

# **ADULT CENTER OF PRESCOTT, INC. POLICY AND PROCEDURE MANUAL**

## **Chapter 2. Other Staff of the Adult Center of Prescott.**

### **2.1 GENERAL**

2.1.A Adult Center staff serve the Adult Center and its members. There may be no conflicts of interest. Staff must advise the Executive Director should there be any concern that a conflict exists or might arise. Each employee shall receive a copy of the Manual and sign a copy of Appendix B to Part 1 of this Manual, the Conflict of Interest statement annually at the time of the performance review. Staff may not use positions at the Adult Center to further their own interests, financial or otherwise, and may accept no gifts or gratuities as an inducement to perform or not to perform. (The exception being that employees may accept gifts from members so long as the gift's value does not exceed \$25.) Proselytizing of any sort is also prohibited.

2.1.B All information about members and other users of the Adult Center is confidential. Staff may not divulge any such information. Doing so may result in disciplinary action, including termination. Each new employee shall sign a copy of the Confidentiality Agreement attached as an Appendix to this part.

2.1.C Adult Center equipment is not for personal use excepting computers, which may be used to the extent doing so does not interfere with the employee's work. Staff has no expectation of privacy when at work, including when using Adult Center computers. Adult Center computers may not be used for illegal activities.

2.1.D It is the role of the Executive Director to deal with the media. Staff may not do so, formally or informally, without prior approval and under the direction of the Executive Director.

### **2.2. CONDITIONS OF EMPLOYMENT**

2.2.A The Executive Director may require a background check and order an employee to take a drug test at any time, including as conditions of employment. The Adult Center has a drug-free workplace policy. Any employee convicted of a drug-related offense shall notify the Executive Director within 5 days. Failure to do so may result in termination. The Executive Director has discretion in determining the appropriate personnel action as among counseling, rehabilitation, reprimand, suspension, or termination. A felony conviction shall result in termination of employment.

2.2.B Performance is different from conduct. Prohibited and other clearly inappropriate conduct -- for example, sexual harassment or unlawful discriminatory behavior-- is grounds for immediate disciplinary action, including termination.

2.2.C Reasonable accommodation for an employee's disability (as defined by the Americans with Disabilities Act) shall be made by the Adult Center where physically and financially possible and consistent with the employee's job description, keeping in mind that the Adult Center is a tenant in the building.

2.2.D All employees shall serve a 180-day probationary period. Employees performing satisfactorily during this period shall be granted permanent status and a change in salary may occur. If the employee is unable to perform satisfactorily, probation may be extended another 90-day period while being counseled. Termination may result at the end of either period.

2.2.E The Executive Director may require each employee to write a self evaluation to be used in the rating process. Failure to meet performance standards after notice and a reasonable opportunity for improvement have been given is grounds for termination, other disciplinary action and/or withholding of any bonus. The performance review shall be the basis for any increase in salary or promotion. Employees shall sign each performance review to acknowledge receipt. Any appeals from an annual review shall be made to the Board. There may be no appeal of the 6-month review. If funds are budgeted, the Executive Director may grant a merit increase at the time of review for employees whose performance exceeds expectations.

2.2.F An employee is expected to consult informally first with his/her direct supervisor regarding any action, occurrence or attitude, either expressed or implied, that is perceived as unfair. If an employee files a written grievance with the Executive Director, and no resolution is reached to the satisfaction of the employee, the employee may file an appeal with the Board President within 10 working days after the Executive Director's decision is received. The Board President shall convene a group of 3 Board Members to review the appeal, which shall occur as quickly as possible consistent with thorough review. This decision shall be final. Except in the most egregious of circumstances, employees shall not communicate their complaints to Board Members. See Part 1, Chapter 7.3 of this Manual, which provides that Board Members shall not intervene directly with matters involving the day-to-day supervision of staff.

2.2.G Employees are expected to give a minimum of 2 weeks' notice prior to resigning. Failing to do so may mean loss of any benefits that may have accrued.

## **2.3. BENEFITS**

2.3.A All employees shall receive proportionate Social Security, Worker's Compensation Insurance, Medicare and unemployment benefits.

2.3.B Full time employees (i.e., employees working 32 hours per week) shall be eligible for the Adult Center's Health Reimbursement Arrangement on the 1st day of the month following one month of employment.

2.3.C Vacation benefits shall apply to employees regularly working 32 or more hours per week. Vacation shall be earned at the following rate: 5 working days for the first year; 10 working days for the second and third years; 15 working days for the fourth through fifteenth years; and 20 working days thereafter. A new employee shall accrue vacation from the first day of employment, but shall not be eligible to take accrued vacation until completion of 6 months' service. Vacation benefits may carry forward for a maximum of two years. Current full time employee's vacation accumulation is grandfathered in, and upon severance of employment, grandfathered employees may receive accumulated vacation time paid to them. All full time employees may receive accumulated vacation time up to two years upon severance.

2.3.D The Executive Director may grant emergency leave with or without pay. Paid time may be drawn from accrued vacation or sick leave.

2.3.E ACP observes the following holidays: New Year's Day (1 January); Memorial Day (last Monday in May); Independence Day (4 July); Labor Day (first Monday in September); Veteran's Day (11 November); Thanksgiving Day (fourth Thursday in November) and the Friday following; and Christmas Day (25 December). When a holiday falls on a weekend, the Executive Director shall, at his/her discretion, determine if and how it shall be recognized. In addition, employees may take 2 sequential days before or after Christmas.

2.3.F Sick leave benefits only apply to full-time employees. Paid sick leave shall be accrued at the rate of 4 hours per month. To use sick leave, the employee must notify his/her immediate supervisor or the Executive Director within 1 hour after the beginning of scheduled work arrival and that leave must be approved. The Executive Director or designee may request at any time a physician's written statement justifying the sick leave. Accumulated sick leave may be carried forward from year to year and is not payable at time of severance. Employees may use sick leave credits during the first pay period following one completed pay period of employment. Employees without sick leave credits may use vacation credits

with approval of the Executive Director. Sick leave shall only be allowed when:

- a) The employee is medically unable to work safely, in which case Adult Center keys shall be relinquished. Minor ailments, which do not affect the safety of persons or property or endanger the health of other persons while performing job duties, do not qualify for sick leave;
- b) The employee needs medical or dental treatment and examination when prescribed by licensed medical practitioner; or
- c) An employee has accepted Worker's Compensation and requires sick leave to supplement the compensation payments.

2.3.G Employees shall be authorized to use up to 20 hours of sick leave per year for care of sick or injured dependents or to supplement special leave in the event of death in the employee's immediate family, defined as spouse or partner, children, parents, grandparents, grandchildren, brothers, sisters, or any of the same relations of the spouse or partner.

2.3.H The Executive Director has the right to refer any employee to a doctor designated by the Adult Center in determining whether the employee is sufficiently recovered from illness or injury to return to work. This applies whether or not sick leave will be paid.

2.3.I A physician's statement is required to document a pregnancy leave request and to authorize a date for return to work. Absent extraordinary circumstances documented by a physician, maternity leave shall be limited to 1 month prior to and 4 months after the expected delivery date. During maternity leave, an employee may use accrued sick leave, and when exhausted, may request vacation leave and/or personal leave without pay. An employee returning from maternity leave within 4 months of delivery shall be reinstated to her original position or to one of like status and pay.

2.3.J A leave of absence is defined as prolonged, unpaid time off. A formal written request must be given to the Executive Director, who will determine whether to grant such leave. Each request will be evaluated on a case-by-case basis considering the staffing needs of the Adult Center. Leaves of fewer than 2 weeks will not be granted - vacation or medical leave available should be used in such circumstances. Medical and dental coverage, if any in force, shall not be provided during a leave of absence. Holiday pay will not be paid, nor will vacation or sick leave accrue.

2.3.K Leave of absence will be granted to all full-time employees who enter active military service as a result of: initial enlistment in the U.S. Armed Services; initial training with the National Guard; orders to active duty as a member of the Reserves or National Guard; or any service requirements

under the Selective Service Act. The employee shall keep the Executive Director regularly advised of the need to continue on leave of absence. He/she should contact the Executive Director at least 2 weeks prior to the expiration of leave to discuss return to work. Following such leave, the Adult Center will make every reasonable effort, consistent with its needs, to reinstate an employee to the previous or similar position. However, such placement cannot be guaranteed.

2.3.L At the Executive Director's discretion, the Adult Center will pay for time off in the event of death of the following family members: spouse or partner; child or stepchild; grandchild; brother or sister; parent; parent-in-law; grandparent. The employee and supervisor shall determine the amount of time the employee will be absent. Two days paid leave are allowed for each incident, with a limit of 2 incidents per calendar year. Two additional paid days may be granted if the employee must travel out of state. Leave for attendance at the funeral of non-immediate family members or persons with an otherwise close relationship may be granted by the Executive Director with or without pay on a case-by-case basis.

2.3.M The Adult Center will grant time off for either mandatory jury duty or mandatory court appearances as a witness when the employee must serve or is required to appear as a result of court order, summons, or subpoena. A copy of the document must be supplied to the Executive Director when requesting time off. The employee is entitled to full pay for each day of jury duty. Any jury duty compensation shall be paid over to the Adult Center. However, time off for court appearances as a party to any civil or criminal litigation shall not be compensated and the employee must arrange for time off either without pay or using vacation or sick leave.

**APPENDIX A  
TO PART 2**

**CONFIDENTIALITY AGREEMENT**

I, \_\_\_\_\_, hereby certify that I have received, read, reviewed with the Executive Director and understand the contents of the Personnel Policy dated 15/November/2016.

I further certify that I will abide by all terms of the Personnel Policy and maintain and protect all information in strictest confidence concerning any member, volunteer or other corporate records with which I may come in contact during my employment with the Adult Center of Prescott, Inc.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_,  
before the following witness.

\_\_\_\_\_

**Employee**

**Witnessed by:**

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