

CASA KANE COUNTY

100 South Third Street

Geneva, Illinois 60134

## **EMPLOYEE POLICY HANDBOOK**

March 2019

This version supersedes all prior versions

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P•A•S Associates
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# CASA KANE COUNTY EMPLOYEE CLASSIFICATION SHEET

EMPLOYEE NAME _				
	HIRE DATE			
JOB TITLE				
CLASSIFICATION:	☐ Exempt	☐ Non-Exempt		
STATUS:	☐ Introductory	☐ Regular	☐ Temporary	
CATEGORY:	☐ Full-Time	☐ Part-Time		
,	tated on Page 6.1 of	Employee Policy Har	ndbook.) BENEFITS	
(In line with policy s	tated on Page 6.1 of	Employee Policy Har	ndbook.)	
		BENEFITS Employee Policy Har	ndbook.)	
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#### WELCOME TO CASA KANE COUNTY!

Welcome to the CASA Kane County organization. I wish you every success here. We believe that each employee contributes directly to the growth and success of our child advocacy organization, and we hope you will take pride in being a member of our team. This employee handbook describes some of CASA Kane County's expectations and outlines the policies, programs, and benefits available to eligible employees. Employees should familiarize themselves with the contents of the employee handbook as soon as possible, as it will answer many questions about employment with CASA Kane County. If you have any questions about these policies or policies not described in this handbook, please see me. We hope your experience here will be challenging, enjoyable and rewarding.

Employees should know about the organization they work for and what part they play in its operation. Familiarizing employees with the organization of CASA Kane County is the first step in establishing a strong employee/employer partnership. To that end, this Employee Handbook is designed to be the link between CASA's policies and objectives and the duties of its employees.

No employee handbook can anticipate every circumstance or question about policy. CASA also reserves the right to revise, supplement and rescind any policies or portion of the Employee Handbook from time to time as it deems appropriate, at its sole and absolute discretion. This Employee Handbook and any amendments supersede all prior versions of the Employee Handbook or employee policies and practices. CASA reserves the right to interpret and administer the provisions of this handbook as needed. Except for the policy of at-will employment, which can only be changed in writing by the Executive Director with the approval of the Board of Directors, CASA has the maximum discrection permitted by law to modify, change or delete any policy or provision with or without notice.

This handbook is not a contract for employment but a medium for explaining general customs and practices. It is intended to be used as a guide to the fair and equitable practice of employee-management relationships and to focus clearly on the main objectives of teamwork in operating and managing a progressive organization.

Employment at CASA Kane County is at-will in nature and intent. Both the employee and CASA retain the right to terminate the employment relationship at any time with or without cause or notice.

Please understand that no supervisor or representative of CASA, other than the Executive Director, possesses the authority to enter into any individual agreements for employment for any specific period of time or to make any promises or commitments to individual employee's contrary to this Forward and Disclaimer. Further, any such promise or commitment by the Executive Director will not be enforceable unless it is in writing.

Please take time to carefully review this Employee Handbook and do not hesitate to direct any questions you may have to me. I will be happy to assist you in any way I can.

Again, welcome to CASA Kane County. We are proud to have you as part of our team!

Gloria Kelley

**Executive Director** 

#### INTRODUCTION TO HANDBOOK

Welcome to CASA Kane County ("CASA")! CASA believes that each individual is an important and essential part of the entire organization. We have developed this Employee Handbook to inform you of the policies, benefits, and regulations which are a part of maintaining our successful organization.

While we have attempted to include as much information as possible about CASA's employee policies, it is not possible for policies to cover every circumstance or to answer all questions. Nor is it possible to update this Handbook continuously to reflect every change as soon as it occurs. When concerns or questions come up, your supervisor, manager, and the Executive Director are available to help you. Please feel free to ask for our assistance.

CASA strives to improve its operations, the services that it provides to children, and positive relations with its volunteers and employees. All employees are encouraged to bring suggestions for improvements to the attention of their supervisor or the Executive Director. By working together, CASA hopes that it will share with its employees a sincere pride in the workplace and the services that we are all here to provide.

#### STATEMENT OF PHILOSOPHY

The CASA Kane County organization wishes to maintain a work environment that fosters personal and professional growth for all employees. CASA intends to treat each employee, volunteer, and child served fairly, equally, and with dignity. CASA's services are offered without regard to race, color, religion, national origin, sex, orientation, marital status, pregnancy, receipt of public assistance, disabilities, exercise of legal right against CASA or any other characteristic protected by law.

Every employee is responsible for assuring nondiscrimination in his or her own work. Every manager is responsible for assuring nondiscrimination in his or her own area. Each individual is an important and essential part of the entire organization. Maintaining such an environment is the responsibility of every staff person. Because of their role, supervisors have the additional responsibility to lead in a manner which fosters an environment of respect for each person.

It is the responsibility of all staff to foster cooperation and communication among each other; treat each other in a fair manner, with dignity and respect; promote harmony and teamwork in all relationships; strive for mutual understanding of standards for performance expectations, and communicate routinely to reinforce that understanding; encourage and consider opinions of other employees or volunteers, and invite their participation in decisions that affect their work and their careers; encourage growth and development of employees by helping them achieve their personal goals and beyond; seek to avoid workplace conflict, and if it occurs, respond fairly and quickly to provide the means to resolve it; administer all policies equitably and fairly, recognizing that jobs are different but each is important; that individual performance should be recognized and measured against predetermined standards; and that each employee has the right to fair treatment.

## **OPEN DOOR POLICY**

At some point, an employee may have a complaint, suggestion or question about his/her job or working conditions. Suggestions for improvement are always welcome. The Open Door Policy encourages responses from employees and assists in alleviating misunderstandings or uncomfortable situations in the work environment.

Because employees' complaints, questions, and suggestions are also of concern to CASA, this policy allows for any employee to speak to a management team member in addition to his/her immediate supervisor (e.g., Executive Director), as needed.

These individuals will treat discussions as confidentially as appropriate to address the issue, and those involved will attempt to help the employee seek a solution. This policy, which CASA believes is important to both the employee and CASA, cannot guarantee that every problem will be resolved to the employee's satisfaction. However, CASA values employee observations and employees should feel free to raise issues of concern without fear of retaliation.

#### STATEMENT OF AT-WILL EMPLOYMENT STATUS

Employment with CASA is on an at-will basis. This means that CASA does not promise or guarantee a minimum length of employment, and employment at CASA may be ended at any time by either the employee or CASA, for any reason with or without cause or notice so long as there is no violation of applicable federal, state or local law. At-will employees may be terminated with or without cause, with or without notice, at any time, by either CASA or the employee. CASA retains the right to demote, transfer, and change an employee's job duties, and compensation at any time, with or without notice, and with or without cause, in its sole discretion.

The at-will employment status of any employee may be modified or amended <u>only</u> by an express <u>written</u> agreement signed by the employee and the Board of Directors, and such written agreement must specifically reference the at-will provision of this handbook and expressly waive such provision.

No employee, officer, or representative of CASA other than the Board of Directors is authorized to modify or amend the at-will nature of the employment relationship of any employee.

This Employee Handbook does not alter the at-will relationship, and nothing in this Handbook should be interpreted as a guarantee of continued employment or benefits.

#### EQUAL EMPLOYMENT OPPORTUNITY COMMITMENT

CASA supports the concepts of Equal Employment Opportunity and pledges to conduct all personnel transactions without (1) discrimination because of race, color, religion, creed, sex, sexual orientation, age, marital status, pregnancy, military status, certain unfavorable discharges from military service, citizenship, ancestry, national origin, physical or mental disability, genetic information, or any other characteristic protected by law (the "Protected Characteristics"); or (2) retaliation for engaging in conduct consistent with the public policy of the State of Illinois. It is CASA's philosophy to comply with all state, federal, and local equal employment opportunity laws and public policies.

Employees are hired and promoted on the basis of their qualifications and ability to perform assigned work responsibilities in a skilled, efficient manner, and in a positive and cooperative manner with other employees of CASA. CASA does not use criteria or practices that have the effect of subjecting individuals to unlawful discrimination.

CASA prohibits discrimination against individuals providing services in the workplace pursuant to a contract, unpaid internship, volunteers, or another limited duration program to provide unpaid work experience. This commitment applies to all persons involved in the operations of CASA and prohibits unlawful discrimination by any employee of CASA, including supervisors and co-workers. All such discrimination is unlawful.

CASA seeks to comply with legal requirements to ensure equal employment opportunities for persons who are qualified individuals with a disability. In order to make known to CASA the person's disability, any applicant or employee who requires accommodation in order to perform the essential functions of the job should contact the Executive Director and request such an accommodation. The individual with the disability should specify what accommodation he or she needs to perform the job. CASA will then engage in a good faith interactive process with the employee or applicant to determine what, if any, effective accommodations can be made for the employee or applicant. CASA will conduct an investigation to identify the barriers that make it difficult for the applicant or employee to have an equal opportunity to perform his or her job. CASA will identify possible accommodations, if any, that will help eliminate the limitation. If the accommodation is reasonable and will not impose an undue hardship, CASA will make the accommodation. In addition, CASA will document the investigation.

An applicant, employee, independent contractor or unpaid intern who requires an accommodation of a religious belief or practice should also contact the Executive Director to discuss the need for an accommodation. If the accommodation request is reasonable and will not impose an undue hardship on CASA, CASA will make the accommodation.

If an employee believes they have been subjected to any form of unlawful discrimination, he/she is to inform their immediate supervisor as soon as possible. The complaint can be made either orally or in writing. If the complaint relates

to their immediate supervisor or the employee is uncomfortable speaking to their immediate supervisor, he/she shall provide the complaint to the Executive Director. An employee's complaint should be specific and should include the names of the individuals involved and the names of any witnesses. If a supervisor receives any complaint of action or conduct in violation of this Policy, or personally observes or overhears behaviors, actions, or comments in violation of this Policy, the supervisor must immediately report the information to the Executive Director. If a supervisor receives any complaint of action or conduct in violation of this Policy, or personally observes or overhears behaviors, actions, or comments in violation of this Policy, the supervisor must immediately report the information to the Executive Director. CASA will undertake a fair, timely, thorough and impartial investigation.

Based on the investigation, CASA will determine what, if any, remedial action should be taken, commensurate with the severity of the offense. Appropriate action will also be taken to deter any future discrimination. CASA does not permit retaliation against an employee, unpaid intern, independent contractor or volunteer for making a complaint or participating in any workplace investigation.

Executives, managers, supervisors, and employees who observe a violation of this policy or who receive a request for an accommodation should inform the Executive Director immediately.

Employment decisions shall, therefore, comply with all applicable State and Federal laws prohibiting discrimination in employment.

#### POLICY AGAINST UNLAWFUL HARASSMENT AND DISCRIMINATION

CASA is committed to providing a work environment that is free of unlawful discrimination and unlawful harassment. Together with the Equal Employment Opportunity Commitment policy described above, CASA maintains a strict policy prohibiting unlawful harassment in any form, including verbal, physical, and visual harassment. To encourage all personnel to cooperate in implementing this policy, the following specific elements of the policy shall be strictly adhered to:

- 1. CASA policy prohibits discrimination and harassment because of race, color, religion, sex, national origin, ancestry, sexual orientation, age (over 40), marital status, gender identity, disability, parental status source of income, military and veteran status, citizenship status, pregnancy, being protected by an order of protection, arrest record, unfavorable military discharge, or any other basis protected by federal, state, or local law, ordinance, or regulation.
- 2. The use of derogatory comments, statements, or innuendos related to any of the protected categories referenced above is against CASA policy.
- 3. All individuals shall be treated without regard to race, color, religion, sex, national origin, ancestry, sexual orientation, age (over 40), marital status, gender identity, disability, parental status source of income, military and veteran status, citizenship status, pregnancy, being protected by an order of protection, arrest record, or unfavorable military discharge with respect to promotions, transfers, job rotations, training, work assignments, merit increases, overtime, employment tests, and related employment decisions.
- 4. CASA requires those who believe this policy is being violated to report any questionable situations directly to their immediate supervisor. CASA's Open Door Policy assures CASA encourages responses from its employees and wishes to assist in alleviating misunderstandings or uncomfortable situations in the work environment.

If an individual believes they have been subjected to any form of harassment that violates this Policy, they are to inform their immediate supervisor as soon as possible. The complaint can be made either orally or in writing. If the complaint relates to their immediate supervisor, or the person is uncomfortable speaking to their immediate supervisor, they shall provide the complaint to the Executive Director. The complaint should be specific and should include the names of the individuals involved and the names of any witnesses. If a supervisor receives any complaint of action or conduct in violation of this Policy, the supervisor must immediately report the information to the Executive Director. CASA will undertake a fair, timely, thorough and impartial investigation that provides all parties appropriate due

process and reaches reasonable conclusions based on the evidence collected. CASA will keep the investigation confidential to the extent possible, but does not promise that the investigation can be kept completely confidential.

## Victim of Crime Act (VOCA) Funded Employees

Employees who believe that they have encountered discrimination in any terms or conditions of employment, including but not limited to hiring, selection, promotion, transfer, pay, tenure, discharge, and discipline, may file a complaint with the Illinois Criminal Justice Information Authority (ICJIA), the Illinois Department of Human Rights (IDHR), the US Equal Employment Opportunity Commission (EEOC), and the U.S. Department of Justice Office for Civil Rights (OCR).

Complaints filed with ICJIA should be directed to ICJIA's Civil Rights Officer. ICJIA complaint forms can be found at ICJIA's website or by contacting the ICJIA's Civil Rights Officer at 312-793-8550. Complaints filed with ICJIA may be filed via the web (http://www.icjia.state.il.us/public/), mail (Civil Rights Officer, Illinois Criminal Justice Information Authority, 300 West Adams Street, Suite 200, Chicago, Illinois 60606), or email (cja.civilrightsofficer@illinois.gov).

The individual may also file a complaint directly with the OCR at the following address: Office for Civil Rights; Office of Justice Programs; U.S. Department of Justice; 810 Seventh Street N.W.; Washington, DC 20531, or their local EEOC office. Complaints may also be filed with the IDHR.

#### POLICY AGAINST SEXUAL HARASSMENT

CASA is committed to providing a work environment that is free of sexual harassment. In keeping with this commitment, CASA maintains a strict policy prohibiting unlawful sexual harassment in any form.

Sexual Harassment is prohibited by CASA, is against the law, and will not be tolerated.

Every individual should be aware of:

- what sexual harassment is
- what steps to take if harassment occurs
- state law prohibiting retaliation for reporting sexual harassment

If an individual has any questions or concerns about this area, they shall contact the Executive Director or their supervisor for further information.

## What is Sexual Harassment?

"Sexual harassment" means any unwelcome sexual advances or requests for sexual favors or any conduct of a sexual nature or because of a person's sex or sexual orientation when (i) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (ii) submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual, or (iii) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Sexual and other harassment can occur in a variety of circumstances. The victim as well as the harasser may be a woman or a man. The harasser can be the victim's Supervisor, a coworker, or a nonemployee such as a vendor or a customer. However, in all cases the harasser's conduct must be unwelcome.

Sexual harassment in violation of this policy includes but is not limited to:

- sexually suggestive or vulgar comments or jokes, inappropriate comments about another person's sexual behavior or body, or insulting or ridiculing an employee because of his or her gender;
- improper or intrusive questions or comments about an employee's romantic or sexual experiences or preferences, or unwelcome or offensive sexual flirtations, propositions, advances, or requests;
- use, display, or communication of sexually suggestive or offensive words, objects, pictures, calendars,

cartoons, articles, letters, e-mail messages, computer programs, or Internet Web sites;

- making or threatening undesired physical contact (such as touching, embracing, or pinching) or impeding another's movements in a deliberate manner; and
- offering or providing employment benefits in return for sexual favors or an employee's agreement to provide sexual favors, or taking or threatening to take adverse action against an employee because the employee rejects requests for sexual favors.

It is important to note that sexual harassment does not have to involve conduct of a sexual nature in order to constitute unlawful behavior. For example, abusive, offensive, or demeaning behavior that is directed to members of one gender only (whether male or female) may be deemed a form of sexual harassment, even though the conduct was not motivated by sexual desire or gratification.

## **If Sexual Harassment Occurs:**

- 1. If the individual is comfortable and able to do so, he/she may confront the harasser and request him/her to stop. The harasser may not realize the advances or behaviors are offensive. When it is appropriate and sensible, an individual should tell the harasser the behaviors or advances are unwelcome and must stop. Sometimes a simple confrontation will end the situation. However, if the individual is not comfortable addressing the situation directly with the alleged harasser, or the behavior does not cease immediately, he/she shall report his/her concerns and the events to his/her supervisor, the Executive Director or Board of Directors as soon as possible.
- 2. If the individual reports the harassment to their supervisor and is not comfortable with the response, or if the individual is not comfortable with reporting the conduct to his/her immediate supervisor, the individual should immediately report it to the Executive Director.
  - Sexual harassment or retaliation may be reported in writing or verbally. An individual may report such activities even though they were not the target of the harassment.
- 3. CASA will undertake fair, timely, thorough and impartial investigation that provides all parties appropriate due process and reaches reasonable conclusions based on the evidence collected. CASA will keep the investigation confidential to the extent possible, but does not promise that the investigation can be kept completely confidential.
- 4. CASA will take whatever corrective action is deemed necessary, including disciplining or discharging any individual who is believed to have violated this prohibition against unlawful harassment. CASA will also take action to protect the complaining individual and to prevent further unlawful harassment or retaliation.

## **Sexual Harassment Can Be Costly**

If an individual is found to have engaged in sexual harassment, he/she may be personally liable for monetary damages. CASA will not pay damages assessed personally against an individual.

## **Protection against Retaliation**

CASA forbids retaliation against any individual who opposes sexual harassment, files a complaint, testifies, assists or participates in any manner in an investigation, proceeding or hearing conducted by the Department of Fair Employment and Housing or the Fair Employment and Housing Commission.

#### **Additional Information**

CASA will make every effort to resolve all complaints internally. However, an employee has the right to contact the Illinois Department of Human Rights (IDHR) at (217) 785-5100 or the Equal Employment Opportunity Commission (EEOC) at (800) 669-4000 or (202) 663-4900 about filing a formal complaint. An IDHR complaint must be filed within 180 days of the alleged incident. A complaint with the EEOC must be filed within 300 days of the alleged incident.

#### INTRODUCTORY PERIOD

All new employees, rehired employees and existing employees promoted to new positions shall serve an Introductory Period of six months, commencing with their first day of employment or their first day in the new position, respectively. During this period, CASA and the employee will have an opportunity to determine whether further employment with CASA or in the new position is appropriate.

CASA can extend the duration of the Introductory Period one or more times if, in its sole and absolute discretion, it determines that such an extension is appropriate. The employment relationship can be terminated by the employee or the employer at any time during or after the Introductory Period with or without cause or notice.

An employee who successfully completes the Introductory Period will be notified of his or her employee status by the Executive Director. Completion of the Introductory Period does not alter an employee's at-will status nor entitle an employee to remain employed for any definite period of time.

#### **DRUG TESTING**

CASA is committed to a drug-free environment for its employees, volunteers and program participants.

The use or possession of alcohol or illegal drugs on CASA property is forbidden. Any employee observed to be using or in possession of alcohol or illegal drugs will be disciplined by warning, suspension or termination. All employees of CASA are deemed to consent to "for cause" or random testing for drugs and/or alcohol. Said testing shall be by a physician or health care provider of CASA's choice. CASA reserves the right to conduct random drug testing of its employees at any time. Refusal to submit to a drug test may result in termination of employment, regardless of whether drug or alcohol use is suspected. Alcohol and drug testing records will remain confidential as prescribed by law.

For current employees, if there is a reasonable concern that the employee may be using or be under the influence of illegal drugs or abusive of prescription medication or other substances, CASA may ask that the employee submit to drug testing. The submission to drug testing is voluntary on the part of the employee. However, a refusal to participate in drug testing may result in termination of employment with CASA.

Alcohol and drug testing records will remain confidential as prescribed by law.

## DEPARTMENT OF MOTOR VEHICLES (DMV) RECORD

All applicants applying for positions which would require them to operate a personal or a rental vehicle for CASA purposes must possess a valid driver's license, a driving record acceptable to CASA and CASA's insurance carrier to be hired for such positions. These applicants are required to provide the following, after offer of employment:

- 1. Proof of automobile insurance (if driving a personal or a rental vehicle for Company purposes), and
- 2. Valid driver's license.

Applicants who are applying for a position which includes the driving of a personal or a rental vehicle for CASA business shall note that a DMV printout is reviewed after offer of employment. Applicants or employees who are required to operate a personal or a rental vehicle for CASA purposes must also note that if their driver's license is suspended, revoked or expires, or if they receive a driving under the influence (DUI) violation, or if their automobile insurance expires or is canceled, the Executive Director must be informed immediately. Failure to follow this policy is cause for disciplinary action, up to and including termination.

## NEW EMPLOYEE REPORTING

As required by state law, it is the policy of CASA to report the name, address and social security number of all new employees to the Illinois Department of Employment Security, within 20 days of starting work.

## **ELIGIBILITY FOR REHIRE**

Employees who are classified as "eligible for rehire" when they separate from CASA will be considered for rehire with other applicants, if they reapply for a position with CASA. Their prior record with CASA will be considered; however, consent from the Board of Directors is required to rehire any employee.

Please note that employees who are rehired following a break in service in excess of 30 calendar days for other than an approved leave of absence are considered "new" employees from the effective date of their reemployment for all purposes, including the determination of benefits.

## **ORIENTATION**

Each new employee shall be scheduled for an orientation session with the Executive Director or the Executive Director's designee. This orientation session shall be conducted so the new employee can receive an introduction to CASA, its history, its operations, its personnel policies, and a review of employee benefits. During this period, employees are also asked to complete new hire paperwork. In addition, employees will receive orientation to their specific position's procedures by the appropriate supervisor.

#### EMPLOYMENT GROUPINGS

In order to determine eligibility for various benefits, CASA has established the following employment groupings. Please note that throughout this handbook the classifications identified as "Exempt" or "Non-Exempt" will refer to employees that are considered in either the status of "Introductory," "Regular" or "Temporary" and in the category of either "Full-Time" or "Part-Time." All employees will have a status, a classification, and a category. Regardless of status, classification or category definition, all employees are at-will and will remain at-will absent a written agreement signed by the Board of Directors/Executive Team of CASA specifically changing the at-will relationship.

#### **EMPLOYEE STATUS:**

## **Introductory Employees**

Employees who are in the Introductory Period, as described on page 3.3, are called "Introductory" employees.

#### **Regular Employees**

Employees who are hired for an indefinite and unspecified duration are called "regular" employees.

## **Temporary Employees**

Temporary employees are defined as those employees holding jobs of limited duration arising out of special projects, abnormal workloads or emergencies. An employee will not change from temporary status to another status unless specifically informed of such a change, in writing, by the Executive Director.

## **EMPLOYEE CLASSIFICATION:**

#### **Exempt Employees**

This classification includes all full-time employees who are classified by this Company as exempt from the overtime provisions of the Federal Fair Labor Standards Act and any applicable state laws. Employees in this classification are generally expected to work at least full-time hours, which is defined by the Labor Code as working 40 hours per week. These employees' salaries are based on a job to be accomplished and not on a specific number of hours worked each week. Exempt employees are not required to maintain a daily timecard, but are required to turn in a report of any sick, vacation or special time taken off during each pay period. Exempt employees are eligible to receive various employee benefits, as described in the various sections of this handbook. Such employees include those employees who qualify as exempt executive, administrative.

## **Non-Exempt Employees**

Non-Exempt employees include all employees who are covered by the overtime provisions of the Federal Fair Labor Standards Act and any applicable state laws. Generally, employees in this classification are entitled to premium pay for work in excess of 40 hours in a workweek and eight hours in a workday. These employees are required to maintain a daily timecard, recording hours worked each day. Eligible Non-Exempt employees will begin to receive various employee benefits, as described in the various sections of this handbook.

#### **EMPLOYEE CATEGORY:**

### **Full-Time Employees**

Any employee who is regularly scheduled to and does work 40 hours or more per workweek is considered a full-time employee. Full-time employees are eligible to receive employer-sponsored benefits, as noted within this handbook.

#### **Part-Time Employees**

Any employee who is regularly scheduled to and does work less than 40 hours per workweek is considered a part-time employee. Part-time employees are eligible to receive some employer-sponsored benefits, as noted within this handbook.

Part-time employees who are asked to work 40 hours or more per week on a temporary basis will not be classified as a full-time employee unless CASA, in its discretion, concludes and informs the employee in writing that they will be considered a full-time employee.

## **SUMMER HOURS**

Each year, CASA may observe "summer hours" on designated Fridays, commencing the Friday before Memorial Day and concluding the Friday before Labor Day. Only full-time Exempt employees are eligible to work summer hours. During summer hours, eligible employees who have worked a total of 40 hours may leave at 2:00 p.m. on Friday.

In order to exercise summer hours benefit, employees may be required to come to work early or work later so that their hours worked each week equal 40. If eligible employee chooses not to exercise the benefit, the benefit is considered waived.

If an employee is absent from work on a Friday during this time period, eight hours shall be deducted from their accrued and available vacation balance as allowed by law. Summer hours are allowed at the discretion of the Executive Director and may be revoked at any time for any purpose without advance notice.

#### ANNIVERSARY DATE

CASA considers an employee's anniversary date to be the date of the first day an employee actually begins working for CASA.

#### LENGTH OF SERVICE

CASA considers an employee's length of service to be the total number of all full and partial months that an employee has worked for CASA from their most recent date of hire. An employee who changes job classifications shall retain length of service credits accrued in all previous job classifications for purposes of determining length of service. CASA utilizes length of service only in determining benefit accrual.

#### PAYDAYS AND PAYCHECKS

Employees are paid bi-weekly, every other Thursday with paychecks distributed covering work performed during the previous pay period.

Work weeks, for the purposes of determining overtime, are considered to be the seven days that begin at 12:01 a.m., Sunday, through midnight, the following Saturday.

If a payday falls on a holiday, paychecks will be distributed the first regular business day after the scheduled payday.

All employees are responsible for ensuring that timecards submitted are accurate and complete. Falsification of timecards or completion of any information on another employee's timecard may result in immediate termination.

If an employee is absent on payday, CASA will either hold the check until the employee's return or, with prior written authorization given by the employee, forward to the employee's mailing address or release the paycheck to another designated person.

## **DIRECT DEPOSIT**

Direct deposit is available to employees who wish to utilize this benefit. Employees shall contact the Executive Director for further information.

#### **OVERTIME POLICY**

Employees who meet exemptions within State and Federal wage and hour laws are exempt from overtime pay and are not subject to this policy. All Non-Exempt employees qualify for overtime pay.

From time to time, employees may be required to work past their scheduled shift to complete an assigned work duty. When this type of work is required, an employee's supervisor will inform the employee as soon as possible.

All overtime work must be approved in advance by an employee's supervisor. Because unauthorized overtime is against CASA policy, employees who work unauthorized overtime may be subject to disciplinary action, up to and including termination. However, under no circumstance may an employee perform any work without recording the time on the employee's timesheet. All hours worked will be compensated.

## Workweek

CASA has selected as its workweek the seven days that begin at 12:01 a.m., Sunday morning, and end at midnight, Saturday evening.

#### Workday

CASA has selected as its workday the 24-hour period that begins at 12:01 a.m. and ends at midnight.

#### Time Worked

Non-Exempt employees are required to record all time worked on a timecard or timesheet, including time worked outside their normal schedule, at the time it actually occurs. Start and stop times for meal periods must be noted. Non-Exempt employees should not perform any work without recording the time on their timecard or timesheet. No off-the-clock work is permitted at any time.

#### Overtime

Overtime pay is calculated at one-and-one-half times a Non-Exempt employee's regular rate for all hours worked over 40 in one workweek. Overtime is computed on the basis of a Non-Exempt employee's total hours worked in a workday and in a workweek. Hours paid for time not worked, e.g., holidays, sick days, and vacation do not count as hours worked for overtime purposes.

#### Weekends

Weekend work does not automatically qualify for compensation at a premium rate of pay. Hours worked on Saturdays and/or Sundays qualify for premium pay only if they qualify as overtime hours under the standards noted above.

## Make-Up Time

At the discretion of the Executive Director, an employee may work less than their regularly scheduled hours on a given day in exchange for working more than their regularly scheduled hours on another day as long as the total hours worked is equivalent to two regularly scheduled days. The employee must obtain permission prior to the shortened work day.

## REPORTING TIME (SHOW-UP) PAY

#### **Scheduled Work Day**

When an employee reports to work at his/her scheduled time, but CASA finds it necessary to send the employee home, the employee will be paid only for the hours actually worked.

#### **Unscheduled Work Day**

When an employee is required to report to work on a day that is not an employee's scheduled workday, the employee will be paid the appropriate hourly rate for all hours worked. However, Non-Exempt employees who work more than 20 hours per week must be provided with 24 consecutive hours of rest every calendar week.

#### **REST AND MEAL PERIODS**

An off-duty unpaid meal period of 45 minutes is provided for each Non-Exempt employee who works at least  $7\frac{1}{2}$  continuous hours in a workday and must be initiated not more than five hours after the beginning of the employee's shift. Where practical, CASA requests that the meal period take place between the hours of noon and 1:00 p.m. when Court is not in session. Employees who work eight or more continuous hours may take an additional 15-minute rest or period. Employees who work ten or more continuous hours may take an additional 15-minute rest or meal period, not to exceed a total of 75 minutes. For purposes of this section, rest or meal periods shall count toward total hours worked. Employees are relieved of all active responsibilities and restrictions during rest or meal periods.

An employee may also choose to waive the 15-minute rest or meal periods by mutual consent between the employee and his/her supervisor in advance. The waiver of a rest or meal period by mutual consent shall not result in the accrual of hours for later use.

## PAYROLL AND COMPENSATION COMPLAINTS

CASA's policy is to accurately compensate employees in compliance with state and federal law. To be paid properly, employees must accurately record all hours worked and must not engage in any off-the-clock or unrecorded work. Employees should review their paystubs, timecards as soon as it is received to make sure it is correct. If any mistake has occurred, the mistake should be brought to CASA's attention immediately. Any employee who believes he or she has a complaint regarding any of the following issues should bring the complaint to the attention of the Executive Director, as soon as possible:

- Compensation
- Information on paystubs
- Deductions from compensation
- Vacations
- Meal periods (receipt and/or timing of)
- Bonuses
- Overtime compensation
- Failure to compensate for hours worked
- Inaccurate record of hours worked

Exempt employees will generally receive their full salary for any week in which work is performed. However, an Exempt employee's salary may be reduced for, (1) complete days of absence due to personal reasons, (2) full day absences due to sickness, provided the Exempt employee is eligible to participate in CASA's sick leave plan and the Exempt employee has not yet accrued sick leave benefits or the Exempt employee's sick leave benefits are exhausted, (3) absences for a full work week, (4) absences for FMLA leave, and (5) incomplete initial and final weeks of work.

An Exempt employee's accrued vacation time will be reduced for full days of absence while on vacation. An Exempt employee's accrued vacation time will be reduced for partial day absences of one hour or more when the Exempt employee is absent for personal reasons. An Exempt employee's salary and/or accrued vacation will be reduced for full work week absences due to required service as a juror or witness, or when the time away is due to military service. An Exempt employee's salary and/or accrued vacation will not be reduced when an employee works only a partial day or week when the time away from work is due to required service as a juror or witness, or the time away is due to military service. An Exempt employee's salary will not be reduced when time away from work is due to a lack of work.

An Exempt employee's accrued sick leave will be reduced for full or partial day absences due to sickness provided the employee is allowed to participate in CASA's sick leave plan. After accrued sick leave is exhausted, an Exempt employee's salary will not be reduced for partial day absences but will be reduced for full day absences.

CASA prohibits deductions from the salary of Exempt employees that violate state or federal law. If an Exempt employee believes his or her salary has been improperly reduced, the employee must notify the Executive Director immediately. If it is determined the employee's salary has been improperly reduced, the employee will be reimbursed as soon as practicable.

CASA will fully investigate any and all complaints and communicate the results of that investigation to the employee.

## LACTATION ACCOMMODATION

CASA will provide employees with adequate facilities (other than restroom facilities) for expressing breast milk for their children in private. Employees will also be provided with a reasonable amount of break time to express breast milk. This break time will run concurrently with any break time already provided to the employee. However, if break time is not sufficient for the employee to express breast milk, additional time will be provided. When the additional time does not run concurrently or goes beyond any paid break time already authorized, the additional time will be unpaid. CASA may limit or decline to provide this accommodation if doing so seriously disrupts the employer's operations.

### WAGE ADJUSTMENTS

CASA generally attempts to maintain compensation rates that are competitive in the community and the same industry. Therefore, this employer conducts a review of the compensation rates of all staff as deemed appropriate by management. When wage adjustments are made, different job classifications may be awarded varying increases. Wage increases are not guaranteed. The employer reserves the right to decrease or increase an employee's pay.

All changes in an employee's rate of pay will normally become effective on the first day of the pay period after they are officially approved. Exceptions to this policy will occur only when the employee is officially advised in writing by the Executive Director that a change in pay will take effect on a different date, either retroactively or in the future. Supervisors do not have the authority to award retroactive increases or the ability to waive the rules established by this policy.

#### PAYROLL DEDUCTIONS/INFORMATION

Federal and State laws require the following deductions from every paycheck:

1. Federal and State Withholding Tax - In line with this tax, each employee must complete a W-4 form at the beginning of employment. Also note that if the number of dependents changes or any other employee information relating to the W-4, a new W-4 form must be completed, as appropriate.

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- 2. Social Security Tax to the required annual amount.
- 3. Medicare to the required annual amount.
- 4. Any other federal or state required deductions.

Note that amounts withheld vary according to how much an employee earns, their marital status, and number of exemptions.

## Other information:

- 1. Workers' Compensation CASA carries workers' compensation insurance coverage as required by law to protect employees who are injured on the job. This insurance provides medical, surgical, and hospital treatment in addition to payment for loss of earnings that result from work-related injuries. The treatment, amount paid for treatment, and the amount of lost earnings covered are not determined by CASA. Compensation payments will begin as determined by the insurance company. The cost of the premiums for coverage is paid completely by CASA. If an employee is injured while working, he/she must report it immediately to his/her supervisor, regardless of how minor the injury may be. If an employee has any questions regarding the workers' compensation program, he/she shall contact the supervisor.
- 2. Unemployment Insurance If the employment relationship terminates, employees may be eligible to receive unemployment insurance. In most cases, the employee must file a claim in order to collect this benefit. Should such a situation arise, an employee should inquire about unemployment insurance at the time of separation from service. If further explanation is needed, please contact the Executive Director.

#### WORKERS' COMPENSATION INFORMATION

Workers' Compensation is a no-fault insurance plan paid for by CASA, supervised by the State of Illinois, and operated in the manner required by law. In general, the law provides that if an employee of CASA suffers a job-related injury or illness, workers' compensation insurance may pay the employee's medical expenses and a predetermined amount of money until they are able to return to work. All employees of CASA are protected by workers' compensation.

All employees are covered by workers' compensation insurance for any injury sustained on the job subject to state law. All injuries, no matter how slight, should be reported immediately to the supervisor or the Executive Director. In addition, the employee sustaining the injury must complete a workers' compensation claim form as soon as possible after the injury. This form should be turned into the Executive Director, so they can complete CASA portion of the form and forward the form through channels to CASA's insurance carrier.

Most importantly, when injured on the job an employee should not treat themselves. Even minor injuries need expert care, and prompt medical treatment is the best investment an employee and employer can make.

#### PAY ADVANCES/LOANS

CASA does not grant pay advances or loans to its employees.

#### PAYMENT UPON TERMINATION

Employees will receive their final paycheck within the time required by law.

The final paycheck for employees who are discharged, resign or are terminated will be mailed or electronically deposited on the next regular scheduled payday.

CASA property, such as keys and equipment, must be returned by each employee at the time the final paycheck is provided.

#### GROUP INSURANCE BENEFITS

Regular, full-time Exempt, and Non-Exempt employees, as well as part-time employees who work 30 or more hours per week, are eligible for participation in the group insurance plan on the first of the month following completion of 30 days of service. The company provides \$500.00 towards the cost of coverage for all eligible employees, with the remainder of the employee premium and dependent coverage available through payroll deduction.

Introductory, part-time and temporary employees are not eligible for this benefit.

Employees are encouraged to consult the insurance plan booklet for full details and for instructions regarding the filing of claims, and Section 7 of this handbook regarding the continuation of insurance benefits during a leave of absence.

#### **Enrollment Cards**

Every new regular full-time employee, or any employee who otherwise becomes eligible for coverage because of a change in status MUST, at the time of eligibility, complete a Group Insurance Enrollment Card as supplied by the carrier/provider, indicating coverage is desired or waived.

## **Continuation of Insurance Upon Termination**

In accordance with the requirements of the federal health insurance law, called "COBRA," eligible employees and their family members may continue participation in the employer's group health insurance program following certain "qualifying events." These events include an employee's termination (other than due to "gross misconduct"), resignation, reduction in hours, divorce, legal separation, death, Medicare entitlement, and certain other events. Where the right to continue coverage arises, coverage may be continued at special rates authorized by COBRA. Details regarding the COBRA rules are presented to employees when they begin participation in the employer's group health plan and, again, when they experience a qualifying event that triggers the right to continue participation in the group health plan.

It is the intent of CASA to comply with all applicable state and federal laws regarding health insurance coverage and the continuation of same.

#### 403(b) RETIREMENT SAVINGS PLAN

Upon completion of the six-month orientation period, employees who have attained the age of 21 may choose to participate in a 403(b) Retirement Savings Plan. Employees may contribute to the plan in compliance with limits set by the Internal Revenue Code.

As of November 1, 2018, for participating employees of the plan who contribute through tax-deferred contribution, CASA will contribute up to a maximum of three (3) percent employer contribution. CASA's contribution is immediately 100 percent vested. Employees may make additional contributions exceeding the three (3) percent through salary reduction; however, CASA's contribution will remain at three (3) percent. CASA's retirement plan is administered through American Funds. Participating employees may select a Roth or pre-tax account and choose from a wide variety of investment options.

## **VACATION BENEFITS**

Vacation benefits are provided to full-time Exempt and Non-Exempt regular employees. These employees begin to earn vacation benefits, as follows:

- Completion of one year of service to 2<sup>nd</sup> anniversary date: 10 days per year
- Completion of two years of service and forward: One additional day per year up to a maximum of 20 days per year

Employees shall note the following guidelines for vacation benefits:

- Introductory and temporary employees are not eligible for paid vacation benefits. Part-time employees shall
  receive vacation benefits prorated based on the number of hours they are regularly scheduled for and work per
  week.
- 2. A day's pay for the purpose of vacation is the number of hours normally scheduled to be worked during the workday, at an employee's regular straight base compensation.
- 3. The Executive Director may exercise her discretion to advance unearned vacation time if it is feasible to do so and the employee has completed one year of service. Employees may only be advanced the amount of vacation they are eligible to earn within that anniversary year. However, if the employee resigns or is terminated before the vacation advanced has been fully earned, the employee will have been overpaid for services rendered.
- 4. Employees may not receive pay in lieu of taking earned vacation time.
- 5. Requests for vacation must be scheduled and approved by the Executive Director. In the event of scheduling conflicts, the employee with the longest service record has first preference of dates, regardless of their position.
- 6. Employees must utilize their accrued and available vacation time within 14 months of their anniversary date, otherwise it will be forfeited. However, the Executive Director may make exceptions to this policy on a case-by-case basis.
- 7. Earned vacation benefits that have not been used will be paid to an employee upon separation.

#### SICK LEAVE BENEFITS

Sick leave shall be considered to include personal illness or the serious illness of a spouse, child, parent, or close friend who resides with the family and/or any member of the family. After 30 days of continuous full-time employment, full-time employees are eligible to accrue one half-day per month of sick leave, up to six (6) days per calendar year. A maximum of six (6) unused sick days may be accrued and carried forward for a maximum of 12 months.

An employee requesting sick leave may be required to provide appropriate documentation of their need for time off from work. Employees may use vacation benefits for sick leave absences once the employee's sick leave is exhausted or take unpaid time off from work.

Sick leave benefits are designed to assist an employee who misses work due to the aforementioned instances; therefore, no sick leave benefits are paid upon termination of employment for any reason, nor can sick leave benefits be applied as vacation.

## **HOLIDAY BENEFITS**

Each calendar year, the Circuit Court of the 16<sup>th</sup> Judicial Circuit, State of Illinois, sets a schedule of days that the Court and its building(s) will be closed to the public commonly referred to as "court holidays." All regular, full-time Exempt and Non-Exempt employees will receive holiday benefits at their normal rate if a court holiday falls on their scheduled workday. The court holiday schedule will be communicated to all employees and the office will be closed on these days and not otherwise open for business.

Employees shall note the following guidelines for holiday benefits:

- 1. Introductory and temporary employees are not eligible to receive holiday benefits. Part-time Non-Exempt employees who work a minimum of 20 hours per week are eligible for one-half day of pay for each court holiday.
- 2. Eligible time employees shall receive pay for the hours they normally work on the day the holiday is observed, at their normal hourly rate for the holidays noted above.
- 3. An employee must work the last scheduled workday before and the next scheduled workday after the holiday to receive holiday benefits. An employee's use of a paid sick leave or PTO day may not prevent receipt of holiday benefits.

- 4. Full-Time Exempt employees may not work on a court holiday to accrue an extra vacation day without express approval from the Executive Director. All requests to work on a court holiday in exchange for an extra vacation day must be requested and approved in advance in writing by the Executive Director. Part-time Non-Exempt employees may not work on a court holiday.
- 5. If a holiday falls during an employee's approved vacation PTO or sick leave day, the employee will be paid for the holiday and will not be charged with a vacation, PTO or sick leave day for the day the holiday is observed by CASA.
- 6. In general, if a holiday falls on a weekend, the holiday is observed the following Monday.
- 7. CASA may choose to close the office on days other than those listed above. In such an instance, the Executive Director will advise employees if such time off will be with or without pay.
- 8. Employees on leave of absence for any reason are ineligible for holiday benefits for holidays that are observed during the period they are on leave of absence, unless the holiday occurs during the period in which the employee is utilizing accrued and available vacation, PTO and/or sick leave benefits to be paid for that portion of the leave.
- 9. Employees do not receive credit toward overtime for paid hours that are not actually worked.

#### **EDUCATIONAL ASSISTANCE**

Employees are encouraged to further their knowledge in areas of mutual benefit to both CASA and the employee and, therefore, may request time off or CASA financial support or both to attend conferences or meetings sponsored by institutions or professional organizations; however, the subject matter to be presented must relate directly to the employee's position. Requests for such programs are encouraged and are to be made to the Board of Directors/Executive Team, for approval.

If CASA sponsors or requires an employee to attend a business or trade-related seminar, all related fees are paid by CASA. Time during which an employee participates in a conference or seminar will be paid at the employee's regular hourly rate of pay. Whenever a CASA-sponsored seminar is out of the local area, CASA will pay an employee appropriate travel-related expenses, as pre-approved by the Board of Directors/Executive Team.

CASA may consider paying for college- or university-related fees, <u>if</u> a business-related class is taken, and the course and/or associated fees are pre-approved by the Board of Directors/Executive Team. In such cases, the fees would only be paid to the employee upon completion of the course and the accomplishment of at least a "B" grade. It is not the policy of CASA, however, to cover the costs of books for a college or university class. To be eligible for reimbursement, the employee must be employed with CASA at the beginning and end of the course.

## TOOLS, EQUIPMENT, AND COMPANY-OWNED VEHICLES

## **Tools and Equipment**

It is the policy of CASA to provide employees with all necessary equipment to perform their jobs.

Employees are reminded, however, that all equipment provided by CASA is the property of CASA, and is to be treated with care and consideration.

Defacing equipment will not be tolerated and failure to comply with this policy is cause for disciplinary action, up to and including termination.

In addition, Non-Exempt employees shall note they are not permitted to access CASA computer system from a remote location unless specifically authorized to do so by a supervisor.

## MEMBERSHIP, CREDIT AND GASOLINE CARDS

CASA may, from time to time, allow certain employees the ability to utilize CASA-owned membership, credit, and/or gasoline cards. The use of these cards is to be <u>for CASA purposes only</u>, and cards must be signed in and out. Misuse of these cards in any way is cause for disciplinary action, up to and including termination.

## CAR MILEAGE ALLOWANCE

Employees utilizing personal vehicles for CASA use will be paid car mileage allowance at the applicable IRS-established mileage reimbursement rate for each mile of such use. This per-mile rate is intended to cover all related automobile expenses. Those employees receiving an auto allowance of a predetermined amount are not eligible to receive car mileage allowance. Employees shall submit a request for reimbursement by the end of the month in which the mileage was incurred.

#### MEDICAL LEAVE OF ABSENCE FOR NON-OCCUPATIONAL DISABILITIES

Any employee who is temporarily disabled and unable to work due to a non-occupational, non-pregnancy related medical condition, may, upon request, be granted a leave of absence without pay. Generally, the leave of absence will not exceed six weeks, however, the length of the leave of absence will be determined by CASA in accordance with business needs and applicable state and federal law.

An employee who is granted a medical leave of absence must utilize any earned sick leave and/or vested vacation benefits during a medical leave of absence. Vacation, holiday and sick leave benefits will not continue to accrue during any leave of absence.

Health insurance benefits ordinarily provided by the employer, and for which the employee is otherwise eligible, will be continued for the remainder of the month in which the employee commences the leave and the following month. The remainder of the employee's premium and the dependent premiums normally borne by the employee will continue to be the responsibility of the employee. For the remainder of the period of disability, health insurance benefits ordinarily provided by the employer, and for which the employee is otherwise eligible, may be continued at the employee's expense. The employee should discuss with the Executive Director arrangements to pay for the employee's cost of such coverage before the leave commences.

An employee who requires a leave of absence for medical reasons must notify the Executive Director, in writing, of the need for such a leave as soon as the employee learns that he or she is, or will become, temporarily disabled and unable to work due to a medical condition. Such notice must specify the reason for the leave, the date such leave will begin, and the expected duration of the disability. The specified reason for the leave should not indicate the specific medical diagnosis. An employee who requests such a leave may be required to provide initially and from time to time proof of disability in the form of a valid physician's statement. An employee who is on leave of absence for a period in excess of one month must notify the employer by the end of each month thereafter both of the status of the disability and his or her continued intent to return to work with the employer once he or she recovers from the disability. An employee returning from a medical leave of absence shall be required to provide a valid physician's statement that indicates that he or she is fit to return to work.

Although the employer is unable to guarantee reinstatement, an employee who returns to work at the end of his or her leave of absence will be returned to his or her former position or, if possible, a position for which he or she is qualified, in accordance with business needs and applicable state and federal law.

Requests for extensions of a leave of absence will be considered if they are received by the Executive Director, in writing, before the expiration of the approved leave, are supported by proof of continued disability in the form of a valid physician's statement, and request extensions that do not cause the total period of absence to exceed the period noted above.

Misrepresenting reasons for applying for a leave of absence may result in disciplinary action, including possible termination.

If an employee accepts other employment or fails to return to work on the next regularly scheduled workday following the expiration of the approved leave of absence, the employee may be considered to have voluntarily resigned.

#### MEDICAL LEAVE OF ABSENCE FOR OCCUPATIONAL DISABILITIES

CASA will grant a workers' compensation disability leave to employees with occupational illnesses or injuries in accordance with state law. As an alternative, CASA may reasonably accommodate such employees with modified work.

Employees must report all accidents, injuries and illnesses no matter how small to their immediate supervisor. In addition, employees must provide CASA with a certification from a health-care provider.

Workers' compensation disability leaves are without pay. However, employees may utilize accrued vacation time and any other accrued paid time off during the leave. All such payments will be coordinated with any state disability workers' compensation or other wage reimbursement benefits for which an employee may be eligible. At no time shall an

employee receive a greater total payment than the employee's regular salary. Vacation, holiday and sick leave benefits will not continue to accrue during any leave of absence.

Health insurance benefits ordinarily provided by the employer, and for which the employee is otherwise eligible, will be continued for the remainder of the month in which the employee commences the leave and the following month. The remainder of the employee's premium and the dependent premiums normally borne by the employee will continue to be the responsibility of the employee. For the remainder of the period of disability, health insurance benefits ordinarily provided by the employer, and for which the employee is otherwise eligible, may be continued at the employee's expense. The employee should discuss with the Executive Director arrangements to pay for the employee's cost of such coverage before the leave commences.

Upon the submission of a medical certification that an employee is able to return to work, the employee will be reinstated or accommodated in accordance with applicable law.

#### PERSONAL LEAVE OF ABSENCE

A personal leave of absence without pay may be granted upon the discretion of the Board of Directors/Executive Team for a reasonable period of time of up to thirty (30) days in a 24-month period. The leave may be extended for a reasonable period of time due to special circumstances, as determined on an individual basis by management.

Requests must be submitted in writing and must be approved in writing by the Board of Directors/Executive Team before the leave begins. Requests for extensions of leaves must be submitted in writing and approved in writing by the Board of Directors/Executive Team before the extended period of a leave begins.

An employee who is granted a leave of absence must utilize any earned sick leave and/or vested vacation benefits during a leave of absence. Vacation, holiday, and sick leave benefits will not continue to accrue during any leave of absence.

Health insurance benefits ordinarily provided by the employer, and for which the employee is otherwise eligible, will be continued for the remainder of the month in which the employee commences the leave and the following month. The remainder of the employee's premium and the dependent premiums normally borne by the employee will continue to be the responsibility of the employee. For the remainder of the leave, health insurance benefits ordinarily provided by the employer, and for which the employee is otherwise eligible, may be continued at the employee's expense. The employee should discuss with the Executive Director arrangements to pay for the employee's cost of such coverage before the leave commences.

Misrepresenting reasons for applying for a leave of absence may result in disciplinary action, including possible termination.

If an employee accepts other employment or fails to return to work on the next regularly scheduled workday following the expiration of the approved leave of absence, the employee may be considered to have voluntarily resigned.

#### SCHOOL VISITATION LEAVE

CASA will grant an eligible employee up to eight hours of unpaid time off to attend school conferences or classroom activities related to the employee's child, if the activities may not be scheduled outside of work hours. Employees shall note that no more than four hours of this leave may be taken on any given day. An employee is eligible for this leave after the completion of six months of continuous service and if the average number of hours worked equals at least one-half the full-time equivalent of their position.

Except for emergency situations, employees shall provide a written request for leave at least seven days in advance. Employees must utilize any unused and accrued vacation benefits.

#### EDUCATIONAL LEAVE OF ABSENCE

CASA does not grant educational leaves of absence.

#### MILITARY LEAVE OF ABSENCE

Military leaves of absence are granted without pay. However, in order to be eligible, employees must submit written verification from the appropriate military authority. CASA will reinstate those employees returning from military leave to their same position or one of comparable seniority, status, and pay as required by law.

Employees may utilize accrued vacation time and any other accrued paid time off during the leave. Vacation, holiday and sick leave benefits are not accrued during any leave of absence.

Health insurance benefits ordinarily provided by the employer, and for which the employee is otherwise eligible, will be continued for the remainder of the month in which the employee commences the leave and the following month. The remainder of the employee's premium and the dependent premiums normally borne by the employee will continue to be the responsibility of the employee. For the remainder of the leave, health insurance benefits ordinarily provided by the employer, and for which the employee is otherwise eligible, may be continued at the employee's expense. The employee should discuss with the Executive Director arrangements to pay for the employee's cost of such coverage before the leave commences.

Employees returning from military leave will be credited with time worked before the leave, as well as the time of the leave, for length of service purposes only.

Also note that CASA will make a reasonable attempt to accommodate employees in the reserves on weekends or during the two-week annual active duty requirement.

Exceptions to this policy will occur wherever necessary to comply with applicable laws.

Misrepresenting reasons for applying for a leave of absence may result in disciplinary action, including possible termination.

If an employee accepts other employment or fails to return to work on the next regularly scheduled workday following the expiration of the approved leave of absence, the employee may be considered to have voluntarily resigned.

## BEREAVEMENT LEAVE OF ABSENCE

In the event of a death of an immediate family member of an employee, a paid leave of up to three days may be granted for the purpose of making arrangements for or to attend the funeral. An employee's immediate family shall consist of parent, child, spouse, sibling, current mother-in-law, current father-in-law, and grandparent.

Employees eligible for vacation leave benefits may utilize these benefits to be paid for additional approved time off taken during this time.

Misrepresenting reasons for applying for a leave of absence may result in disciplinary action, including possible termination.

If an employee accepts other employment or fails to return to work on the next regularly scheduled workday following the expiration of the approved leave of absence, the employee may be considered to have voluntarily resigned.

#### JURY DUTY LEAVE OF ABSENCE

Any employee wishing to serve on jury duty may do so; these employees will be granted unpaid time off of work for such purposes. It is the responsibility of all employees receiving a jury duty summons to notify the Executive Director as soon as possible. An employee may use vacation time if available.

Evidence of jury duty attendance must be presented to CASA in the form of a Jury Duty timecard (obtained in the Jury Assembly Room). The employee should make known to their supervisor the availability for work on those days or parts of days when excused from jury duty or when jury duty does not conflict with the employee's work schedule.

Misrepresenting reasons for applying for a leave of absence may result in disciplinary action, including possible termination.

If an employee accepts other employment or fails to return to work on the next regularly scheduled workday following the expiration of the approved leave of absence, including jury duty, the employee may be considered to have voluntarily resigned.

#### WITNESS DUTY LEAVE OF ABSENCE

An employee who is required by law to appear in court as a witness on a matter that is not CASA-related shall be granted unpaid time off work for such purpose. It is requested that the employee provide the employer with as much advance notice as possible. An employee may use vacation time if available.

An employee who is required by law to appear in court as a witness on a matter which is CASA-related, provided they are not the plaintiff or defendant, will be paid at their present hourly rate for time off of work for such a purpose.

Misrepresenting reasons for applying for a leave of absence may result in disciplinary action, including possible termination.

If an employee accepts other employment or fails to return to work on the next regularly scheduled workday following the expiration of the approved leave of absence, the employee may be considered to have voluntarily resigned.

## TIME OFF FOR VOTING

CASA encourages employees to fulfill their civic responsibilities by participating in elections. Generally, employees are able to find time to vote either before or after their regular work schedule. If employees are unable to vote in an election during their nonworking hours, CASA will grant up to two hours of time off to vote.

If an employee would otherwise have at least two consecutive hours off outside the regular workday when the polls are open, no time off work will be granted (for example, an employee regularly scheduled to work from 8:00 a.m. – 5:00 p.m. has two hours off, both before and after work, to vote).

Employees should request time off to vote from their Supervisor as many working days prior to the Election Day as possible, but in no event less than 24 hours in advance. Advance notice is required so that the necessary time off can be scheduled at the beginning or end of the work shift, whichever provides the least disruption to the normal work schedule.

Employees must submit a voter's receipt on the first working day following the election to qualify for time off if they cannot find time outside of work hours to vote.

Employees may also be provided with time off to serve as an election judge. Employees serving as election judges must provide written notice at least 20 days in advance to their supervisor.

Misrepresenting reasons for applying for a leave of absence may result in disciplinary action, including possible termination.

If an employee accepts other employment or fails to return to work on the next regularly scheduled workday following the expiration of the approved leave of absence, the employee may be considered to have voluntarily resigned.

#### STANDARDS OF CONDUCT

CASA expects employees to observe a standard of conduct which will maintain an orderly, positive and productive workplace. Such a standard of conduct will benefit and protect both CASA and the employees. For this reason, it may be helpful to identify some examples of types of conduct that are impermissible and that may lead to disciplinary action, including possible immediate discharge. Although it is not possible to provide an exhaustive list of all types of impermissible conduct and performance, the following are some examples:

- 1. Insubordination, including improper conduct toward a supervisor or refusal to perform tasks assigned by a supervisor in the appropriate manner.
- 2. Disrespectful or discourteous behavior toward a co-worker, supervisor, volunteer, donor, Board member, client, visitor, vendor, or the general public.
- 3. Possession, distribution, sale, use or being under the influence of alcoholic beverages or illegal drugs while on CASA property, while on duty, or while operating a vehicle leased or owned by CASA or its principals.
- Disclosing trade secrets or release of confidential information about CASA or its volunteers, donors or customers.
- 5. Theft or unauthorized removal or possession of property (including food which has not been paid for) from CASA, fellow employees, customers or anyone on CASA property.
- 6. Altering or falsifying any timekeeping record, allowing someone else to enter information on their timecard, removing any timekeeping record from the designated area without proper authorization, or destroying such a record.
- Absence for one workday without notice to CASA, unless a reasonable excuse is offered and accepted by CASA.
- 8. Falsifying or making a material omission on an employment application or making erroneous entries or material omissions on forms, reports, CASA's records, or customer records.
- 9. Misusing, destroying, or damaging property of CASA, a fellow employee, a customer, vendor, visitor, or the general public.
- Actual or threatened physical violence toward another employee, a customer, visitor, vendor, or the general public.
- 11. Bringing on CASA property dangerous or unauthorized materials, such as explosives, firearms, or other similar items without the written permission of the Board of Directors/Executive Team.
- 12. Violating safety or health rules or practices or engaging in conduct that creates a safety or health hazard.
- 13. Sleeping while on duty.
- 14. Violation of CASA's Equal Employment Opportunity and Nonretaliation Policy.
- 15. Violation of CASA's Sexual and other Discriminatory Harassment Policy.
- 16. Verbally or physically attacking another of threatenining a fight in or about CASA's property or while conducting CASA's business.
- 17. Unsatisfactory performance.
- 18. Unprofessional or inappropriate conduct toward another employee, volunteer, donor, customer, vendor, visitor, or the general public.
- 19. Unauthorized duplication of CASA keys.
- 20. Failure to file a police report when in an automobile accident involving a CASA-owned, personal, or rental vehicle when driving for CASA business.

- 21. Failure of an employee who operates a CASA-owned, personal, or rental vehicle for CASA business to immediately notify the Board of Directors/Executive Team if their driver's license was suspended, revoked or expired, or if they received a driving-under-the-influence (DUI) citation.
- 22. Failure of an employee operating a personal or a rental vehicle for CASA business to immediately notify the Executive Director that their automobile insurance expired or was canceled.
- 23. Failure of an employee to abide by the safety rules as set forth in this handbook and in CASA's Written Illness and Injury Prevention Program.
- 24. Failure of an employee to abide by the work schedules set forth by their supervisor.
- 25. Failure of an employee to maintain their work area in a sanitary manner, in line with the general practices of good housekeeping.
- 26. Repeatedly absent from work and/or tardy to work or any absence without notice.
- 27. Misrepresenting or providing false or dishonest information regarding an absence.
- 28. Violation of the personnel policies or the spirit and intent of this Handbook or any other stand-alone policies in effect from time to time.
- 29. Dishonesty in any form

Employment is at the mutual consent of the employee and CASA. Accordingly, either the employee or CASA can terminate the employment relationship at will, at any time, with or without cause or advance notice.

#### ATTENDANCE POLICY

Attendance and punctuality are important to the efficient operation of any business. Good attendance and punctuality are essential components of solid employee performance and are measured by objective standards. All employees should be at their work station and ready to work at the start of their shift. Poor attendance and tardiness disrupt productivity and make it difficult to function effectively; therefore, excessive absenteeism and tardiness will not be acceptable employee conduct.

## **Absences**

Absence is the failure to report for work and to remain at work as scheduled, including late arrivals of 30 minutes or more and early departures, as well as absence for an entire day. On occasion, employees may have reason to be absent from work. On these occasions, employees are expected to personally contact their immediate supervisor within one-half hour of the employee's scheduled starting time with an honest reason or explanation regarding the absence. The use of texting and email are not acceptable to communicate an absence. If an employee is unable to reach their supervisor within this time period, the employee shall telephone the office and leave a message with the Executive Director. If an employee becomes sick during the day, his/her supervisor must be notified before the employee leaves the work site. Failure to follow these procedures will result in treatment of the day as an unexcused absence and can result in disciplinary action, including termination.

Excessive "unexcused" absences may subject an employee to disciplinary action, including possible termination. An "unexcused" absence is defined as any absence for which advance approval is not requested.

Failure of an employee to notify the immediate supervisor regarding their absence within 24 hours of their regular starting time may subject an employee to immediate termination.

## **Tardies**

Employees are responsible for being present at the correct time each day and ready to work at their assigned time. If employees are unable to report to work at their assigned time, they will be considered tardy. These individuals are to personally report the tardy to their supervisor (or the Executive Director, if unavailable) as far in advance as possible, but in no case later than their scheduled starting time. Failure to make the appropriate notification may result in disciplinary action, up to and including possible termination.

#### **GENERAL GUIDELINES**

#### **Work Schedule**

Employees' work schedules are determined by their supervisor. CASA's office hours are Monday through Friday, 8:00 a.m. to 4:30 p.m.

## **Alcohol and Drug Abuse**

Drug and alcohol use is highly detrimental to the work place and to the efficiency and productivity the employer desires to promote. The use, possession, distribution or sale of drugs or alcohol, or being under the influence of drugs or alcohol, is strictly prohibited while on duty, while on the employer's premises or while operating a vehicle of the employer. Violation of this policy will result in disciplinary action, up to and including termination.

#### **Telephone Policy**

Employees are requested to keep the receiving of personal telephone calls to emergencies only, and the making of all telephone calls to business only, except in the case of personal emergency. Friends and relatives shall be discouraged from calling during regular working hours unless there is an emergency. Under no circumstances should an employee make or charge a long-distance call to CASA unless it is work-related and approved by the employee's supervisor.

## **Use of Tobacco Products**

CASA is committed to a philosophy of good health and a safe work place. It is important that the work environment reflect CASA's concern for good health. With this in mind, employees may only use tobacco products, which include any electronic device that delivers nicotine or other vaporized liquids to the person inhaling from the device, including but not limited to an electronic cigarette, cigar, pipe or hookah, in designated areas.

#### Personal Appearance

In the interest of the projection of a professional image to those we serve and others with whom we come in contact, employees are expected to exercise appropriate judgment with regard to personal appearance, dress and grooming to be most effective in the performance of their workplace duties.

CASA allows reasonable self-expression through personal appearance, unless it conflicts with an employee's ability to perform his or her position effectively or with his or her specific work environment, or it is regarded as offensive or harassing toward co-workers or others with whom CASA conducts business. Certain employees may be required to meet special dress, grooming, and hygiene standards, such as wearing uniforms or protective clothing, depending on the nature of their job.

Unless expressly stated otherwise, the dress code at CASA is business professional for all employees who are attending court, meeting with a donor, conducting employee or volunteer interviews, attending committee meetings, and at any other time designated by the organization as "business professional dress" required." Employees who do not fall into one of these categories may wear business casual dress.

CASA will reasonably accommodate an employee's religious beliefs in terms of workplace attire unless the accommodation creates an undue hardship. Further, employees should note that accommodation of religious beliefs in terms of attire may be difficult in light of safety issues. Those requesting a workplace attire accommodation based on religious beliefs should contact the Executive Director.

An employee reporting to work in violation of this policy will be sent home, without pay, and not permitted back to work until dressed in accordance with CASA policy. If there are any questions as to what constitutes proper attire at any time, the Executive Director shall be consulted.

## **Employee Identification Cards**

The CASA Kane County Staff Identification Card is a vital part of the courthouse security and identification system. Through its partnership with the 16<sup>th</sup> Judicial Circuit, CASA issues all employees an identification card to access the CASA Office before, during and after business hours. The identification card is nontransferable and may not be used by anyone other than the employee to whom it belongs. Use of the identification card to access the CASA Office and courthouse before or after hours is strictly limited to business purposes. Abuse of an identification card by an

employee for personal use will result in discipline including revocation of card privileges up to termination of employment. Employees must surrender their identification cards when their employment with CASA ends. If an employee loses his/her card, he/she should notify the Executive Director or Executive Office Administratorand Courthouse Security immediately.

## **Professional Conduct**

The courtesy of CASA's employees to each other, as well as customers, salespersons, and vendors from other companies is of the utmost importance. Discourteous, rude, or inattentive behavior toward another employee, customer, vendor, or representative from other companies will not be tolerated. All employees are to remember that insubordination or unprofessional conduct toward those we serve, supervisors, or fellow employees, may be cause for disciplinary action, up to and including possible termination.

It is also a policy of CASA that as a requirement of professional conduct, employees maintain a high level of ethical standards. Lying, deceiving, or otherwise withholding information from either management or another employee which could be detrimental to the business is prohibited. Disciplinary action, up to and including termination, may be implemented for employees who do not follow this policy.

#### **Foster Parent Exclusion**

In order to prevent the appearance of, or actual, conflict of interest, CASA does not permit volunteers or employees to act as foster parents to children whose cases originate in or are pending in Kane County. Since the organization is appointed to 100% of the cases in the 16th Judicial Circuit abuse and neglect court, the potential for conflict is unavoidable. However, CASA does not prohibit a volunteer or employee to act as a foster parent for children in care whose cases originated in a county other than Kane.

## **Good Housekeeping**

Each employee is expected to keep his/her work area in a reasonably neat and clean fashion, and to turn off lights in his/her work area prior to leaving for the day. It is requested that employees clear their work areas as much as possible each evening.

### **Presence on CASA Property When Not on Duty**

Employees shall not remain on CASA property during times other than when they are on duty.

## **Gratuities**

Every individual we serve is entitled to efficient and courteous service. Since such service is given impartially to all, tips or gratuities are not expected. Therefore, employees are not allowed to accept tips or gratuities over a \$25.00 value from those individuals we serve, or visitors. If an individual presses an employee to accept such a gift, the employee should thank him/her, but explain that CASA policy makes it impossible to accept.

## **Trade Secrets/Confidential Information**

The protection of confidential information and trade secrets is essential both for CASA and its employees' future security. To protect such information, employees may not disclose any trade secret or confidential information (whether labeled same or not), including financial information, as well as information (whether in document form or simply spoken as part of normal business discussions), to any individual. Employees who are exposed to confidential, sensitive, or proprietary information about CASA, its customers, or its processes may be required to sign a Trade Secret and Non-Disclosure Agreement as a condition of employment. Regardless of whether the employee is still employed by CASA, he/she may not disclose trade secrets or confidential CASA information; persons still employed who do so are subject to disciplinary action, up to and including possible termination.

## **CASA Property, Security, Privacy and Searches**

Desks, storage areas, work areas, lockers, file cabinets, credenzas, computer systems, office telephones, modems, facsimile machines, duplicating machines and CASA vehicles are CASA property and must be maintained according to this policy. All such areas and items must be kept clean and are to be used only for work purposes, except as provided in this policy. CASA reserves the right, at all times, and without prior notice, to open, inspect and search any and all CASA property, as well as the contents, effects, or articles that are on CASA property, for the purpose of determining whether this policy or any other CASA policy has been violated, or whether such inspection and investigation is necessary

for purposes of promoting safety in the workplace or compliance with state and federal laws. Such inspections may be conducted during or after business hours and in the presence or absence of the employee.

CASA's computer systems and other technical resources, including any voice mail or e-mail systems, are provided for use in the pursuit of CASA business and are to be reviewed, monitored and used only in that pursuit, except as provided in this policy. As a result, computer data, voice mail, and e-mail are readily available to numerous persons. If, during the course of an individual's employment, an employee performs or transmits work on CASA's computer systems or other technical resources, his/her work may be subject to the investigation, search and review of others in accordance with this policy. In addition, any electronically stored information and communications that an employee either sends to or receives from others may be retrieved and reviewed where such investigation serves the legitimate business interests and obligations of CASA.

Employees have no right of privacy as to any information or file maintained in or on CASA property or transmitted or stored through CASA's computer systems, voice mail, e-mail, or other technical resources. For purposes of inspecting, investigating, or searching employee's computerized files or transmissions, voice mail, or e-mail, CASA may override any applicable passwords or codes in accordance with the best interests of CASA, its employees, or its clients, customers, or visitors. All bills and other documentation related to the use of CASA equipment or property are the property of CASA and may be reviewed and used for purposes that CASA considers appropriate.

Employees may access only files or programs, whether computerized or not, that they have permission to enter. Unauthorized review, duplication, dissemination, removal, damage or alteration of files, passwords, computer systems or programs, or other property of CASA, or improper use of information obtained by unauthorized means, may be grounds for disciplinary action, up to and including termination.

## Solicitation and Distribution of Literature

In order to ensure efficient operation of CASA's business and to prevent disruption to employees, CASA has established control of solicitations and distribution of literature on CASA property. CASA has enacted rules applicable to all employees governing solicitation, distribution of written material, and entry onto the premises and work areas. All employees are expected to comply strictly with these rules. Any employee who is in doubt concerning the application of these rules should consult with his or her supervisor.

No employee shall solicit or promote support for any cause or organization during his or her working time or during the working time of the employee or employees at whom such activity is directed.

No employee shall distribute or circulate any written or printed material in work areas at any time, or during his or her working time or during the working time of the employee or employees at whom such activity is directed.

Under no circumstances will non-employees be permitted to solicit or to distribute written

material for any purpose on CASA property.

## **Political Endorsements**

It is in the best interest of CASA and those that are served by the organization to develop and further positive relationships with all constituents in our county and surrounding areas. As such, CASA does and will not endorse any political party, candidate, platform or campaign. Volunteers and staff are strictly prohibited from using their position with the organization to allow any person or entity to use the name of "CASA" or their position with CASA to promote a person or cause for political gain.

## **Media Contact**

Employees shall be advised that only the Executive Director or the Board of Directors are authorized to speak to the media. Therefore, any such inquiries shall be referred to them.

## **HIPAA Statement**

The Standards for Privacy of Individually Identifiable Health Information ("Privacy Rule") establishes a set of national standards for the protection of certain health information. The U.S. Department of Health and Human Services issued the Privacy Rule to implement the requirement of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The Privacy Rule standard addresses the use and disclosure of individuals' health information – called

"protected health information" by organizations subject to the Privacy Rule – called "covered entities," as well as standards for individuals' privacy rights to understand and control how their health information is used.

A major goal of the Privacy Rule is to assure that individuals' health information is properly protected while allowing the flow of health information needed to provide and promote high quality health care and to protect the public's health and well-being. The Rule strikes a balance that permits important uses of information, while protecting the privacy of people who seek care and healing.

All employees are required to comply with all Privacy Rule requirements. Employees with questions in this area are to contact the Executive Director.

## **Accepting Outside Work**

The nature of CASA's business requires the complete commitment of full-time employees. Accordingly, outside jobs are discouraged for full-time employees and must be reported to the Executive Director, in writing.

### **Conflicts of Interest**

Employees may not participate in any business or personal activities that conflict with the nature of CASA's business without first securing approval of the Executive Director. Such activities may include, but are not limited to, providing similar services to any person or business other than those authorized by CASA, or representing one's self as an employee of CASA in order to make personal gains.

Because not all conflicting areas can be covered in this policy, employees shall contact the Executive Director if they have any difficulty determining whether or not an activity is considered a conflict of interest.

### **Dedication of Services**

Employees agree that while they are employed by CASA, during CASA's normal business hours, each employee shall devote his/her entire productive time, ability and attention to the business of CASA. The employee further agrees that during the period of employment by CASA, he/she will not, without CASA's prior written consent, directly engage in any employment, consulting, or other activity which would conflict with an employee's employment obligations to CASA.

### **Personal Use of CASA Property**

Employees are prohibited from using employer property, such as stationery, letterhead, name, logo, or equipment for personal use, without the express permission of the Executive Director.

#### Supplies

Any supplies needed to perform job functions may be obtained from an employee's supervisor.

#### Guests

CASA permits guests to visit employees during working hours on a limited basis only.

## Video Surveillance

Employees may be subject to video surveillance on other premises in which they perform work duties, not owned or operated by CASA.

### VIOLENCE PREVENTION POLICY

If an employee displays any violence in the workplace or threatens violence in the workplace, the employee is subject to disciplinary action, up to and including immediate termination. Talk of violence or joking about violence will not be tolerated.

"Violence" is defined to include physically harming another, shoving, pushing, harassment, intimidation, coercion, brandishing weapons, and threats or talk of violence.

CASA is committed to providing a safe environment for employees, customers, and visitors. In order to provide a safe workplace, employees shall note the following:

CASA fax machines, copiers and mail systems, including e-mail, are for business purposes. Personal business should not be conducted through these business systems. Voicemail messages may be retrieved by CASA and e-mail messages may be reviewed. Statements made while an employee is talking on the telephone may be heard by another person in the same area. Any such voicemail messages, e-mail messages, or overheard conversations that reference any violence or threats of violence are subject to this policy.

It is everyone's business to prevent violence in the workplace. Everyone can help by reporting what they see or hear in the workplace that could indicate that a co-worker is in trouble. Often, employees are in a better position than management to know what is happening to those with whom they work.

Employees are encouraged to report any incident that may involve a violation of our policies that are designed to provide a comfortable and safe workplace environment. Concerns should be presented to Human Resources, a supervisor, or higher management. All reports will be investigated.

### WEAPON PROHIBITION

The possession or use of any type of weapon in the CASA Office or while discharging one's duties as an employee or volunteer of CASA is prohibited. Weapons include, but are not limited to: firearms, ammunition, air guns, spear guns, blowguns, airsoft guns, paint pellet guns, martial arts weapons, bows and arrows, crossbows, swords, knives, batons, clubs, TASERS, stun guns, and explosives of any type. Anyone found in possession of a weapon in violation of what is set forth herein may be subject to disciplinary or criminal proceedings. CASA shall promptly notify Courthouse Security if it is discovered that an employee or volunteer has brought a weapon on campus.

#### CELLULAR TELEPHONE POLICY

This policy outlines the use of personal cellular telephones at work, the personal use of business cellular telephones and the safe use of cellular telephones by employees while driving.

### **Personal Cellular Telephones**

While at work employees are expected to exercise the same discretion in using personal cellular telephones as is expected for the use of CASA telephones. Excessive personal calls/texts during the workday, regardless of the telephone used, can interfere with employee productivity and be distracting to others. A reasonable standard CASA encourages is to limit personal calls/texts during work time to no more than one per day, as needed. Employees are, therefore, asked to make any other personal calls/texts during non-work time, where possible, and to ensure that friends and family members are aware of CASA's policy. Flexibility will be provided in circumstances demanding immediate attention.

## Personal Use of CASA-Provided Cellular Telephones

Where job or business needs demand immediate access to an employee, CASA may issue a business cellular telephone to an employee for work-related communications. In order to protect the employee from incurring a tax liability for the personal use of this equipment, such telephones are to be used for business reasons only. Telephone logs will be audited regularly to ensure no unauthorized use has occurred.

Employees in possession of CASA equipment such as cellular telephones are expected to protect the equipment from loss, damage or theft. Upon resignation or termination of employment, or at any time upon request, the employee may be asked to produce the telephone for return or inspection. Employees unable to present the telephone in good working condition within the reasonable time period requested may be expected to bear the cost of replacement.

## Safety Issues for Cellular Telephone Use

CASA expects its employees to adhere to both legal and common sense safety requirements. Several states, including Illinois, prohibit individuals from texting, checking emails, etc. while driving. However, even when not expressly prohibited by law, to help keep the roads safe for both our employees and others, Employees are expected to refrain from using their telephone while driving. Employees are also not permitted to use an electronic wireless communications device to write, send, or read e-mail or text-based communication while operating a motor vehicle. Safety must come

P•A•S Associates ©2019 before all other concerns. Regardless of the circumstances, employees are expected to pull off to the side of the road and safely stop the vehicle before placing or accepting a call. If acceptance of a call is unavoidable and pulling over is not an option, employees are expected to keep the call short, use hands-free options and keep their eyes on the road. If employees do not have a hands-free option, they should always pull off the road to a safe location to answer the telephone or refrain from answering the call altogether. Special care should be taken in situations where there is traffic, inclement weather, or the employee is driving in an unfamiliar area.

Employees whose job responsibilities do not specifically include driving as an essential function, but who are issued a cellular telephone for business use, are also expected to abide by the provisions above. Under no circumstances are employees allowed to place themselves or others at risk to fulfill business needs.

Employees who are charged with traffic violations resulting from the use of their telephone while driving will be solely responsible for all liabilities that result from such actions.

Violations of this policy will be subject to the highest forms of discipline, including termination.

## **Special Responsibilities for Managerial Staff**

As with any policy, management staff is expected to serve as a role model for proper compliance with the provisions above and are encouraged to regularly remind employees of their responsibilities in complying with this policy.

### PERFORMANCE EVALUATIONS

Performance evaluations are an important part of CASA's personnel policies. They provide an objective and consistent way to gauge each employee's on-the-job effectiveness. The evaluation process should inform employees of their standing in CASA and communicate expected standards of performance. This method will provide each employee with an opportunity to note major accomplishments and progress, as well as performance problems. It is also used to discuss work standards, areas where improvement is needed, goals for the following performance period, career development potential and possible opportunities.

All new employees shall receive performance evaluations in the first 30 days, 90 days and six months of employment. Following one year of active and continuous employment with CASA, all employees shall receive bi-annual performance evaluations.

# INTERNET AND ELECTRONIC COMMUNICATIONS CODE OF CONDUCT

Access to the Internet has been provided to staff members for the benefit of the organization and its customers. It allows employees to connect to information resources around the world. Every staff member has a responsibility to maintain and enhance CASA's public image, and to use the Internet in a productive manner. To ensure that all employees are responsible, productive Internet users, and are protecting CASA's public image, the following guidelines have been established for using the Internet.

## **Acceptable Uses of the Internet**

Employees accessing the Internet are representing CASA. All communications should be for professional reasons, including use of e-mail. Employees are responsible for seeing that the Internet is used in an effective, ethical, and lawful manner. Internet Relay Chat channels may only be used to conduct official CASA business, such as to gain technical or analytical advice. Databases may be accessed for information as needed. E-mail may be used for business contacts.

# **Unacceptable Use of the Internet**

The Internet should not be used for personal gain or advancement of individual views. Solicitation of non-CASA business, or any use of the Internet for personal gain is strictly prohibited. Use of the Internet must not disrupt the operation of CASA network or the networks of other users. It must not interfere with productivity. The Internet should not be used to access or download information from sites that include content that would violate CASA's policies against unlawful harassment or discrimination based on any protected category.

### Social Media and Similar Forms of Communication

Employees shall not engage in "blogging," "tweeting", or similar forms of communication while on CASA work time and/or while using CASA equipment, unless such communication is for CASA business. Employees who engage in "blogging," "tweeting", or similar forms of communication on personal time outside of work must comply with this policy. Employee blogs or posts shall not contain anything inconsistent with CASA's unlawful harassment or equal opportunity practices.

Employees shall maintain the confidentiality of CASA's trade secrets and private or confidential information. Trade secrets may include information regarding the development of systems, processes, products, know-how, and technology. Employees are prohibited from posting internal reports, policies, procedures, or other internal business-related confidential communications.

Employees shall always be fair and courteous to fellow associates, customers, members, suppliers, or people who work on behalf of CASA, and also keep in mind that an employee is more likely to resolve work-related complaints by speaking directly with his or her co-workers or by utilizing CASA's Open Door Policy, rather than by posting complaints to a social media outlet. Nevertheless, if an employee decides to post complaints or criticism, he or she shall avoid using statements, photographs, video, or audio that could reasonably be viewed as malicious, obscene, threatening, or intimidating; that disparage customers, members, associates, or suppliers; or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion, or any other status protected by law or CASA policy.

Employees shall refrain from using social media during work time or on equipment CASA provides, unless it is work-related and authorized by an employee's supervisor, or is consistent with CASA's equipment policies. Employees may not use CASA email addresses to register with social networks, blogs, or other online tools utilized for personal use.

Employees are expected to always be honest and accurate when posting information or news, and should they make a mistake, correct it quickly, as well as be open about any previous posts they have altered.

Employees shall remember the Internet archives almost everything; therefore, even deleted postings can be searched. Employees shall never post any information or rumors that they know to be false about CASA, fellow associates, members, customers, suppliers, people working on behalf of CASA, or competitors.

In addition, employees should remember that blogs and posts are accessible by the entire public. Employees who violate this policy will be subject to disciplinary action, up to and including termination. Nothing in this policy is intended to preclude or dissuade discussions among employees about their wages, terms and conditions of employment, or other legally protected or required activities.

## **Communications**

Each employee is responsible for the content of all text, audio, or images he or she places or sends or causes to be received over the Internet and/or cellular telephones at work or when using CASA systems. Fraudulent, harassing or obscene messages are prohibited. All messages communicated on the Internet should have an employee's name attached. No messages will be transmitted under an assumed name. Users may not attempt to obscure the origin of any message. Information published on the Internet should not violate or infringe upon the rights of others. No abusive, profane, or offensive language is to be transmitted through the system. Employees who wish to express personal opinions on the Internet are encouraged to obtain their own user names on other Internet systems. All messages composed, sent, or received through the electronic communication systems are and remain the property of CASA. They are NOT the private property of any employee, and should not be considered private. CASA reserves and intends to exercise the right to review, audit, intercept, access, print, read, and disclose all messages created, received, or sent over the electronic communication systems for any purpose. Please note that even when a message is deleted, it is still possible to recreate the message; therefore, ultimate privacy of messages cannot be guaranteed to anyone.

### **Software**

To prevent computer viruses from being transmitted through the system there will be no unauthorized downloading of any software. All software downloads will be done through CASA's third-party contractor.

## **Copyright Issues**

Copyright materials belonging to entities other than CASA may not be transmitted by staff members on the Internet. One copy of copyrighted material may be downloaded for an employee's personal use in research. Users are not permitted to copy, transfer, rename, add, or delete information or programs belonging to other users unless given express permission to do so by the owner. Failure to observe copyright or license agreements may result in disciplinary action from CASA or legal action by the copyright owner.

#### Security

All messages created, sent, or retrieved over the Internet are the property of CASA, and should be considered public information. CASA reserves the right to access and monitor all messages and files on the computer system as deemed necessary and appropriate. Internet messages are public communication and are not private. All communications including text and images can be disclosed to law enforcement or other third parties without prior consent of the sender or receiver.

### **Harassment**

All electronic communications shall comply with the Equal Employment Opportunity and Discrimination Policy, Policy Against Unlawful Harassment, and the Solicitation/Distribution Policy. In no circumstance are the electronic communication systems to be used to create or forward any offensive or disruptive messages, or any message that might constitute (or indicate the condoning or encouragement of) harassment, lewd, illicit, or illegal activities. Among those which are considered offensive, are any messages which contain sexual implications, racial slurs, gender specific comments, or any other comment that offensively addresses someone's age, sexual orientation, religious or political beliefs, national origin, or disability. The electronic communication systems may not be used to solicit for commercial ventures, religious or political causes, outside organizations, or other non-job-related solicitations. Employees learning of any misuse of the voicemail/e-mail system or violations of this policy shall notify the Executive Director.

#### **Violations**

Violations of any guidelines listed above may result in disciplinary action, up to and including termination. If necessary, CASA will advise appropriate legal officials of any illegal violations.

### **GRIEVANCE PROCEDURE**

CASA wishes to provide each employee the opportunity to address his or her concerns. Accordingly, it has established the following grievance procedure that is available to all employees. Please note CASA will make efforts to resolve an employee's grievance promptly. Employees shall note CASA's Open Door Policy and that CASA encourages responses from its employees and wishes to assist in alleviating misunderstanding or uncomfortable situations in the work environment. For complaints or concerns regarding issues addressed in the Equal Employment Opportunity Commitment Policy and the Policy Against Sexual Harassment, employees should follow those policies to immediately bring their concerns to the attention of the Executive Director or Board of Directors.

The following is a guideline of the steps that should be taken by an employee and the order in which they should be taken:

<u>Step 1</u> - Within five working days of an incident or problem giving rise to an employee's grievance, the employee is to discuss the problem with his/her immediate supervisor. In most instances, a friendly talk with the supervisor can solve a problem to an employee's satisfaction. The grievance shall be treated in a business-like manner. The supervisor shall consider the concerns, investigate when appropriate, and provide the employee with an answer within five working days, unless additional time is required under the circumstances.

Step 2 - If the problem is not resolved at Step 1 or if an employee is uncomfortable discussing an issue with his/her supervisor, an employee may arrange an appointment to meet with the Executive Director in order to reach a solution. A request for such a meeting shall be made within three working days after the employee receives a response from the supervisor or within five working days of the incident or problem if the employee is uncomfortable speaking to the supervisor. If no response is received from the supervisor, the employee may arrange the above-described meeting and should do so within three days of the time the supervisor should have responded. A meeting will be scheduled promptly

in an attempt to resolve the problem. The grievance will receive attention from the Executive Director, who will provide the employee with a written response within five working days, unless additional time is required under the circumstances.

Step 3 - If the problem is not resolved at Step 2 or if an employee is uncomfortable discussing an issue with the Executive Director, an employee may arrange an appointment to meet with the Board of Directors in order to reach a solution. A request for such a meeting shall be made within three working days after the employee receives a response from the Executive Director or within five working days of the incident or problem if the employee is uncomfortable speaking to the Executive Director. A meeting will be scheduled promptly in an attempt to resolve the problem. The grievance will receive attention from the Board of Directors, who will provide the employee with a written response within five working days, unless additional time is required under the circumstances.

Any decision rendered by the Board of Directors must be regarded as final and binding on all parties. Nothing in this Grievance Procedure changes the at-will employment relationship.

### TIMEKEEPING PRACTICES

An employee's timesheet is the record of his or her hours worked, from which a payroll check is computed. Care should be taken to see that each employee's timecard is an accurate record of time worked. If for any reason an employee's timecard is incorrect, the employee shall see his/her supervisor immediately so that the error or omission can be corrected and initialed by both the employee and the supervisor. *CASA rounds timecard entries to the nearest quarter hour.* 

The following rules must be observed regarding timecards:

- Employees should not "punch in" more than six minutes before or "punch out" more than six minutes after their shift. Exceptions are permissible only when an employee has received advance permission by his/her supervisor to work outside the scheduled work hours. Punching in after the employee's scheduled start time is considered tardy regardless of the time rounding.
- 2. Employees are not permitted to record any time on another employee's timecard.
- 3. Employees must be at their station or work area ready to work at their assigned time.
- 4. Employees may not perform any work if not "punched in." No off-the-clock work is allowed. If an employee performs work without being "punched in," the employee should inform the Executive Director immediately. CASA will pay for all hours worked.
- 5. Employees' timecards shall note the time in and the time out for meal periods or whenever leaving the premises for personal reasons.
- 6. Timecards are the property of the employer and any unauthorized destruction, use, or removal may result in termination.
- 7. Overtime must be authorized by an employee's supervisor before it is worked. Working overtime without preauthorization by the supervisor and/or without adequate justification may be cause for disciplinary action, up to and including termination.
- 8. Any modifications or alterations on an employee's timecard must be initialed by his/her supervisor and, if found after paychecks have been written, corrections will be made on the following paycheck.
- 9. Employees should sign their timecards at the end of each pay period, provided they are completely correct.

Please note that for someone other than the employee to pick up a paycheck, they must possess a note written and signed by the employee, or have pre-authorization by the employee on the Employee Information Sheet.

### TERMINATION PROCEDURES

### **Payment Upon Termination**

The final paycheck for employees who are discharged, resign or are terminated will be provided on the next regular scheduled payday.

## **Severance Pay**

CASA does not maintain a formal severance pay policy or provide severance pay to employees who separate from its employ for any reason. Severance pay should therefore not be expected. However, CASA reserves the right to make exceptions to this policy in its sole and absolute discretion.

## **Return of CASA Property**

CASA property such as uniforms and keys must be returned by each employee at the time the final paycheck is provided.

### **Notice of Intent to Leave Employment**

If an employee leaves employment for any reason, a two-week notice to CASA is appreciated but not required. All employees will be asked to complete an exit interview at the time of their departure.

### **Exit Interview**

The Executive Director or her designee will make every attempt to schedule an exit interview with each employee who leaves CASA, regardless of the reason. This interview allows employees to communicate their views on their work with CASA and the job requirements, operations, and training needs. It also provides the employee an opportunity to discuss issues concerning benefits and insurance. At the time of the interview, employees are expected to return all CASA-furnished keys and material. Arrangements for clearing any outstanding debts with CASA and to receive final pay also are to be made at this time.

### **GENERAL SAFETY GUIDELINES**

Every employee is asked to cooperate in helping to promote safety and to prevent accidents to themselves, as well as to other employees, customers, and visitors. Upon hire, each employee is provided with CASA's "Code of Safe Practices" for their review and signature. It is the employee's responsibility to observe all safety rules established for the employee's protection and guidance, abide by all laws and regulations, use safety equipment and devices provided or required, and to always work in a manner which safeguards the employee and fellow workers. In the event of an injury on the job, it is the employee's responsibility to promptly obtain first aid and to report the injury to the appropriate supervisor.

In order to work safely, an employee needs to be rested, alert, and constantly aware of what is going on around them, being particularly watchful for recognizable hazards. Employees must know the correct, safe procedures for their job and, if the employee has any doubt, they are to stop and ask their supervisor.

By obeying safe work rules (some of which are listed below), as well as any other special instructions received (such as CASA Written Injury and Illness Prevention Program), and by using common sense and good judgment, employees will be doing their part in sharing with CASA an important job responsibility -- THE PREVENTION OF ACCIDENTS. A lack of safety know-how or an indifference to safety could result in an injury to an employee or others, because accidents don't just happen, they are caused!

As well, all employees are to note and remember the following safety rules:

- 1. Report to work able to perform the essential functions of the position the employee is performing, with or without reasonable accommodation.
- 2. Observe chemical safety requirements, including the handling of same. If unclear or questions arise, see the appropriate supervisor immediately. Safety Data Sheet (SDS) forms are available for all employees' reference.
- 3. The use, possession, or being under the influence of intoxicating beverages or drugs on the job is prohibited.
- 4. Understand work assignments and make certain employees are fully qualified for the job.

- 5. Firearms are not permitted on the job unless for a special purpose by permit and permission of the Board of Directors only. If there is any doubt, ask.
- 6. Look for hazards, unsafe conditions, or practices and report them immediately to a supervisor, unless an employee can correct the situation safely, and then report it.
- 7. Learn and follow the specific safety regulations that apply to each employee's job. If an employee doesn't know or understand the regulations that apply to his/her job, he/she is to ask his/her supervisor.
- 8. Use the safety equipment and devices provided for employee's protection, i.e., eye wash facilities.
- 9. Only operate and/or repair machinery, equipment or electrical circuits if qualified to do so.
- 10. When lifting heavy objects, lift with leg muscles not the smaller muscles of the back. Get help for lifting or moving heavy objects.
- 11. Each employee is to do his/her part to help keep work areas clean and free of debris and other tripping hazards.
- 12. Know where emergency equipment is located, such as fire extinguishers, first aid supplies, lifesaving equipment, etc., and report the use of any emergency equipment so that it can be replaced.
- 13. If injured in any way, an employee is to report it to his/her supervisor immediately and obtain first aid or authorized medical treatment. If an employee needs to visit a doctor for any reason, he/she is to notify their supervisor at once.
- 14. Disregard of safe work practices, any of these rules or other safety instruction is cause for disciplinary action, including termination.

#### SUBSTANCE ABUSE POLICY

To help ensure a safe work environment, it is the policy of CASA to prohibit its employees from using, possessing, selling, distributing, being under the influence of or transporting any prohibited items, while on the job, on CASA-owned, leased, occupied, or operated property, or while in or aboard CASA vehicles of any kind. Such use, possession, sale, distribution, being under the influence of, and/or transportation of such articles by any person, poses a serious threat to the safety of CASA employees and visitors to CASA operations and/or facilities.

It is not CASA's intent to interfere with employee conduct while off the job; however, since employees are accountable for their job performance, off-the-job alcohol or drug use which adversely affects job performance or jeopardizes an employee's safety or the safety of others on the job, will be grounds for disciplinary action, up to and including termination.

CASA reserves the right to conduct searches and inspections of CASA employees and equipment.

### NOTIFICATION OF CHANGES

It is the responsibility of each employee to immediately advise Executive Director or the Executive Office Administrator of any change in his/her name, address, telephone number, or marital status (completing a new W-4, as appropriate).

## PROPERTY OF THE EMPLOYER

It is the policy of CASA to maintain all personnel files as CASA property; however, in line with State law, an employee's personnel file is available for inspection upon request of the Executive Director.

### MANNER IN WHICH PERSONNEL RECORDS WILL BE MAINTAINED

Personnel files for current or former employees will be maintained in a confidential manner. Only designated persons are authorized to disclose information regarding employees to anyone outside CASA. This includes letters of reference. The Executive Director shall be advised of any such requests for information.

The Executive Director will normally verify, upon request, only a former employee's dates of employment, position or positions held, and final rate of pay. A written disclosure authorization and release may be required before any information is furnished.

With respect to employment verifications, the Executive Director will verify, upon written request only, an employee's wages and length of employment.

#### EMPLOYEE ACKNOWLEDGEMENT AND AGREEMENT FORM

This is to acknowledge that I have read and reviewed a copy of the Employee Policy Handbook, understand that it contains important information on CASA's general personnel policies and on my privileges and obligations as an employee.

I acknowledge and agree that I am expected to read, understand, and adhere to CASA policies and will familiarize myself with the material in the handbook. I understand that I am governed by the contents of the handbook and that CASA may change, rescind, or add to any policies, benefits, or practices described in the handbook from time to time in its sole and absolute discretion, with or without prior notice. CASA will advise employees of material changes within a reasonable time.

I also understand and agree that the use, possession, sale, distribution, being under the influence of or transportation of any prohibited items, while on the job, on CASA-owned, leased occupied or operated property, or while in or aboard CASA vehicles of any kind, is prohibited.

I understand and agree that if I drive a CASA-owned vehicle, my personal or a rental vehicle for CASA business, I must immediately inform the Board of Directors/Executive Team if my driver's license is suspended, revoked or expires; if I receive a driving-under-the-influence (DUI) citation; or if I am in an automobile accident. I also understand that if I drive my personal or a rental vehicle for CASA business, I must also immediately inform the Executive Director if my automobile insurance expires or is canceled. Furthermore, I understand that my failure to immediately report the foregoing circumstances to the Executive Director is cause for disciplinary action, up to and including immediate termination.

I understand and agree that CASA does not promise or guarantee a minimum length of employment and employment at CASA is employment at-will. Employees at-will may be terminated with or without cause, with or without notice, at any time, by either CASA or the employee. I also understand and agree that CASA retains the right to demote, transfer, change my job duties, and change my compensation at any time, with or without notice, and with or without cause, in its sole discretion.

I understand and agree the at-will employment status of any employee may be modified or amended <u>only</u> by an express <u>written</u> agreement signed by the employee and the Board of Directors, and such written agreement must specifically reference the at-will provision of this handbook and expressly waive such provision. I also understand that no employee, officer, or representative of CASA other than the Board of Directors is authorized to modify or amend the at-will nature of the employment relationship of any employee. I understand that nothing in this handbook or any other document or statement, whether written or oral, shall limit the right of the employee or CASA to terminate the employment relationship at any time, with or without cause, and with or without notice.

I further understand and agree that this acknowledgement form contains a full and complete statement of the agreements it recites, including the at-will employment statement and supersedes all previous agreements, whether written or oral, express or implied, relating to the subjects covered in the acknowledgement.

EMPLOYEE'S SIGNATURE	DATE	
EMPLOYEE'S NAME (Typed or Printed)	-	

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### EMPLOYEE ACKNOWLEDGEMENT FORM

CASA Kane County's Employee Handbook describes important information about the organization, and I understand that I should consult the Executive Director regarding any questions not answered in the Employee Handbook. I have entered into my employment relationship with CASA voluntarily, and I acknowledge that there is no specific length of employment. Accordingly, either I or CASA Kane County can terminate the relationship at will, with or without cause, at any time, so long as there is no violation of applicable federal, state, or local law.

I understand that revised information may supercede, modify, or eliminate existing policies. Because the information, policies, and benefits described here are necessarily subject to change, I acknowledge that revisions to the Employee Handbook may occur. Only the Executive Director and/or Board of Directors has the authority to adopt any revisions to the Employee Handbook or to modify CASA's policy of employment at-will and any revision to employment -at-will must be in writing and signed by both the Executive Director and the Board of Directors.

<u>Furthermore</u>, I acknowledge that the Employee Handbook is not a contract of employment. I have received the Employee Handbook, and I understand that it is my responsibility to read and comply with it and any revisions made to it.

I further agree that I may not and will not rely upon statements that are inconsistent with this Employee Acknowledgement Form unless they are reduced to writing and signed by the Executive Director.

Finally, I acknowledge that I have read, understand, and agree to strictly abide by CASA Kane County's BEqual Employment Opportunity and Nonretaliation Policy, Disclosure and Nonretaliation Policy, and Sexual and Other Discriminatory Harassment Policy. I understand that use of CASA's e-mail, telecommunications, and office equipment constitutes consent to monitoring the use of this equipment and that CASA has the right to search its property for, but not limited to, prohibited property, records, evidence of wrongdoing, etc., as described in the Employee Handbook.

DATE	
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