vacation leave.
- (e) Temporary part-time employees are not eligible for vacation with pay. If, however, after completion of a temporary full-time assignment, a person is immediately assigned to a regular full-time job, vacation credit shall be granted retroactive to the original date of hire for that full-time temporary assignment.
- (f) Regular part-time employees are eligible for vacation with pay on a pro-rata basis, 0.02 hours vacation per hour worked.
- (g) An employee on continuous sick leave for one month or longer or on any nonpaid leave of absence of one month or longer will not accrue vacation days for the duration of that leave.

- (h) The maximum number of vacation hours which may be carried over from December 31 of one year to January 1 of the next year is 40 hours. Employees will be compensated for accumulated vacation time in excess of 40 hours, at the last regular payday of the year. In cases where Community Arts Agency operations have made it impractical for an employee to use vacation time, the supervisor with the approval of the Executive Director may authorize accrual beyond 40 hours. Employees will be paid for unused vacation time upon termination of employment.

6.7 SICK LEAVE

- (a) Sick leave is designed to be used only for the employee's personal illness or that of immediate family members. Immediate family is defined as an employee's spouse, child, parent, brother, sister, mother or father-in-law, or grandparent of employee or spouse. Also, any person who resides in the employee's household and is recognized by law as a dependent of the employee.
- (b) All full-time regular employees accrue sick leave benefits at the rate of eight (8) hours for each calendar month of continuous employment. Any sick leave accumulated from January 1, to December 31, that is unused, will be forfeited unless carried over by approval of the Executive Director.
- (c) Employees accrue and may use sick leave during their trial periods. Employees do not accrue sick leave benefits during a leave without pay.
- (d) Sick leave covers those situations in which an employee is absent from work due to any of the following:
 - (1) Physical injury or illness to the employee;
 - (2) Medical or dental appointments for the employee or dependent child, provided that the employee must make a reasonable effort to schedule such appointments at times which have the least interference with the work day;
 - (3) Exposure to a contagious disease where on-the-job presence of the employee would jeopardize the health of others;
 - (4) Use of a prescription drug that impairs job performance or safety;
 - (5) Actual periods of temporary disability associated with pregnancy or childbirth. Employees may request additional time off beyond the actual period of disability; vacation leave, compensatory time, or leave without pay may be used.
- (e) A doctor's certificate may be required when an employee is absent for a period in excess of three (3) days. Community Arts Agency may also request the opinion of a second doctor at the organization's expense to determine whether the employee suffers from a chronic physical or mental condition which impairs their ability to perform the job. Employees who are habitually absent due to illness or disability may be terminated if their disability cannot be reasonably accommodated and/or when the employee's absenteeism prevents the orderly and efficient provision of services by the organization.
- (f) Employees who use all their accumulated sick leave and require more time off work due to illness or injury may, with the Executive Director's prior approval, take leave without pay.

6.8 LEAVE WITHOUT PAY

- (a) The Community Arts Agency Executive Director or designee may grant leaves of absence without pay for absence from work not covered by any other type of leave or if other leave balances are exhausted. Examples of situations for which leave without pay may be granted include time off work for personal reasons, such as prolonged illness, parenting, caring for an ill relative, pursuing an education, or fulfilling a military obligation in excess of fifteen (15) days per year.
- (b) Only regular full-time and part-time employees who have satisfactorily completed their trial period are eligible for leave without pay. The following requirements shall apply:
 - (1) Leave may be granted to an employee for a period of up to ninety (90) days upon the approval of the Community Arts Agency Executive Director. Further extensions are at the discretion of the Executive Director.
 - (2) Accrued compensatory time, if any, and vacation leave must be exhausted prior to taking any leave without pay.
 - (3) An employee's benefits are suspended during the period of unpaid leave until the employee returns to work. Vacation, sick leave and/or any other benefits do not accrue while an employee is on leave without pay.
 - (4) In certain circumstances, self-payment of benefits may apply. See Section 6.1 on insurance benefits.
 - (5) An employee who fails to report promptly at the end of the unpaid leave is presumed to have resigned. An employee returning from a temporary disability may, at the Community Arts Agency's option, return to the same position or similar position at a comparable rate of pay.
 - (6) If the leave without pay is due to an illness, Community Arts Agency may require a doctor's certificate stating that the employee is capable of returning to work and performing the work, duties and responsibilities of the employee's position.

6.9 JURY AND WITNESS LEAVE

- (a) Employees may be granted time off with pay for up to ten (10) days to serve on a jury or as a court witness except where the employee is a plaintiff, defendant, or other party to the court proceeding. If an employee is summoned during a critical work period, Community Arts Agency may ask the employee to request a waiver from duty. If jury duty exceeds 10 days employee must bring written a notice from court to be approved by the Executive Director.
- (b) An employee granted such leave shall reimburse Community Arts Agency for any pay received while serving as a juror or witness.

6.10 ADMINISTRATIVE LEAVE

On a case-by-case basis, Community Arts Agency may place an employee on administrative leave with pay for an indefinite period of time, as determined by the Executive Director to be in the best interests of the Community Arts Agency during the pendency of an investigation or other administrative proceeding.

6.11 MILITARY LEAVE

Employees who are members of the National Guard or federal reserve military units may be absent from their Community Arts Agency duties, with pay, for a period of up to fifteen (15) days per calendar year when they are performing ordered military training duty and while going to and from that duty. Employee shall provide a copy of their orders for Community Arts Agency's personnel files.

6.12 HOLIDAYS

(a) Community Arts Agency recognizes the following holidays:

New Year's Day	January 1
MLK, Jr. Birthday	3rd Monday in January
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Eve & Christmas Day	December 24 and 25
Personal/Floating Holiday	Employee Option

(b) Any holiday falling on Saturday will be celebrated on the preceding Friday. Any holiday falling on Sunday will be celebrated on the following Monday.

(c) Nonexempt regular full-time or part-time employees will be paid for the holiday plus one and one-half times their regular rate of pay for any time worked on the holiday. The supervisor must preauthorize such time.

6.13 RELIGIOUS HOLIDAYS

If an employee's religious beliefs require observance of a holiday not included in the basic holiday schedule, the employee may, with the Executive Director or supervisor's approval, take the day off using vacation, compensatory time, or leave without pay.

6.14 BEREAVEMENT LEAVE

Regular full time employees shall be entitled to a maximum of five (5) days leave with full pay in the event of the death of an immediate family member. For the purposes of this policy, immediate family is defined in Section 1.6(b).

6.15 FEDERAL FAMILY AND MEDICAL LEAVE ACT

Consistent with Federal law, Community Arts Agency provides family and medical leaves of absence without pay to eligible employees for three reasons: because of the birth, placement for adoption or foster care of a child; because of the serious health condition of a spouse, child, or parent; or because of the employee's own serious health condition. Eligible employees are those employees who have been employed by Community Arts Agency for at least 12 months, and have provided at least 1,250 hours of service during- the 12 months before leave is requested.

As soon as eligible employees become aware of the need for a family or medical leave of absence, they should request a leave from their supervisor.

- (a) Employees requesting family or medical leave related to a serious health condition of the employee or the employee's child, spouse, or parent may be required to provide a doctor's certification of the serious health condition. Certification is to include the date on which the serious health condition in question began; the probable direction of the condition; appropriate medical facts regarding the condition; a statement that the employee is needed to care for a spouse, parent, or child (alone, with an estimate of the time required), or that the employee is unable to perform his or her functions; and, in the case of intermittent leave, the dates and durations of treatments to be given. Community Arts Agency may also require that a second opinion be obtained, at its own expense.
- (b) Eligible employees may request up to 12 weeks of family leave within any 12-month period. Eligible employees will be required to first use up any accrued vacation, personal or sick leave for any part of the 12-week period. Community Arts Agency will then provide only enough unpaid leave to total 12 weeks.
- (c) Requests for family or medical leave should be made in advance of foreseeable events and as soon as possible for unforeseeable events. Leave for the birth or adoption of a child must be taken within 12 months of the birth or placement of a child, and eligible employees should request leave 30 days in advance of the leave, or as early as practicable. Leave for a foreseeable serious medical condition based on planned medical treatment should also be requested 30 days in advance, or as early as is practicable. Employees are requested to make a reasonable effort to schedule the treatment so as not to unduly disrupt operations of Community Arts Agency.
- (d) Leave for serious health conditions -- either of a family member or the employee -- may be taken intermittently or on a reduced schedule if medically necessary. If an employee's request for intermittent leave is foreseeable based on planned medical treatment, however, Community Arts Agency may require the employee to transfer temporarily to an alternative position, with equivalent pay and benefits, that better accommodates recurring periods of leave than the employee's regular position.
- (e) Health benefits continue through an employee's leave. Community Arts Agency may recover health coverage premiums paid for an employee who fails to return from leave, except, if the employee provides certification establishing that the reason is the continuation, recurrence, or onset of a serious health condition, or something else beyond the employee's control.
- (f) Community Arts Agency may not interfere with or restrain an employee's right to exercise the provisions of the Act. Also, Community Arts Agency may not discharge or otherwise discriminate against any employee who opposes a practice made unlawful by the Act.
- (g) Benefit accruals, such as vacation, sick leave, or holiday benefits, will be suspended during leave and will resume upon return to active employment.
- (h) In order for an employee's return to work to be properly scheduled, an employee on family leave is requested to provide Community Arts Agency with at least two weeks advance notice of the date the employee intends to return to work. When a family or medical leave ends, every reasonable effort will be made to return the employee to the same position, if it is available, or to a similar position for which the employee is qualified. Restoration may be denied to those eligible employees who are the highest paid 10% of the employee's work site. Restoration may be denied if returning one of these employees to work would cause "substantial and grievous

economic injury" to company business. Community Arts Agency will notify the employee at the time when the determination is made. If the leave has begun, the employee will be given the option of deciding, whether or not to return to work after receiving, the notice. An employee who is not to be restored is still considered to be on leave for the duration of his or her leave period. Except when legally required, Community Arts Agency cannot guarantee reinstatement.

- (i) If an employee fails to report to work promptly at the end of the approved leave period, Community Arts Agency will assume that the employee has resigned.
- (j) Requests for any extended absence, compensated or otherwise will be reviewed on an individual basis by the employee's immediate supervisor and the Executive Director.

SECTION VII - EMPLOYEE RESPONSIBILITIES & CONDUCT

7.1 GENERAL POLICY

- (a) The safety and welfare of the staff, audience and customers of the organization shall at all times be held as a central mission of Community Arts Agency. All Community Arts Agency employees are expected to represent the organization to the public in a professional manner that is courteous, efficient and helpful. Employees must maintain a clean and neat appearance appropriate to their work assignment, as determined by their position and immediate supervisor.
- (b) Since the proper working relationship between employees and Community Arts Agency depends on each employee's on-going job performance, professional conduct and behavior, Community Arts Agency has established certain appropriate standards of personal conduct. Among the organization's expectations are: Basic tact and courtesy towards the public and fellow employees; suitable business attire; adherence to Community Arts Agency policies, procedures, safety rules and safe work practices; compliance with directions from supervisors; preserving and protecting Community Arts Agency equipment, grounds, facilities and resources; and providing orderly and cost efficient services to the organization's audience and customers.
- (c) The Community Arts Agency does not prohibit staff or employees of Community Arts Agency from producing their own programs. However, staff or employees must work on their own programs on their own time and not while performing staff duties. Staff or employees must follow the same procedures as all other producers or presenters.

7.2 OUTSIDE EMPLOYMENT AND CONFLICTS OF INTEREST

- (a) Employees shall not, directly or indirectly, engage in any outside employment or financial interest, which may conflict, in Community Arts Agency's opinion, with the best interests of the organization or interfere with the employee's ability to perform the assigned job. Examples include, but are not limited to, outside employment which:
 - (1) prevents the employee from being available for work beyond normal working hours, such as emergencies or peak work periods, when such availability is a regular part of the employee's job;
 - (2) is conducted during the employee's work hours;

- (3) utilizes Community Arts Agency telephones, computers, supplies, or any other resources, facilities or equipment;
 - (4) is employment with a firm which has contracts with or does business with Community Arts Agency; or
 - (5) may reasonably be perceived by members of the public as a conflict of interest or otherwise discredits or adversely affects Community Arts Agency.
- (b) An employee, who chooses to have an additional job, contractual commitment or self-employment, may do so provided the employee obtains prior approval from the Executive Director.

7.3 POLITICAL ACTIVITIES

- (a) Community Arts Agency employees may participate in political or partisan activities of their choosing provided that Community Arts Agency resources and property are not utilized, and the activity does not adversely affect the responsibilities of the employees in their positions. Employees may not campaign on Community Arts Agency time or while representing Community Arts Agency in any way. Employees may not allow others to use Community Arts Agency facilities or funds for political activities.
- (b) Any Community Arts Agency employee who meets with or may be observed by the public or otherwise represents Community Arts Agency to the public, while performing their regular duties may not wear or display any button, badge or sticker relevant to any candidate or ballot issue during working hours. Employees shall not solicit on Community Arts Agency property or time a contribution for a partisan political cause.
- (c) Except as noted in this policy, Community Arts Agency employees are otherwise free to exercise fully their political and constitutional First Amendment Rights.

7.4 NO SMOKING POLICY

For health and safety considerations, Community Arts Agency prohibits smoking by employees in all Community Arts Agency facilities, including Community Arts Agency owned or leased buildings, vehicles, and employee offices.

7.5 USE OF COMMUNITY ARTS AGENCY EQUIPMENT

- (a) All electronic and telephonic communication systems (including, but not limited to, e.g., phone mail, voice mail and e-mail) and all communications and stored information transmitted, received, or contained in Community Arts Agency's information database are the property of Community Arts Agency and as such, are to be used solely for job-related purposes. All such communications systems may be monitored to insure that business-related communications are handled professionally and that accurate information is conveyed. If personal calls are detected, they will be noted (not fully monitored) but may be the subject of disciplinary action. No e-mail or voicemail message of a derogatory, harassing, or discriminatory nature will be tolerated.
- (b) Use of Community Arts Agency phones for local personal phone calls should be kept to a minimum; long distance phone calls for personal use are prohibited. Other Community Arts Agency equipment, including vehicles, should be used by employees for Community Arts

Agency business only, unless the employee is producing or presenting their own program according to standard procedures.

- (c) No employee of Community Arts Agency should have any expectation of privacy in the use of Company telephones, e-mails, voicemails, phone mails, computers, disks, and facsimile transmissions. Further, employees should not use a code, exchange passwords, access a file, or retrieve any stored communication, other than where authorized, unless there has been prior clearance by an authorized supervisor or the Executive Director. No employee shall deliberately visit, view, or download any material from any internet site containing sexual or illegal material or material that is offensive in any way whatsoever. Employees' misuse of Community Arts Agency services, telephones, vehicles, equipment or supplies can result in disciplinary action including termination.

7.6 E-MAIL POLICY

It is the policy of Community Arts Agency to ensure that e-mail is used primarily for conducting Community Arts Agency business, and is not used in any illegal, offensive, or unethical manner. Community Arts Agency reserves the right to designate those persons to whom it will provide internet access and e-mail addresses. Access may be revoked at any time to persons who misuse the system or violate any of the rules contained herein. Individuals not requiring constant internet access may have their access restricted to certain times of day. Community Arts Agency reserves the right to withdraw internet access and e-mail from any employee or other user. Any e-mail or internet account associated with Community Arts Agency assigned by Community Arts Agency to individuals is the property of Community Arts Agency. Any information originating from or stored in those accounts is also the property of Community Arts Agency. Community Arts Agency's policy with regard to access to and disclosure of electronic mail messages sent from or received by Community Arts Agency employees with the use of the Community Arts Agency's electronic mail system is as follows:

- (a) E-mail messages should not be generated on the system if the same messages would not be generated were it in paper form. Users should assume that e-mails are accessible forever.
 - (1) Use of Community Arts Agency electronic mail system:
 - a. Incidental and occasional personal use of electronic mail is permitted within Community Arts Agency, but such messages will be treated no differently from other messages. Discretion and decorum are required at all times to avoid unintentionally giving offense to others.
 - b. Excessive personal use, whether on company or personal time, and transmission of information, which may be harassing or defamatory, is strictly prohibited. Any excessive or inappropriate use may subject the person involved to disciplinary action.
 - c. Community Arts Agency reserves the right to access and disclose the contents of electronic mail messages. This includes both internal disclosure for Community Arts Agency business purposes and external disclosure.
 - d. Community Arts Agency disclaims responsibility for the content of e-mails sent out on the e-mail system. While Community Arts Agency reserves the right to discipline for inappropriate use of the e-mail system, Community Arts Agency does not intend to screen messages in advance and cannot be responsible for their content.

- e. Employees should always use care in addressing messages to make sure you do not inadvertently send a message meant only for Community Arts Agency employees to outsiders.
 - f. Any failure to comply with the rules set out by these guidelines or any action that may expose Community Arts Agency to risks of unauthorized access to data, disclosure of information, legal liability, or potential system failure is prohibited and may result in disciplinary action up to and including termination of employment and/or criminal prosecution.
- (2) Electronic mail and Community Arts Agency's computer systems and software may not be used for "snooping":
- a. It is a violation of Community Arts Agency policy for any employee, including system administrators and supervisors, to use the electronic mail and other Community Arts Agency computer systems for purposes of satisfying idle curiosity about Community Arts Agency or other people by obtaining access to the computer files or communications of others when there is no substantial business purpose for doing so.
 - b. Employees found to have engaged in such "snooping" will be disciplined appropriately, up to and including termination.
 - c. The law of copyright applies to publications in digital and electronic form in the same way as it does to books and other forms of publication (including computer software). Employees are not permitted to download software onto their computers without the prior written permission of the Executive Director. Employees should also ensure that any other publications accessed on the internet are not subject to copyright before they are used by employee. If employees have any doubt as to whether a publication is subject to copyright they should first obtain authorization from the Executive Director.
- (3) Miscellaneous special uses. Community Arts Agency's electronic mail system must not be used for the following purposes:
- a. Sending chain letters; sending copies of documents in violation of copyright laws; any use by retired or terminated employees; for "moonlighting" or job searches; for sending unauthorized messages under another person's ID or password, such that the true identity of the sender is concealed; to promote illegal products or for the promotion of products in a manner which violates laws (such as illegal pyramid schemes.)
 - b. Accessing the internet for purposes other than those for which employee is employed. The exception to this rule is that employees may access the internet for personal purposes during their lunch break.
 - c. Community Arts Agency strictly prohibits internet and e-mail usage for conducting non-Community Arts Agency commercial business.
- (4) Exchange of Electronic Mail and Files with Customers:

- a. Information exchanged via third party systems (AOL, MCI Mail) is generally as secure as traditional communications methods.
- b. Information sent via the Internet is not secure. Therefore, confidential information should not be exchanged over the Internet unless the messages and any attached files are encrypted. This requires special encryption software for both sender and receiver. For assistance in determining whether a specific communication mechanism provides appropriate security for confidential information, contact the Network Administrator.

7.7 BULLETIN BOARDS

Information of special interest to all employees is posted regularly on bulletin boards. Employees may not post any information on these bulletin boards without the authorization of the Executive Director. Employees should submit material to be posted on bulletin boards to their supervisor.

7.8 CONTACT WITH NEWS MEDIA

The Executive Director or designated Board member shall be responsible for all official contacts with the news media during working hours, including answering of questions from the media. The Executive Director or designated Board member may designate specific employees to give out procedural, factual or historical information on particular subjects. Employees should promptly report any media or press contact to the Executive Director.

7.9 SEAT BELT POLICY

Anyone operating or riding in vehicles owned, or leased for the purpose of conducting Community Arts Agency business must wear seat belts at all times.

7.10 DRIVER'S LICENSE REQUIREMENTS

- (a) As part of the requirement for certain specific positions, an employee may be required to hold a valid Georgia Driver's license.
- (b) If an employee's license is revoked, suspended or lost, or is in any other way not current, valid and in the employee's possession, the employee shall promptly notify the immediate supervisor who shall immediately suspend the employee from driving duties. The employee may not resume driving until proof of a valid, current license is provided to the supervisor.
- (c) Depending on the duration of license suspension, revocation or other inability to drive, an employee may be subject to disciplinary action, including termination.

7.11 SAFETY

- (a) Every employee is responsible for maintaining a safe work environment and following Community Arts Agency safety rules. Negligence in adherence to on-the-job safety standards will be considered grounds for discipline and/or termination. Each employee shall promptly report all unsafe or potentially hazardous conditions to the supervisor. Community Arts Agency will make every effort to remedy problems as quickly as possible.
- (b) In case of an accident involving a personal injury or property damage, regardless of how serious, employees shall immediately notify their supervisor and the Executive Director.

7.12 SUBSTANCE ABUSE

Community Arts Agency may discipline or terminate an employee being under the influence of, possessing, consuming, controlling, selling or using alcohol, illegal drugs or other controlled substances during work hours. Community Arts Agency may also discipline or terminate an employee who exhibits an on-going dependence on alcohol, drugs or other controlled substances which, in the organization's opinion, impairs the employee's work performance, poses a threat to the public confidence, or is a safety risk to Community Arts Agency or others. Community Arts Agency is committed to supporting employees who undergo treatment and rehabilitation for alcohol or other chemical dependency.

- (a) Employees, who voluntarily report an alcohol, drug or controlled substance dependency problem will not be subject to retaliation or discrimination. Employees who voluntarily seek treatment may use sick leave to attend a bona fide treatment or counseling program. Community Arts Agency may condition continued employment on the employee's successful completion of treatment or counseling programs and future avoidance of alcohol, drugs or other controlled substances.
- (b) An employee may be required to submit to alcohol, drug or controlled substance testing when the employee's work performance causes a reasonable suspicion that the employee is impaired due to current intoxication, drug or controlled substance use or in cases where employment has been conditioned upon remaining alcohol, drug or controlled substance free following treatment. Refusal to submit to testing, when requested, may result in immediate disciplinary action, including termination.
- (c) Employees using any prescription or over the counter drugs, which might impair their work performance, should notify their immediate supervisor in writing. At the option of the Executive Director, an employee may be reassigned to less hazardous duty or be placed on sick leave if impaired work performance might pose a threat to the public or to the safety of the employee or others.

7.13 DRUG-FREE WORKPLACE

- (a) The manufacturing, distribution, dispensation, possession and use of unlawful drugs or alcohol on Community Arts Agency premises or during work hours by Community Arts Agency employees are strictly prohibited.
- (b) Employees must notify Community Arts Agency within five (5) days of any arrest for a drug or alcohol violation.
- (c) Violation of this policy can result in disciplinary action, including termination. Continued poor performance or failure to complete successfully an assigned rehabilitation program is grounds for termination.
- (d) Employees who are required to maintain a Commercial Driver's License (CDL) are subject to random drug testing as required by the Federal government.

7.14 SECURITY INSPECTION

Community Arts Agency wishes to maintain a work environment that is free of illegal drugs, alcohol, firearms, explosives, or other improper materials. To this end, Community Arts Agency prohibits the possession, transfer, sale, or use of such materials on its premises. Community Arts Agency requires the cooperation of all employees in administering this policy.

Desks and other storage devices are provided for the convenience, of employees but remain the sole property of Community Arts Agency. Accordingly, any agent or representative of Community Arts Agency can inspect them, as well as any articles found within them, at any time, either with or without prior notice.

Community Arts Agency likewise wishes to discourage theft or unauthorized possession of the property of Community Arts Agency employees, visitors and customers. To facilitate enforcement of this policy, Community Arts Agency or its representative may inspect not only desks but also persons entering, and/or leaving, the premises and any packages or other belongings. An employee who wishes to avoid inspection of any articles or materials should not bring, such items onto Community Arts Agency's premises.

7.15 COMPLAINT PROCEDURES

Community Arts Agency recognizes that sometimes situations arise in which an employee feels that they have not been treated fairly or in accordance with Community Arts Agency rules and procedures. For this reason Community Arts Agency provides its employees with procedures for resolving complaints.

- (a) Step 1: An employee should first try to resolve any problem or complaint with their immediate supervisor.
- (b) Step 2: When normal communication between an employee and the supervisor is not successful, or when an employee disagrees with the application of Community Arts Agency policies and procedures, the employee should attempt to resolve the problem with the Executive Director. The Executive Director should respond to the employee in writing within five (5) days after meeting with the employee.
- (c) Step 3: If the employee is not satisfied with the response from the Executive Director, the employee may submit the problem, in writing, to the Board. The written complaint must contain, at a minimum:
 - (1) A description of the problem;
 - (2) A specific policy or procedure which the employee believes has been violated or misapplied;
 - (3) The date of the circumstances leading to the complaint or the date when the employee first became aware of those circumstances;
 - (4) The remedy sought by the employee to resolve the complaint;
 - (5) The written complaint should be filed within ten (10) working days of the occurrence leading to the complaint, or ten (10) working days after the employee becomes aware of the circumstances.

- (d) The Board or their designee may meet with the parties, either individually or together, or may elect to rule on the issue based on documentation submitted by the parties. The Chair of the Board will respond in writing to the aggrieved employee within ten (10) days of the determination of a finding.
- (e) If the employee is not satisfied by the decision of the Board Chair, the employee may appeal in writing to the Executive Committee of the Board within five (5) days of receipt of the Human Resources Committee determination. The Executive Committee may elect to meet with the parties or may choose to conduct their review based on the available documentation. The decision of the Executive Committee of the Community Arts Agency Board shall be final and binding.

SECTION VIII - DISCIPLINE & TERMINATIONS

8.1 DISCIPLINE

- (a) All employees are expected to exercise good judgment, loyalty, common sense, dedication, and courtesy in the performance of their duties. The primary mission of every employee is to provide courteous, orderly, efficient, and economic delivery of services to the public in general and Community Arts Agency customers in particular.
- (b) The Executive Director or supervisors, as appropriate, have full discretion and authority to impose disciplinary action in accordance with Community Arts Agency policy and the circumstances of the particular case.
- (c) The following are examples of the types of behavior which may result in discipline or termination:
 - (1) Drinking alcohol or the abuse of non-prescription or prescription drugs or other controlled substances on the job, or arriving on the job under the influence of or while in possession of alcohol, drugs, or other controlled substances.
 - (2) Violation of a lawful duty.
 - (3) Insubordination.
 - (4) Absence from work without first notifying and securing permission from the supervisor.
 - (5) Habitual absence or tardiness for any reason.
 - (6) Unsatisfactory job performance, as determined by the Executive Director or Executive Committee of the Board of Community Arts Agency.
 - (7) Conviction of a felony or a misdemeanor involving moral turpitude.

- (8) Unauthorized acceptance of fees, gratuities or other valuable items in the performance of the employee's official duties for Community Arts Agency.
 - (9) Inability, refusal or failure to perform the duties of the assigned job.
 - (10) Violation of duties or rules imposed by this Handbook or by any other Community Arts Agency rule, regulation or administrative order.
- (d) This list is not all-inclusive, but only serves as a general guide. Community Arts Agency may discipline or terminate employees for other reasons not stated above.
- (e) In the event that discipline is necessary, the following types of disciplinary actions may be used, depending on the particular situation:
- (1) **Oral Warning.** An oral warning is a counseling session between the employee's supervisor and the employee on the subject of the employee's conduct and performance, or their failure to observe a rule, regulation, or administrative instruction. It is intended to increase an employee's efficiency and values to Community Arts Agency by changing the employee's conduct attitude, habits, or work methods. Following the counseling session the supervisor shall document the oral warning.
 - (2) **Reprimand.** A reprimand is a formal written disciplinary action for misconduct, inadequate performance, or repeated lesser infractions. Written reprimands are placed in the employee's personnel file.
 - (3) **Suspension.** A suspension is a temporary, unpaid absence from duty, which may be imposed as a penalty for significant misconduct or repeated lesser infractions. A suspension is a severe disciplinary action, which is made part of the employee's permanent record.
 - (4) Where the employee is placed on administrative leave, Suspensions with pay may be utilized by the Executive Director pending the results of an investigation or disciplinary action where the Executive Committee of the Board of Directors determines that factors such as public confidence, the safety of the employee or the efficient functioning of the organization call for such a suspension.

8.2 TERMINATION

- (a) Only employees who have completed the initial employment probationary work period shall be eligible to invoke the Complaint Appeal process outlined in this Handbook following termination.
- (b) An employee may be terminated from Community Arts Agency employment for any of the reasons listed below:
 - (1) During or at the end of the employee's trial period.
 - (2) As a result of disciplinary action.
 - (3) Due to loss of skills, certifications or other conditions which would make the employee unfit for service.

- (4) When the Executive Committee of the Community Arts Agency Board has made a determination that lack of work or funding exists with respect to the employee's position.
- (5) If the employee has a physical or mental impairment that prevents the employee from performing the required duties of the employee's position and the employee cannot be reasonably accommodated. Termination must be supported by medical evidence, which establishes that the individual is unable to perform bona fide job requirements. Community Arts Agency may require an examination at its expense performed by a physician of its choice. Failure to submit to such request may result in termination.
- (6) Whenever the Executive Committee of the Community Arts Agency Board determines to make changes deemed to be in the best interest of the organization.

8.3 LAYOFF/REDUCTION OF FORCES

- (a) The Executive Director may lay off employees for lack of work, budgetary restrictions or other changes that may impact the operational practices of the organization.
- (b) Part time employees or employees who have not completed their trial period will be considered for separation before regular employees, if feasible.
- (c) In determining who is to be laid off, consideration will be given to individual performance and the qualifications required for remaining jobs. Seniority of full-time employees will be considered when performance and qualifications are equal.
- (d) Employees who are laid off may be eligible to be re-employed, if a vacancy occurs in a position for which they are qualified.

8.4 RESIGNATION

An employee should provide a minimum of two (2) weeks written notice of resignation. The Executive Director may waive this time limit.

8.5 DEATH

Upon the death of an employee, all compensation due shall be paid to the surviving spouse or the estate of the employee.