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PERSONNEL POLICIES AND PROCEDURES

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Personnel Policies, Affirmative Action & Employment at Will
Acknowledgment

I have been made aware of INCA Community Services, Inc. Policies and Procedure Manual and Affirmative Action Plan and recognize that it is my responsibility to familiarize myself with the agency’s policies and procedures contained in these documents and to be guided by them. I have been made aware as of this date that a copy of these documents are on INCA’s website www.incaca.org and accessible at each designated county office and centers for use by agency personnel.

I understand that these manuals and plans are intended for informational purposes only. Neither this manual nor any language contained herein will be construed as creating a contract or limiting the rights of INCA and the employee to end the employment relationship at any time. Employees of INCA are considered to be employed at will and are not hired for definite periods of time. This means that the employee or the Agency can terminate employment for any reason and at any time.

No other policy, practice, document or statement may be construed as creating an implied or expressed promise or contract that commits the employee or the agency to continue employment at INCA for a specific period of time.

Name (Please Print) ______________________________________________________

Signature: __________________________________________________________________

Date: ____________________________________________________________________
INTRODUCTION

I. **PURPOSE:** To establish general guidance, policy, and procedural instructions for the administration of various personnel programs incident to Personnel management, compensation and benefits for the INCA Community Action programs. Procedural instructions, as written, provide a standard and uniform system whereby all employee rules, regulations, and benefits will be administered on a fair and impartial basis and in accordance with Federal, State and Local guidelines and statutes.

II. **GENERAL:** Personnel Policies and Procedures at this Agency emanate from Federal and State regulations, and through internal development with the approval by the Executive Director and the Board of Directors. Policies, as approved by the Board, are final and will not be deviated from, unless amended or revised by the Executive Director. The chapters of this manual contain both the policies and procedures applicable to the appropriated subject matter.

III. **APPLICABILITY:** This manual applies to all employees of INCA Community Services, Inc. a Community Action Program.

IV. **MANUAL REVISION:** Personnel Policies and Procedures will be revised, amended or superseded on an as-needed basis. Employees are encouraged to submit recommended changes or additions to this manual at any time. Such recommendations should be transmitted to the Executive Director, for presentation to the appropriate approval authorities. The Director of the Agency will be responsible or a higher designated person for reviewing the Personnel Manual to insure compliance with newly enacted laws and/or applicable federal regulations. In addition to this personnel manual, memos and instructions regarding personnel policies issued by all cognizant funding sources may be considered a part of the personnel policy manual, whenever necessary and applicable.

V. The agency offers no employment contracts nor does it guarantee any minimum length of employment. The agency reserves the right to terminate the employment of any employee at any time “at will” with or without cause. This applies to all employees whether or not they have completed an orientation period. A supervisor or program director of the agency has no right what so ever to make any contrary representation to any employee.
RESPONSIBILITIES

I. BOARD OF DIRECTORS:
   A. Appointing the Executive Director;
   B. Determining the rules of procedure for the Board;
   C. Selecting the officers and committees of the Board;
   D. Determining the policies under which the Board and Agency shall operate;
   E. Evaluating the Executive Director annually;
   F. Determining within regulations and policies, the major fiscal, personnel and program policies;
   G. Reviewing and approving the personnel policies regarding hiring, evaluation, compensation and termination of all personnel including the Executive Director, Head Start Director, Director of Human Resources and Chief Financial Officer or any other person in an equivalent position with the agency.
   H. Reviewing and approving programs and expenditures for each month;
   I. Recruiting volunteers and space for programs and activities;
   J. Mobilizing resources from the entire community;
   K. Considering and approving all program proposals and budgets;
   L. Enforcing compliance with all conditions on grants;
   M. Determining overall program plans and priorities;
   N. Determining the use of all discretionary money;

II. The role of the Board of Directors shall include such things as:
   A. Being a catalyst for positive change for the community. Bringing problems and needs of the community to the board for discussion;
   B. Looking at options for solving some of the problems or fulfilling the needs of the community;
   C. Examining issues that affect the quality of life in the community;
   D. Raising money;
   E. Serving as advocate for clients and being a catalyst for institutional change in institutions that serve them;
   F. Serving as a link between the Board of Directors and the people or groups represented;
   G. Serving as a good public relations advocate for the programs, projects and activities of the agency.

III. EXECUTIVE DIRECTOR:
    Insures that necessary procedures are established to implement the personnel actions.

IV. PROJECT DIRECTORS, MANAGERS, COORDINATORS AND SUPERVISORS:
    Administer Agency rules, regulations, and benefits in accordance with the Personnel Management Policies and Procedures established in this manual.
EQUAL OPPORTUNITY/ CIVIL RIGHTS and AFFIRMATIVE ACTION

I. INCA Community Services, Inc., is concerned that it fulfills its role as an equal opportunity employer and service provider. Civil rights laws of 1964 have been enacted to assure equality of opportunity, and this agency shall strive to meet the requirements of these laws to the extent that equal opportunity for all people is a reality.

II. It shall be the policy and practice of INCA Community Services, Inc., to recognize and accept the responsibility to insure that this agency does not discriminate against any employee, applicant for employment, or against any applicant or beneficiary of our services in all phases and levels of the agency’s programs and activities because of age, sex, race, color, creed, national origin, physical impairment, or political affiliation.

III. This Agency will comply with all applicable federal, state and local laws pertaining to equal opportunity.

IV. A Civil Rights and Affirmative Action plan has been published for this Agency and an Equal Opportunity Officer has been appointed. Management will insure that the Affirmative Action Plan has been discussed with all employees. The Equal Opportunity Officer is available to all desiring to discuss or submit a discrimination complaint. Procedures for submission of discrimination complaints are contained in the Agency Civil Rights and Affirmative Action Plan.
GENERAL PERSONNEL POLICIES

I. **EMPLOYEE ETHIC POLICY:**

II. **EMPLOYEE POLITICAL ACTIVITY POLICY:**
Please see policy revision approved on 3/20/14 on www.incacaa.org. Select Staff Only tab, select Human Resources, select Personnel Policies and Procedures and open the document called Political Activity.

III. **EMPLOYEE UNLAWFUL DEMONSTRATION, RIOTING AND CIVIL DISTURBANCES POLICY:** Employee limitations with respect to the above actions are contained in federal and/or state regulations. The policy stipulates that no employee or volunteer will use their position in the program to plan, initiate, participate in, or otherwise aid or assist in the conduct of any lawful demonstration, rioting or civil disturbances. Required interpretation or assistance with regard to this policy will be directed to the Executive Director. Employees who violate applicable regulations are subject to termination.

IV. **PERSONAL TELEPHONE CALL POLICY:**
Please see policy revision approved on 9/25/13 on www.incacaa.org. Select Staff Only tab, select Human Resources, select Personnel Policies and Procedures and open the documents called Agency Cell Phone Use, Cell Phone Use Agreement, Personal Cell Phone Use.

V. **PERSONAL CELL PHONE POLICY:**
Please see policy revision approved on 3/20/14 on www.incacaa.org. Select Staff Only tab, select Human Resources, select Personnel Policies and Procedures and open the document called Political Activity.

VI. **DRESS CODE POLICY:**
Dress and personal appearance requirements may be made by Program Directors and the Executive Director. However, in all cases, dress shall be neat, clean and applicable to the professional environment in which the employee works. Flagrant violations of the dress code will be called to the attention of the employee by supervisors. (See Head Start Classroom Dress Code, Transit Driver Dress Code)

VII. **GIFTS AND GRATUITIES POLICY:**
VIII. MEMBERSHIP IN SUBVERSIVE ORGANIZATION POLICY:

IX. SOLICITATIONS ON AGENCY PROPERTY POLICY:

X. OUTSIDE EMPLOYMENT POLICY:

XI. EMPLOYEE PERSONAL DEBT POLICY:
Please see policy revision approved on 9/25/13 on www.incacaa.org. Select Staff Only tab, select Human Resources, select Personnel Policies and Procedures and open the document called Employee Personal Debt.

XII. CONFLICT OF INTEREST:
Please see policy revision approved on 9/25/13 on www.incacaa.org. Select Staff Only tab, select Human Resources, select Personnel Policies and Procedures and open the document called Conflict of Interest.

XIII. SMOKE FREE POLICY:
Please see policy revision approved on 8/8/12 on www.incacaa.org. Select Staff Only tab, select Human Resources, select Personnel Policies and Procedures and open the document called Tobacco Free Environment Policy.

XIV. WHISTLE BLOWER POLICY

XV. INCLEMENT WEATHER POLICY
ALCOHOL AND DRUG ABUSE POLICY TO INCLUDE CHEMICAL TESTING AND THE DRUG-FREE WORKPLACE

I. INCA Community Services recognizes that the use and abuse of drugs and alcohol in today’s society is a very serious problem which has also found its way into the workplace. INCA also recognizes the significant threat that a drug-impaired employee working in a community action program can pose to the safety of the worker, co-workers, customer and the general public.

INCA drug and alcohol testing program is incorporated in an overall Anti-Drug Plan that is designed to create a drug free working environment. The Plan has been developed in compliance with existing federal regulations in a manner which ensures accurate and reliable test results, and thereby contains procedures designed to recognize and respect the dignity and privacy of all of our employees. More importantly, we recognize that our employees are our most valuable resource and we want to assist any employee who feels that he or she may have a problem with substance abuse.

II. Policy and procedures covers the use, possession, sale or distribution of illegal drugs or drug paraphernalia, or the improper or abuse use of legal drugs, alcohol or other intoxicating or mood altering substances, while on agency property or other work locations during work hours and/or at any time which affects the employee during working hours and/or in the performance of his/her duties is strictly prohibited.

III. The drug-free work place policy applies to all INCA employees. Drug and alcohol testing applies to all employees. The agency will utilize all reasonable measures to maintain a drug free workplace for its employees, customers, and the General Public.

IV. Cooperation and compliance with INCA’s drug and alcohol testing policy and the drug free workplace policy is a condition of acceptance and continued employment for all employees.

V. All collections and testing procedures are intended to follow governing enactments and regulations. INCA will test all employees for pre-employment, reasonable suspicion, and post-accident.

VI. INCA is responsible for the implementation and conformance of INCA’s drug and alcohol testing policy and compliance with governing enactments and regulations. Employees have responsibilities:
A. Each employee is responsible for reporting to his/her supervisor, the use of all prescribed, controlled or non-prescribed substances which potentially can adversely affect ability to safely perform all work functions, plus providing INCA with a written notice from his/her physician which states that he/she can safely perform his/her work functions while using such substance(s).

B. All INCA employees are required to notify a Supervisor or Executive Director when reasonable suspicion of an employee abusing drugs or alcohol or participating in prohibited activities is presumed. Failure of an employee to comply may lead to disciplinary action up to and including termination from employment.

VII. **Prohibited Behavior** - Among these prohibitions are:

A. the use of alcohol while performing work functions;
B. use of alcohol within four (4) hours prior to performing work functions;
C. consumption of alcohol for the specified on-call hours for flex drivers;
D. use of alcohol by any covered employee required to take a post-accident alcohol test for four (4) hours following the accident or until he or she undergoes a post-accident alcohol test, whichever occurs first.

VIII. **Test Refusals** - Employees may not refuse required testing. Definition of test refusal is to be used for every testing category except for pre-employment (i.e., random, reasonable suspicion, post-accident, return-to-duty and follow-up).

A. Test refusals common to drug and alcohol testing include:
   1. Failure to appear for a test in the time frame specified by the agency;
   2. Failure to remain at the testing site until the testing process is completed;
   3. Failure to provide a urine specimen, saliva, or breath specimen, failure to provide a sufficient volume of urine, or breath without a valid medical explanation for the failure;
   4. Failure to undergo a medical examination to verify insufficient volume;
   5. and failure to cooperate with any part of the testing process

B. Test refusals specific to drug tests include:
   1. Failure to permit the observation or monitoring of specimen donation when so required;
   2. Failure to take a second test required by the agency or collector;
   3. and a drug test result that is verified by the Medical Review Officer (MRO) as adulterated or substituted.

C. Test refusals of an employee will result in termination of employment.

IX. **Drug Testing Thresholds**:

A. The thresholds for positive confirmation for GC/MS are as follows:
   Marijuana Metabolite 15NG/ML

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Cocaine Metabolite 150NG/ML
Opiates 300NG/ML
Phencyclidine 25NG/ML
Amphetamine/Methamphetamine 500NG/ML

B. When the initial screen is positive (has exceeded the established screening threshold) a second confirmation test gas chromatography/mass spectrometry (GC/MS) will be completed. The testing should be of a urine sample obtained at a collection site and forwarded to a certified testing laboratory.

X. **Alcohol Testing:**
   A. Alcohol testing will be conducted by utilizing an evidential breath testing device (EBT) which meets the requirements established by the conforming products list published in the Federal Register.
   B. Test Results: A reading of .02 or greater, but less than .04, on the EBT will result in the individual not being allowed to return to his/her work position and will result in the necessity of a second test occurring within 20 minutes in order to make a determination of positive.
   C. A second EBT Test result of .04 or greater will result in immediate termination of employee.
   D. An initial EBT reading of .02 to .03999 will result in a second EBT test within the time frame noted above.
   E. If the second test falls within the same range the individual will be removed from his/her position until the start of the next regularly scheduled duty period, but not less than 24 hours following the administration of the test.

XI. **Collection Sites**
   A. Collection sites for drug screening specimen collection will be established by Drug Collection Agent for all staff.
   B. Drug testing of the specimen will be an established and accredited laboratory that has completed certification to conduct drug testing.
   C. Random testing will be done on site.
   D. Alcohol testing will be conducted by a certified Breath Alcohol Technician (BAT)
   E. Strict chain of custody practices will be adhered to regarding specimen collection transportation to the laboratory, in-laboratory analysis, medical review officer (MRO) review and reporting to the agency.
   F. An applicant or employee will be required to sign the necessary drug/alcohol screening consent forms established by the company or authorized by the collection site agency. Refusal to sign required drug/alcohol screening consent forms will be considered refusal to submit to a drug/alcohol screening test as a condition of employment and will be considered the equivalent of receiving a
“positive” result for employment.

G. All urine specimens collected will be separated into two containers to create two separate specimens “split samples”. If a sample receives a negative result, the laboratory should discard both samples. If a sample receives a positive result it and the other sample should be kept at the laboratory to enable appeals to be made.

H. An applicant or employee shall be informed of the drug/alcohol screening specimen collection location and time. The applicant or employee shall be responsible for reporting to the collection site, at the scheduled time, with a photo ID, and comply with the directions of the specimen collector. Failure to comply/cooperate may be considered as a positive test result.

I. Negative drug testing report results will be reported, to Drug Collection Agent, within 24 hours of specimen receipt at the laboratory. Positive drug testing results will be reported to Drug Collection Agent, within 48 hours of receipt at the Laboratory (unless there is difficulty reaching the person being tested, by the MRO).

J. All tests will be reported by Drug Collection Agent to the Executive Director of INCA Community Services.

K. In no instance will the test go unreported longer than 5 days from the time the specimen is received from the laboratory by Drug Collection Agent. Reports of breath alcohol tests will be reported immediately to the employee (SSE) and the employer.

XII. Confidentiality - will be applied to every aspect of the anti-drug program.
A. After the MRO contacts the employee to discuss a positive confirmatory test result and a final decision is reached regarding the positive result, the Executive Director shall serve as the sole point of contact and Drug/Alcohol Testing Program.
B. All drug and alcohol testing information will receive the highest level of respect in relation to confidentiality.
C. Information regarding an individual’s testing results or rehabilitation may be released only upon the written consent of the individual, except that such information must be released regardless of consent to the Administrator or the representative of a state agency upon request as part of an accident investigation.
D. Statistical data related to testing and rehabilitation that is Administrator or the representative of a state agency upon request.
E. All records relating to drug and alcohol testing will be kept in a separate, locked file from the other employee records.

XIII. Training -
A. Employees who supervise employees or who have responsibility to administer the
agency’s drug and alcohol screening policies and procedures shall receive annual training on behavior, physical symptoms and performance indicators of probable drug and alcohol use.

B. All employees will receive appropriate instruction regarding INCA’s Drug and Alcohol Testing Policy. This shall amount to annual training on mandated requirements; the effects of alcohol and drugs; the process of testing; and the ramifications of a positive test.

XIV. **Testing Conditions** - The following conditions establish who may be screened and under what circumstances the drug and alcohol screening may occur:

A. **Condition of Employment:**
   1. An individual offered employment and/or reassigned to any position shall be required to take and pass a drug and alcohol screening test as a condition of employment or continued employment.
   2. Participation in the drug and alcohol testing program is a condition of employment.
   3. An applicant who receives confirmed positive drug screen result or the equivalent shall have the offer of employment withdrawn and shall be subject to disqualification from application for company employment for a period of 2 years from the effective date of the disqualifying action.
   4. An employee who receives a confirmed positive test result or the equivalent shall be terminated and disqualified for rehire for a period of two years.

B. **Reasonable Suspicion:** Any employee may be required to submit to a drug screening test by a trained supervisor, based upon reasonable suspicion of substance abuse or prohibited activity by the employee as reported to or observed by an agency supervisor.
   1. All employees are required to notify a Supervisor or the Executive Director when reasonable suspicion of an employee abusing drugs or alcohol or participating in prohibited activities is presumed.
   2. However, only trained supervisors may make reasonable suspicion referrals.
   3. Determination that reasonable suspicion exists is based on specific, contemporaneous, observations concerning the appearance, behavior, speech, or body odors of the covered employee.
   4. A supervisor(s), or other company official(s) who is trained in detecting the signs and symptoms of drug use and alcohol misuse must make the required observations.
   5. Reasonable suspicion involved a judgment made regarding the employee’s ability to perform his/her job or which may pose a threat to the safety or health of him/her, of other employees, or of the general public, r evidence
found or reported and may be based on, among other circumstances, one of the following:

a. Direct observation
b. Physical on/off the job observation of substance abuse or prohibited activity by the employee.
c. Documented deterioration in the employee’s job performance which is possibly attributable to substance abuse or prohibited activity by the employee.
d. An on/off the job incident or occurrence where possibly the incident or occurrence was in whole or in part the result of the employee’s actions or inactions and/or the employee exhibited behavior possibly indicates substance abuse or prohibited activity.
e. and/or the employee cannot be reasonably discounted as a contributing factor to the accident/incident/occurrence.
f. Other circumstances not specifically stated.

6. Supervisors have the right to ask an employee to submit to a drug/alcohol screening test under the circumstances of reasonable suspicion.

7. An employee required to be tested shall not be allowed to perform work duties until properly cleared to do so by the Executive Director.

8. Under no circumstances should an employee be allowed to work if he/she has consumed alcohol within four hours of reporting for duty.

9. If an alcohol test is not administered within two hours of this determination, a record should be prepared stating the reasons for not administering the test.
   a. Attempts to test should cease at four hours, and the individual should be removed from work duties until a test result of less than .02 is confirmed or until twenty-four hours have passed.
   b. A written record should be made of the incident and placed in the employee’s file.

10. Refusal to be tested will be grounds for termination of employment.

11. Any employee requested to provide a drug specimen under the signs of reasonable suspicion will be transported to the collection site.
   a. An employee who is removed from the work site pending the results of a drug screening test because the employee is deemed by their immediate supervisor to pose a threat to safety or health shall be eligible for available annual pay (if available) until results are returned.

C. **Random testing** - At least 50% of the average number of the “pool” of employees maintained by the contractor will be tested on a random basis annually under the drug testing requirements. Under the alcohol testing requirements at least 25% of the average number of employees in the “pool” of employees, shall
be tested on an annual basis.
1. The contractor will determine the time of testing and which employees will be tested on each occasion.
2. INCA will make available to the contractor all current names, driver’s license number and SSN’s of all employees to be covered in the random program each month.
3. The list of persons to be tested for the next month will be created through the contractors computerized random number program.
4. The name of the person identified to be tested will be relayed to the contact person of the employer by the afternoon prior to the test date.
5. The employees will be notified prior to the test to report to the collection site.
6. Notification to report for testing shall include adequate amount of travel time.

D. Post Accident/Incident - The following circumstance will require drug testing and/or alcohol testing, as is appropriate, as soon as possible for each employee who is involved in a vehicular accident/incident while on work duty:
1. If the accident involved the loss of a human life.
2. If the employee received a citation under state or local law for a moving violation arising from the accident.
3. If the accident/incident was in whole or in part the result of the employee’s actions or inactions, and/or the employee exhibited behavior possibly indicating substance abuse or prohibited activity,
4. and/or the employee cannot be reasonably discounted as a contributing factor to the accident/incident.
5. Unless prescribed at the time by a licensed physician, an employee required to take a post accident/incident test shall not consume alcohol or any mind/mood altering substance for four hours following an accident/incident or until a breath alcohol test can be administered and confirmed results are obtained or a specimen for a drug test successfully collected.
6. Failure by a employee to conform to this may be considered as a positive test result.
7. The employee who is subject to a post accident/incident testing, shall remain readily available for testing and keep their supervisor updated on their location. Necessary medical attention may be secured. Failure to remain available can be interpreted as a positive test result.
8. If an employee does not require medical attention but an alcohol or drug test is appropriate, that employee should be transported to a specimen collection site/breath alcohol testing site as soon as possible and the
specimen collected and/or the breath alcohol test administered.

10. If an employee is unconscious and/or unable to consent to being tested, he/she should be transported for medical attention.

11. If an employee requires medical attention following an applicable accident/incident and is determined that drug testing should be done, the Executive Director or designated staff should notify the hospital or medical facility of the need for the collection of a testing sample.

12. Results of a breath test for the use of alcohol or a urine test for the use of controlled substances, conducted by Federal, State, or Local officials having independent authority for the test, shall be considered to meet the requirements of this section, provided such tests conform to applicable Federal, State or Local requirements, and that the results are obtained by the employer.

13. If an employee is unconscious and/or unable to consent to furnishing a testing sample, the medical facility should collect the same and retain it until the employee is able to consent. Treating physician should determine if the employee is or is not able to understand the request for consent.

14. If an employee is conscious, able to understand a request for a sample, and able to provide the sample (in the opinion of a medical professional) and refused to be tested, that employee’s refusal to submit to a drug test will be considered equivalent to receiving a confirmed “positive” test resulting in termination of employment.

15. If an employee requires medical attention and a test for alcohol is deemed necessary, a breath alcohol test should also be administered in these same circumstances.

16. An EBT test can be administered up to 8 hours after the accident/incident and should be obtained as early as possible preferable within 2 hours of the accident.

17. Failure to obtain a breath alcohol test within 2 hours and a drug test within 32 hours will result in the agency preparing and maintaining on file a record stating the reasons for not promptly administering a test.

XV. Medical Review Officer (MRO)

A. All drug test results, whether positive or negative, will be reviewed by the MRO in accordance with 49 CFR Part 40.33.

B. In the event of a presumptive position the MRO will contact the person who’s specimen it was to determine what medications and or reason the test was returned positive.

C. The MRO, based on his review of the information will make the final determination of confirmed positive or negative.
D. It is only after the MRO review that INCA will be notified of the outcome of the test.

XVI. Consequences of a positive test result -
A. An employee who receives a confirmed positive drug or alcohol test result or the equivalent will be terminated.
B. An employee who receives a confirmed positive drug or alcohol test result may be apprized of an area Substance Abuse Professional which the employee may contact if he/she so desires.
C. INCA will in no way be responsible for expenses arising from any such referrals or subsequent activity.

XVII. Tampering -
A. Any applicant for an agency position who intentionally tampers with a sample provided for drug screening, violates the chain of custody or identification procedures or falsifies test results shall have the conditional offer of employment withdrawn.
B. Such actions will be grounds for disqualification for all positions in INCA Community Services, Inc.
C. Any current employee who intentionally tampers with a sample provided for drug screening, violates chain of custody or identification procedures or falsifies a test result shall be subject to dismissal.

XVIII. Drug Testing Appeals -
A. If an employee or applicant challenges the validity or accuracy of the confirmed “positive” results, they may appeal in writing to the MRO within 72 hours of the employee/applicant having been notified of the positive result, so that arrangements for a second analysis process can be initiated on the split sample.
B. All positive specimen samples will be kept at the laboratory for a period of one year, and at the employees request may be kept longer.
C. The challenging employee must also notify the Executive Director of the appeal request.
D. The employee will be responsible in advance for any associated retest costs in advance and will be reimbursed by INCA only if the retest is negative and conducted by a certified laboratory acceptable to INCA.
E. Requirements for retention of samples and retesting are specifically spelled out in the contractor’s Manual for Drug Testing.
F. The MRO will have discretion to authorize a retest by the original or a different laboratory on the split specimen, if it determined that the technical standards established for test methods or chain of custody procedures were violated in deriving a confirmed positive result or has other appropriate cause to warrant a
retest.
I. Introduction - Computer information systems and networks are an integral part of business at INCA Community Services, Inc.'s (hereafter referred to as INCA). The enclosed policies and directives have been established in order to protect this investment, safeguard the information contained within these systems and reduce business and legal risk. Violations of this policy may result in disciplinary action in accordance with INCA policies and procedure. Due to the ease of availability and the potential for good and for harm, we must adopt certain very specific rules and regulations for internet use.

II. Administration -

A. The Information Technology Manager is responsible for the administration of this policy. Responsibilities include the development and maintenance of written standards and procedures necessary to ensure implementation of and compliance with these policy directives. Also to provide support and guidance to employees to fulfill their responsibilities under this directive.

B. Each employee shall be responsible for all computer transactions that are made with his/her User ID and password, and should adhere to procedures developed by the IT (Information Technology) Department. Employees must given their personal passwords for the agency’s computers and e-mails to the appropriate assigned manager in order to ensure compliance with the agency policy, however employees should not disclose passwords to anyone other than their direct supervisor or the IT Department.

C. The Executive Director shall create appropriate performance standards, control practices, and procedures designed to provide reasonable assurance that all employees observe this policy.

III. Physical Security - It is INCA’s policy to protect computer hardware, software, data, and documentation from misuse, theft, unauthorized access, and environmental hazards.

A. Employee Responsibilities

1. Critical computer equipment, e.g., file servers, must be protected by an uninterruptible power supply (UPS). Other computer equipment should be
2. Environmental hazards to hardware such as food, smoke, liquids, high or low humidity, and extreme heat or cold should be avoided.

3. Employees shall not perform equipment installations, disconnections, modifications, and relocations.

4. Employees shall exercise care to safeguard the equipment assigned to them.

II. Copyrights and License Agreements -

It is INCA’s policy to comply with all laws regarding intellectual property. INCA and its employees are legally bound to comply with the Federal Copyright Act (Title 17 of the U. S. Code) and all proprietary software license agreements. Noncompliance can expose INCA and the responsible employee(s) to civil and/or criminal penalties. All installed software must be licensed according to the instructions of the software manufacturer.

A. Employee Responsibilities:

1. Employees shall not install software unless authorized by the IT Department. Only software that is licensed to or owned by INCA is to be installed on INCA computers. Staff shall not copy or download software without proper authorization.

2. This policy applies to all software that is owned by INCA, licensed to INCA, or developed using INCA resources by employees or vendors. All persons who make use of any or all of INCA software or hardware are subject to the policies defined herein.

II. E-mail and Internet Policy - Acceptable Uses of the Internet and INCA E-mail

INCA encourages the use of the Internet and e-mail because it makes communication more efficient and effective. Occasional and reasonable personal use of INCA’s Internet and email services is permitted, provided that this does not interfere with work performance. However, Internet service and e-mail are INCA’s property. Every employee has a responsibility to maintain and enhance INCA’s public image and to use INCA e-mail and Internet access in a productive manner. INCA has established the following guidelines for using e-mail and the Internet. Any unauthorized or improper use of e-mail or the Internet is not acceptable and will not be permitted. Nothing should ever be stated or posted on the Internet that an employee would not want to appear, next to your picture, in the newspaper.
III. Unacceptable Uses of the Internet and E-Mail

A. INCA e-mail and Internet access may not be used for transmitting, retrieving or storing any communications of a discriminatory or harassing nature or materials that are obscene or X-rated. Harassment of any kind is prohibited. No messages with derogatory or inflammatory remarks about an individual's race, age, disability, religion, national origin, physical attributes or sexual orientation may be transmitted or forwarded using the INCA system. No abusive, profane or offensive language may be transmitted through INCA's e-mail or Internet system. INCA's harassment policy applies in full to e-mail and Internet use.

B. Employees do not have a personal privacy right regarding any matter created, received, stored or sent from or on the company's e-mail or Internet system or computers. It is very important to compose e-mail messages that are professional, business-like and in good taste. You should compose e-mail messages with the same care as hard copy correspondence.

C. The agency reserves the right to inspect and disclose the contents of any individual’s E-Mail, but will do so only when it has a business need as determined by the Executive Director. For example, the contents of E-Mail may be inspected in the course of an investigation triggered by indication of impropriety, including, but not limited to, possible violation of any of the agency’s policies. The agency also reserves the right to disclose the content of any E-mail to law enforcement officials, without notice.

D. INCA e-mail and Internet system also may not be used for any other purpose that is illegal, against INCA policy or contrary to INCA’s best interest. Solicitation of non-INCA business or any use of INCA e-mail or Internet system for personal gain is prohibited.

E. An employee may not access another employee’s e-mail without the employee’s permission. Finally, you should be aware that E-Mail could be subject to discovery in court proceedings and the copies of E-mail may remain in the E-Mail system for months after the author believes that have been deleted because:

1. Recipients, as well as author, must each delete their copy of E-Mail;
2. Deleted E-Mail is merely moved to one’s “Trash” file where it is held for a period of time, normally 30 days, before it is automatically removed from the E-Mail system.

Social Networking Policy

I. We realize that many of our employees use social media such as Facebook, Twitter,
LinkedIn, and YouTube to name a few. However, employees’ use of social media could become a problem if it:

A. Interferes with the employee’s work
B. Is used to harass or discriminate against co-workers or our clients
C. Creates a hostile work environment
D. Divulges confidential information about our agency or our clients; or
E. Harms the goodwill and reputation of our agency.

As a result, we encourage employees to use social media within the following guidelines. If you are uncertain about the appropriateness of a social media posting, check with your Program Director or the Executive Director.

II. Social Media Guidelines

A. Do not post any picture involving an employee, client, or volunteer without their express consent. Head Start staff should not post pictures of the children on their social media page. Each Head Start classroom has an approved web page and pictures of children should be posted there, not on social networking sites.

B. If you post any comment about our agency, you must clearly state that you are posting in your individual capacity and the views you post are yours alone and do not reflect the views of our organization.

C. All postings on social media must comply with our policies on confidentiality and disclosure of proprietary information. If you are unsure about the confidential nature of information you are considering posting, consult your Program Director.

D. Do not link to the organization's website or post any agency material on a social media site without written permission from the Executive Director.

E. Don't forget that you are responsible for what you write or present on social media. You can be sued by other employees or any individual that views your social media posts as defamatory, harassing, libelous, or creating a hostile work environment.

F. All organizational policies that regulate off-duty conduct apply to social media activity including, but not limited to, policies related to illegal harassment, code of conduct, nondiscrimination, and protecting confidential and/or proprietary information.

G. Employees may not use organizational equipment for non-work-related activities without permission. Additionally, our policy on Use of Computers and Electronic Media apply to social media use at work, including our policy that personal use of our computers, including personal social media activities, should not interfere with your duties at work. We monitor our facilities to ensure compliance with this restriction.

H. Violation of this policy may lead to discipline up to and including the immediate
termination of employment.

III. Rules for Electronic Communications

Each employee is responsible for the content of all text, audio, or images that he or she places on or sends over INCA’s e-mail or Internet system. Employees may not hide their identities or represent that any e-mail or other electronic communications were sent from someone else or someone from another company. Employees must include their name in all messages communicated on INCA’s e-mail or Internet systems.

IV. Computer Viruses

Employees shall not knowingly introduce a computer virus into company computers nor load diskettes or executable files unless approved by the IT Department. Any employee who suspects that his/her workstation has been infected by a virus shall IMMEDIATELY notify the IT Department.

V. Company-owned information held on third-party websites

A. If you produce, collect and/or process business-related information in the course of your work, the information remains the property of INCA Community Services, Inc. This includes such information stored on third-party websites such as webmail service providers and social networking sites, including, but not limited to Facebook and LinkedIn.

B. All communications sent by employees via INCA’s e-mail or Internet system must comply with all INCA policies and may not disclose any confidential information.

C. If employees receive unsolicited e-mail from outside INCA that appears to violate this policy, the employee should notify his or her supervisor immediately. Similarly, if any employee accidentally accesses an inappropriate web site in the normal course of business, the employee should notify his or her supervisor immediately.

VI. Downloading Software

A. To prevent the downloading of computer viruses that could contaminate the e-mail or Internet system, no employee may download software from the Internet without prior authorization. Any and all software that is downloaded from the Internet must be registered to INCA. For authorization, please contact the IT Department.
VII. Monitoring

A. INCA Community Services, Inc. accepts that the use of the internet is a valuable business tool. However, misuse of this facility can have a negative impact upon employee productivity and the reputation of the business.

B. In addition, all of the company's internet-related resources are provided for business purposes. Therefore, the company maintains the right to monitor the volume of internet and network traffic, together with the internet sites visited. The specific content of any transactions will not be monitored unless there is a suspicion of improper use.

VIII. Sanctions

A. Where it is believed that an employee has failed to comply with this policy, they will face the company's disciplinary procedure. If the employee is found to have breached the policy, they will face a disciplinary penalty ranging from a verbal warning to dismissal. The actual penalty applied will depend on factors such as the seriousness of the breach and the employee's disciplinary record.

IX. Internet Safety Policy

In order to comply with the Child Internet Protection Act (CIPA), INCA has adopted the following policy in regards to children’s (Head Start students) access to the internet:

A. Introduction - It is the policy of INCA Community Services, Inc. to: (a) prevent user access over its computer network to, or transmission of, inappropriate material via Internet, electronic mail, or other forms of direct electronic communications; (b) prevent unauthorized access and other unlawful online activity; (c) prevent unauthorized online disclosure, use, or dissemination of personal identification information of minors; and (d) comply with the Children’s Internet Protection Act [Pub. L. No. 106-554 and 47 USC 254(h)].

B. Definitions - Key terms are as defined in the Children’s Internet Protection Act.

C. Access to Inappropriate Material - To the extent practical, technology protection measures (or “Internet filters”) shall be used to block or filter Internet, or other forms of electronic communications, access to inappropriate information. Specifically, as required by the Children’s Internet Protection Act, blocking shall be applied to visual depictions of material deemed obscene or child pornography, or to any material deemed harmful to minors. Subject to staff supervision,
technology protection measures may be disabled or, in the case of minors, minimized only for bona fide research or other lawful purposes.

D. Inappropriate Network Usage - To the extent practical, steps shall be taken to promote the safety and security of users of the INCA online computer network when using electronic mail, chat rooms, instant messaging, and other forms of direct electronic communications. Specifically, as required by the Children’s Internet Protection Act, prevention of inappropriate network usage includes: (a) unauthorized access, including so-called ‘hacking,’ and other unlawful activities; and (b) unauthorized disclosure, use, and dissemination of personal identification information regarding minors.

E. Supervision and Monitoring - It shall be the responsibility of all members of the INCA staff to supervise and monitor usage of the online computer network and access to the Internet in accordance with this policy and the Children’s Internet protection Act. Procedures for the disabling or otherwise modifying any technology protection measures shall be the responsibility of IT & Program Operations Manager or designated representatives.

F. Adoption - The Board of INCA Community Services, Inc. adopted this Internet Safety Policy at a public meeting, following normal public notice, on March 28, 2011.

G. Child Internet Protection Act definitions of terms:
1. TECHNOLOGY PROTECTION MEASURE. The term “technology protection measure” means a specific technology that blocks or filters Internet access to visual depictions that are:
   2. OBSCENE, as that term is defined in section 1460 of title 18, United States Code; CHILD PORNOGRAPHY, as that term is defined in section 2256 of title 18, United States Code; or
3. HARMFUL TO MINORS. The term “harmful to minors” means any picture, image, graphic image file, or other visual depiction that: Taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion;
   4. Depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and
   5. Taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.
   6. SEXUAL ACT; SEXUAL CONTACT. The terms “sexual act” and
“sexual contact” have the meanings given such terms in section 2246 of title 18, United States Code.
EMPLOYEE PERSONAL INFORMATION

I. POLICY:
Personal records maintained in the central office are confidential. Personnel transactions that are handled by central office staff are also confidential and will not be discussed with anyone outside the central office without the specific approval of the Executive Director. All personnel records on individual employees including insurance and pay records will be kept in the strictest confidence.

II. PROCEDURES:
A. The only individuals who have access to individual personnel files will be the following:
   1. An employee, but only his/her individual file and only in the personnel office.
   2. Executive Director;
   3. Administrative Assistant;
   4. Human Resource Director;
   5. Program Directors and County Directors, but only for employees under their direct supervision;
   6. Equal Opportunity Officer, when processing a discrimination complaint;
   7. Authorized government officials.
   8. Program Directors who are considering transferring an employee from one department or component to another will be authorized to review past performance evaluations;
   9. Auditors:
   10. Authorized Federal or State grant monitors may have access to personnel files funded by the their department;

B. The central office which maintains personnel records will receive all calls and written request from outside the Agency concerning both present and past employees. The following guidelines will be followed in answering verbal and written requests for information:
   1. Authorized personnel to distribute information is the Executive Director, Administrative Assistant, Human Resource Director or bookkeeping.
   2. **Telephone or Verbal inquires**: The only information authorized to be released in response to a verbal request is the employee’s name, job title, and dates of employment.
   3. **Written Inquires**: The same rules set out above for verbal inquiries applies to written inquiries unless the employee has authorized in writing
and by his/her signature, the release of other information such as salary, age, work performance, etc.

4. Exceptions to these rules can only be granted by the Executive Director.
INDIVIDUAL EMPLOYEE PERSONNEL RECORDS

I. POLICY:
A separate and confidential personnel file will be established for all employees of the Agency. Records will be maintained in the Personnel Office in accordance with established federal, state, and local laws. It should be remembered that personnel files are the property of the agency and not the employee. The maintenance and control of personnel records is the responsibility of the Human Resource Director.

II. PERSONNEL FILE: The following minimum types of documents may be maintained and constitute the personnel record:
A. Application for employment and resume.
B. Payroll information.
C. Performance evaluations.
D. Personnel Policy and Affirmative Action receipt forms.
E. Confidentiality Statement
F. Training information.
G. Letters of reprimand, warning, or other adverse actions relating to employee’s conduct of efficiency.
H. Letters of commendation.
I. Correspondence with regard to unemployment benefits.
J. Driving record verifications.
K. Awards.
L. W-4 Forms - Employee’s withholding Allowance Certificate.
M. Current address and emergency information
N. Other documents as approved by the Executive Director.
O. Some of the above information may be maintained in a separate file due to bulk and funding requirements. Example: Head Start Training Information

III. ADDITIONAL FILES - The following employee records will be maintained within the Central Office:
A. I-9 forms
B. Medical Information
C. Criminal History Files
D. Drug/alcohol Testing Reports
E. Garnishment Information
F. Confidential files relating to grievance procedures, harassment claims and/or disciplinary action.
G. Leave and Compensatory time records
H. Worker’s Compensation Form
I. Time and attendance records.
IV. Employee records will not be removed from the Administrative office. Employees may copy material contained in their regular personnel file in the presence of the Administrative Assistant or Human Resource Director.

V. Access to special secured files (see “Additional Files” above) is limited to Executive Director, Administrative Assistant, Human Resource Director, and appropriate Program Directors.

VI. It is the right of each employee to review his/her record.

VII. Upon termination of an employee, all documents constituting the records will be gathered and placed in the inactive files. These records will be maintained in the Personnel Office for one year, then retired to the record holding area.

VIII. All personnel files are the property of the agency and the agency is not required to release information to former employees or third parties, whether the employment was terminated through personal or agency choice unless required to do so by Oklahoma statute or court order.

IX. RELEASE OF INFORMATION IN PERSONNEL FILES

Information concerning a current or former employee will be released only under limited circumstances as follows:

A. Bookkeeping or the Executive Director may answer requests regarding an employee’s earnings. Verification of earnings may be confirmed by telephone; specific amounts will be released upon written request of the employee.

B. Information regarding earnings in relation to garnishments will be answered by Bookkeeping or the Executive Director.

C. The Human Resource Director or Administrative Assistant will verify employment dates.

D. It will be an Agency policy that the questions, “Is the employee eligible for rehire?” will not be answered.

E. Former employees may request a letter of recommendation from the Executive Director, Program Manager, County Director and/or immediate supervisor. These letters will be written at the discretion of the appropriate person.
EMPLOYEE EVALUATIONS

Please see policy revision approved on 3/24/13 on www.incaca.org. Select Staff Only tab, select Human Resources, select Personnel Polices and Procedures and open the document called Employee Performance Evaluation.
LEAVE POLICIES AND PROCEDURES

I. Annual/Vacation Leave

II. Sick Leave:

III. Leave of Absence Without Pay:

IV. Absent Without Leave (AWOL):

V. Holidays:

VI. Funeral Leave:
Please see policy revision approved on 3/28/13 on [www.incacaa.org](http://www.incacaa.org). Select Staff Only tab, select Human Resources, select Personnel Polices and Procedures and open the document called Funeral and Bereavement.

VII. Administrative Leave:

VIII. Court and Jury Duty: Authorized for all categories of employees who in obedience to a subpoena or direction by proper authority, appears as a witness or a jury member for the Federal Government, the State of Oklahoma, or a political subdivision thereof or this Agency. When an employee is subpoenaed by private litigation by some party other than those outlined above or due to the employee’s own personal conduct, the time absent
shall be taken as vacation leave or leave without pay.

A. **Jury Duty** – Employees required to serve on jury duty will receive compensation from the Agency for each day of jury duty equal to eight hour pay at their regular straight time rate, or such lesser amount if the employee would not have otherwise worked an eight-hour day. In order to be eligible for such pay, employees required to serve on jury duty will give to the Agency any pay received from the governmental entity requiring his/her attendance. Specific reimbursements for mileage, parking fees and meals may be retained by the employee. Employees who are released from jury duty before two hours before the end of their work shift will immediately report to work. Failure to so report will relieve the Agency of any duty to pay that employee for that days jury duty.

B. **Witness Pay** – Any employee who is subpoenaed, or required by proper authority, to appear as a witness to testify on behalf of the Federal Government, the State of Oklahoma, or this Agency, will be entitled to a maximum of eight hours pay at his/her regular straight time rate for all hours in which the employee was actually required to be absent from work pursuant to the subpoena or direction by proper authority. Any witness fee received from the government unit requiring the employee’s attendance will be turned over to the Agency.

IX. **Military Leave**: Military Leave for temporary military training encampments shall not be counted against vacation time. This leave would not normally exceed fifteen working days in any program year. If an employee takes military leave for temporary military training encampments, the Agency will make up any deficit between his/her military base pay and the Agency pay. If the military pay is higher, there will be no Agency compensation.

A. Leave of absence for any military school, training, or duty as a member of a military reserve or National Guard unit which is not mandatorily required and at the desire of the member shall be charged as vacation leave or leave without pay at the discretion of the applicable Executive Director. Such absence will not exceed fifteen days during any one calendar year.

B. All leave for extended full-time military service resultant from the draft, enlistment, or activation of Reserve or National Guard members shall be granted in accordance with State and Federal Laws in effect at that time that the action takes place.

X. **Request for Absences**:

A. “Leave Request and Authorization” form will be used to request and report all types of absences. Subject form is used by the bookkeeping department to record absences on the employee’s leave record, to recoup pay for any period of leave without pay and to serve as a permanent record to verify absences reflected on
time cards. Forms will be filed within the leave record maintained by that division and may be reviewed by the employee upon his/her request.

B. **Daily Activity Report /Time Cards:**

1. A daily activity report will be initiated and completed for each employee of this Agency. Daily activity reports will be prepared by the appropriated work sections. Daily activity reports will be posted on a daily basis and reflect each type of absence incurred by the employee.

2. Time Keepers and County Directors are responsible for ensuring that time sheets are submitted on each assigned employee. In order that the payroll can be processed, time sheets must be completed, accurate, and signed. When an improperly completed time sheet is received, the appropriate supervisor will be notified. Erroneous time sheets will be corrected in the bookkeeping in conjunction with the employee and supervisor. Paychecks will not be released until time sheets are complete and accurate.

C. Leave Requests for personnel on approved leave should be completed before the individual departs and must be submitted on the proper date. Leave Request for personnel on unauthorized leave must also be properly completed and submitted with a notation in the employee’s signature block “on unauthorized leave”.

XI. **Family and Medical Leave:** INCA Community Services, Inc. is covered under the Family and Medical Leave Act of 1993. Under the FMLA, eligible employees are entitled to take up to 12 weeks of unpaid, job protected leave each year for specified family and medical reasons.

A. **Eligibility:** To be eligible for FMLA benefits, an employee must:

1. Work for INCA;
2. Have worked for INCA for a total of at least 12 months.
3. Have worked at least 1,250 hours over the previous 12 months and;
4. Work at a location where at least 50 employees are employed by the INCA within 75 miles;

B. Will grant an eligible employee up to a total of 12 workweeks of unpaid leave during any 12 month period for one or more of the following reasons;

1. For the birth or care of the newborn child of the employee (up to 12 weeks); or
2. For placement with the employee of a son or daughter for adoption or foster care (up to 12 weeks); or
3. To care for an immediate family member (spouse, child, or parent) with a
serious health condition (up to 12 weeks); or

4. To take medical leave when the employee is unable to work because of a serious health condition (up to 12 weeks); or

5. To handle qualifying exigencies that arise because of active duty (up to 12 weeks); or

6. To care for a family member who is covered servicemember who received a serious injury or illness in the line of duty (up to 26 weeks).

C. **Spouses employed by INCA** are jointly entitled to a combined total of 12 workweeks of family leave for
   1. The birth or placement of a child for adoption or foster care;
   2. and to care for a parent (but not a parent-in-law) who has a serious health condition;

D. **Military Family Leave:**
   1. **Covered Servicemember** is a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list for a serious illness or injury.
   2. **Military Care Giver Leave:** Eligible employees who are family members of covered service members will be able to take up to 26 workweeks of leave in a single 12 month period to care for a covered service member with a serious illness or injury incurred in the line of duty on active duty.
   3. **Next of Kin:** For the purpose of the 26 weeks of leave, an employee must be the spouse, son, daughter, parent, or next of kin of a covered service member. “Next of kin” is the nearest blood relative of the individual. Next of kin includes the following: Those who had legal custody, siblings, grandparents, aunts/uncles, first cousins. The servicemember may specifically designate in writing another blood relative as his or her nearest blood relative. However, when no such designation is made, all next of kin may take leave to provide care to the service member.

4. **Qualifying Exigency:**
   a. Qualifying exigencies are situations that require a rather immediate response as exigencies make urgent demands. Qualify exigencies include the following:
      (1) Short-notice deployment (seven days or less);
      (2) Military events and related activities;
      (3) Childcare and school activities;
      (4) Financial and legal arrangements;
      (5) Rest and recuperation (five days)
      (6) Counseling;
(7) Post-deployment activities (90 days);
(8) Other agreed upon between employee and executive director;

5. Time for child care allows employees to arrange for alternative child care, or to provide childcare on an urgent, immediate need basis, but not on a routine, regular, or everyday basis.

6. Qualifying exigencies is not available to employees who family members are career military members.

E. **Intermittent Leave**
1. Under some circumstances, employees may take FMLA leave intermittently, which means taking leave in blocks of time, or by reducing their normal weekly or daily work schedule.
2. If FMLA leave is for birth or placement for adoption or foster care, use of intermittent leave is subject to INCA’s approval.
3. FMLA leave may be taken intermittently whenever medically necessary to care for a seriously ill family member, or because the employee is seriously ill and unable to work.
4. An employee must do re-certification of an ongoing condition every 6 months in conjunction with an intermittent absence.
5. Where reasonable job safety concerns exist, the agency may require a fitness-for-duty certification before an employee may return to work when the employee takes intermittent leave.

F. **Substitution of Paid Leave**: FMLA leave is unpaid. Employees may take any accrued sick or annual concurrently with FMLA leave. An employee electing to use any type of paid leave concurrently with FMLA leave must follow the same terms and conditions of leave policy that apply to other employees for the use of such leave. The employee is always entitled to unpaid FMLA leave if he or she does not meet the condition for taking paid leave.

G. **Schedule Treatment**: When leave is needed to care for an immediate family member or the employee’s own illness, and is for planned medical treatment, the employee must try to schedule treatment so as not to unduly disrupt INCA’s operation.

H. **Light Duty**: Time spent in "light duty" work can not be counted toward any portion of the 12 weeks of FMLA, and if an employee is voluntarily doing light duty, he or she is not on FMLA leave.

I. **Definitions**:
1. “**Serious health condition**” means an illness, injury, impairment, or physical or mental condition that involves;
   a. Any period of incapacity requiring absence of more than three
calendar days from work, or other regular daily activities that also involve continuing treatment by (or under the supervision of) a health care provider.

(1) Continuing treatment is defined as two visits to a health care provider, the two visits must occur within 30 days of the start of the incapacity and the first visit must take place within 7 days of the first day of incapacity.

b. Any period of incapacity or treatment connected with inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility;

c. **Chronic Serious Health Conditions**: continuing treatment by (or under the supervision of) a health care provider for chronic or long term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three calendar days, and for prenatal care. In addition employees with chronic serious health conditions must visit a healthcare provider at least twice per year.

2. **“Health Care Provider”** means doctors of medicine or osteopathy authorized to practice medicine or surgery by the state in which the doctor practices; or

a. Pediatrics, dentists, clinical psychologists, optometrists and chiropractors (limited to manual manipulation of the spine to correct a subjugation as demonstrated by X-ray to exist) authorized to practice, and performing within the scope of their practice, under state law; or

b. Nurse practitioners and nurse – midwives authorized to practice, and performing within the scope of their practice, as defined under state law;

c. Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts.

J. **Maintenance of Health Benefits**

1. The agency is required to maintain group health insurance coverage for an employee on FMLA leave whenever such insurance was provided before the leave was taken and on the same terms is if the employee had continued to work. If applicable, arrangements will need to be made for employees to pay their share of health insurance premiums while on leave.

2. In some instances, INCA may recover premiums it paid to maintain health coverage for an employee who fails to return to work from FMLA leave.

K. **Job Restoration**

1. Upon return from FMLA leave, an employee must be restored to his or her
original job, or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions.

2. In addition, an employee’s use of FMLA leave cannot result in the loss of any employment benefit that the employee earned or was entitled to before using the FMLA leave.

3. Under specified and limited circumstances where restoration to employment will cause substantial and grievous economic injury to its operations, INCA may refuse to reinstate certain highly paid “key” employees after using FMLA leave during which health coverage was maintained. In order to do so INCA must:
   a. Notify the employee of his/her status as a “key” employee in response to employees’ notice of intent to take FMLA leave;
   b. Notify the employee as soon as INCA decides it will deny job restoration and explain the reasons for this decision.
   c. Offer the employee a reasonable opportunity to return to work for FMLA leave after giving this notice; and
   d. Make final determination as to whether reinstatement will be denied at the end of the leave period if the employee then requests restoration.
   e. A “key” employee is a salaried “eligible” employee who is among the highest paid ten percent of the employees within 75 miles of the work site.

L. Notice and Certification

1. Employees seeking to use FMLA leave may be required to provide:
   a. 30 day advance notice of the need to take FMLA leave when the need is foreseeable and such notice is practicable;
   b. Medical certifications supporting the need for leave due to a serious health condition affecting the employee or an immediate family member;
   c. Second or third medical opinions (at INCA’s expense) and periodic re-certification;
   d. Employee must call-in and report periodically during FMLA leave regarding the employee’s status and intent to return to work. No more than two weeks should expire between reporting to the Human Resource Department.
   e. A fitness-for-duty report certifying that the employees is able to resume work.

2. Upon notification by the agency the need of certification the employee has 15 days to provide it. If the employee provides an incomplete or
insufficient certification, the human resource department will provide the employee, in writing, what the certification needs to make it complete and/or sufficient. The employee then has seven days to provide corrections.

3. Employees who do not provide enough information to INCA in regards to leave may risk denial of the leave.

4. Upon obtaining enough information to determine whether the absence qualifies for FMLA, the Human Resource Director will provide the employee with a Designation Notice. This will include information on whether the leave will be designated as FMLA qualifying, requirements for fitness-for-duty certification. The agency will provide a list of essential function of the job for the health care provider to address for the employee to return to work.

5. If information is needed from an employee’s health care provider the Human Resource Director, Administrative Assistant and Executive Director will be the only staff authorized to indicate contact to insure confidentiality.

M. **Records:** The Human Resource Director is responsible for maintaining separate file from an employee general personnel files relating to medical certifications, re-certifications, or medical histories of employees or employees’ family members. All employee medical information is kept confidential. FMLA records are to be kept for at least three years.

N. **Waiver of Rights:** Employees may voluntarily settle or release their FMLA claims without court or department approval.
EMPLOYEE ATTENDANCE / WORK SCHEDULE

I. **POLICY:**
This Agency expects its employees to report to work on time when scheduled and to devote full attention and efforts to the job while on duty.

II. **Attendance:** Any employee who consistently fails to report to work as scheduled, who is consistently tardy to work, or who leaves his/her work station during scheduled duty without proper notification or authorization will be subject to disciplinary action which may include termination.

III. **Work Schedule:**

A. The normal work week of this Agency is eight hours per day, forty hours per week. An unpaid meal period will be provided during the normal work period. The meal period will be as close to the midpoint of the normal work period as practical giving due consideration to the efficiency of the Agency’s affairs. Each employee shall be entitled to two fifteen-minute breaks, one to be taken before meal period and one after meal period. Such breaks will not be used to extend lunch hours or to shorten the normal work period. It is the inherent responsibility of each supervisor to enforce this work policy and to discipline employees that do not adhere. Program directors desiring to deviate from the normal work schedule will obtain the approval of the Executive Director.

B. In accordance with provisions of the Fair Labor Standards Act, the official work week of INCA Community Services, Inc., shall consist of a calendar week which begins at 12:01 a.m. Sunday and ends at midnight the following Saturday night.

   1. **INCA Career Opportunities** - The individual HTS work schedule will be determined by the specifications of the IHP of the respective consumer, in coordination with the Department of Human Services Case Manager and the consumer's family or guardian. The work schedule, in some instances, may be variable from week to week, but in no event will the work schedule be in excess of forty hours within any given work week unless such excess work has been specifically been requested through the plan of care, case manager and/or emergencies not expected.

C. All hours over forty will be requested through the Executive Director. The Executive Director will authorize in writing only.
I. **POLICY:** The agency maintains updated job descriptions of each staff position, addressing as appropriate, roles and responsibilities, relevant qualifications, salary ranges, and employee benefits.

II. **PROCEDURES:**

A. The agency maintains adequate, up-to-date descriptions of each job position authorized. Job Descriptions will be developed by program directors for occupations pertinent to their area of responsibility. Job descriptions applicable to the administration of the agency will be developed by the Executive Director.

B. Job Descriptions will be reviewed by the Program Director for policy compliance and compliance with existing Federal and State laws and regulations.

C. There will be no personnel actions effected on a particular position until a job description has been approved by the Executive Director.

D. Qualifications standards will be used to effect recruitment and personnel actions and may be waived only by the Executive Director.

E. Each employee will be furnished a copy of their job description by the staff enrolling a new employee during their initial in-processing. Supervisors will furnish employees with copies of revised job descriptions.

F. The Human Resource Director shall maintain a master set of all approved job descriptions. The Executive Director shall cause the review of all job descriptions on an as needed basis to insure accuracy and update.

G. **Head Start Personnel:** Proposed changes to job descriptions must be submitted to Policy Council for approval.

H. **INCA Career Opportunities Personnel:** The INCA Career Opportunities Director will furnish the INCA Career Opportunities Human Rights Committee with a copy of all job descriptions for INCA Career Opportunities and insure that new and revised job descriptions are furnished on a timely basis.

I. **Employee Classifications**

1. **Regular Full Time** - A regular full time employee is one who works a full forty hour week, whose employment is not time limited and who has completed the introductory period of six months.

2. **Regular Part Time** - A regular part time employee is one who
works less than a forty-hour week on a regularly scheduled basis and whose employment is not time limited, and who completed the probationary period of at least six months.

3. Temporary Full Time - A temporary full time employee is one who works a full 40 hours a week, but whose duration of employment is limited to a definite number of days, weeks or months to be worked.

4. Temporary Part Time - A temporary part time employee is one who works less than 40 hours a week on a regularly scheduled basis, whose employment is limited to a definite number of days, weeks or months.

5. Flex/Substitutes - Temporaries or regular part time not having a regularly scheduled tour of duty.

6. Consultant - A person serving with, or without compensation, who provides expertise in a particular field.

7. Exempt Employee - Those employees who are paid on a salary basis, are not eligible for overtime pay, and whose positions meet specific test established by the Fair Labor Standards and state law.

8. Non-exempt Employees - Those employee whose positions do not meet the FLSA exemption from overtime test and who are paid one and one half times their regular rate of pay for overtime as required by state and federal law.
EMPLOYEE FRINGE BENEFITS

I. **POLICY:** This Agency will comply and provide the mandatory fringe benefits directed by federal, state and local laws. It is also the policy of this Agency to provide other benefits related to employee morale and welfare within the limits of available funds per program.

II. **PROCEDURES:**

A. **Social Security:**
   All employees of this Agency are without option covered by the Federal Social Security (FICA) Retirement and Disability Program. The mandatory contributions to FICA are shared by the Agency and the employee in the amounts specified by the Federal Government.

B. **Unemployment Compensation:**
   This Agency will contribute for State Unemployment Insurance at the rate prescribed by the Oklahoma Security Act (Title 40, Chapter 6, Oklahoma Statutes 1961) as amended and as administered by the Employment Security Commission. Eligibility for benefits is determined for each individual case and claims are processed by the applicable employment office. The periods and reasons for disqualification from receiving such benefits as established by State Law are as follows:
   1. Leaving work voluntarily without good cause; discharge for misconduct connected with work; failure to apply for or accept suitable work until re-employed and earns ten times weekly benefit amount.
   2. Labor dispute – duration.
   3. Receiving Social Security benefits or retirement benefits under an established plan – duration.
   4. Receiving unemployment benefits under another law – period payment are made.
   5. Misrepresentation to obtain benefits.
   6. Incarceration under State Department of Corrections – duration.
   7. Employee, whether in instructional, research, or principle administrative capacity, or non-professional capacity, who perform services for non-profit or public institution in one academic year or term.
   8. Professional athletes between season.
   9. Alien unless lawfully admitted for permanent residence or permanently residing under code of law.

III. **Group Insurance Plan:**
A. This Agency provides a Group Insurance Plan (Health, Life) for eligible permanent employees in programs where funds are available. Both employees and their family members are eligible to participate in this plan as soon as the employee has completed six months of work. Full-time Part-time employees must work at least thirty hours per week to participate in the plan. Enrollment in the plan is voluntary and premiums are paid through the payroll deduction plan. The costs of premiums are shared by both the Agency and the employee. Dependent coverage cost shall be born by the employee.

B. INCA Career Opportunities: HTS employees can participate in INCA Career Opportunities group health and life insurance plan at the employee’s expense. Coverage will begin on the first of the month following satisfactory completion of the introductory period. Premiums will be payable by payroll deduction with a properly executed form.

C. Employees that enter into any type of leave without pay or leave with pay that is not covered by Family Medical Leave Act or if pay earned is not sufficient to pay their share of the premium, must reimburse the Bookkeeping Department for the appropriate premium so that insurance benefits may remain in effect.

D. Head Start employees that only work ten-months per year must also reimburse the Agency for the employee and employer’s share during their time off and prior to their last duty day before the summer break. Reimbursement will be made in the form of personal check or money order, payable to the agency and sent to the Bookkeeping Department for deposit into the fund from which insurance premiums are paid. The failure of the employee to effect payment action will cause the insurance to be terminated and re-enrollment procedures followed before he or she can be re-insured.

E. Responsibility for administering the Group Insurance Plan is assigned to the Administrative Assistant. Assistance required in this subject area should be directed to the Administrative Assistant. Employees must submit all claims as soon as possible so as to insure the timely payment of medical bills.

F. It is the responsibility of each employee to add or delete dependent coverage from the Group Insurance Plan. These actions may be effected only through the authorization of the employee.

G. Each eligible employee will be advised of Group Insurance Plan benefits by the Central Office.

IV. Workers’ Compensation:
A. All employees of this Agency, regardless of category, are covered by the Worker’s Compensation Insurance is fully borne by the Agency at no cost to the employee. Workers’ Compensation is administered by the State Insurance Fund and within this Agency is the responsibility of the Administrative Services Division. The amount of compensation received is determined by the Worker’s Compensation Court. This insurance is applicable to only on-the-job accidents or for those employees who get sick from diseases caused by the job.

B. The success of the Worker’s Compensation Program is dependent upon timely submission of applicable forms. Form submission is required as follows:

1. **Employer’s First Notice of Injury**, must be filled out as soon as the supervisor is notified of an injury or an alleged injury. Even if the validity of the claim is in doubt, it is mandatory that supervisors complete this form using the information that the employee claims as fact to fill out the questions. Failure to file a employer’s first notice of Injury will result in no compensation payments.

2. **Employees First Notice of Injury**, should be completed if the employee is going to be off work more than three days without pay. Again, no compensation payments will be awarded until this form is completed and filed. If the injury requires payment of medical treatment only, it is only necessary to complete an Employer’s First Notice of Injury. The Employees First Notice of Injury is mandatory only if the employee is going to miss three days of work without pay or is permanently impaired.

3. Both forms will be submitted to the Human Resource Director or Administrative Assistant. Do Not send forms directly to the State Insurance Fund.

V. **Retirement Program:**

A. The retirement program has been put into place for employees wanting to participate. An employee must be permanent full time, permanent defined as those working a minimum of nine (9) months during the year (4) hours per day. Contract employees will be on an introductory status for six (6) months before they are eligible. After eligibility is established, the employee may be initiated into the program at the beginning of the fiscal year, if funds are available.
EXEMPT EMPLOYEES

I. Purpose: The purpose of this policy and procedures is to provide for accurate time and attendance records for staff who are exempt from the wage and hour provision of the Fair Labor Standards Act (FLSA) and who earn annual and sick leave.

II. Exempt Employee - are those employees exempt from the overtime provisions of the Fair Labor Standards Act under an executive, professional, or administrative exemption. The work of employees in exempt positions is not measured solely by the hours worked. Employees in exempt positions are expected to work the hours necessary to complete assignments on a schedule that satisfies the requirements of the job. A full-time commitment typically requires a minimum of 40 hours a week.

III. Leave Policies and Procedures
   A. Policy: Staff whose duties and responsibilities are such that they:
      1. are determined to be exempt from the wage and hour provisions of the FLSA, and
      2. earn annual/sick leave, are expected to follow the agency’s Leave Policies and Procedures.
      a. They must account for periods time away from work by submitting approved time sheet and leave slips to the payroll department. This procedures establishes work schedules, work hours, and procedure for recording leave for Exempt Employees.

IV. Work Schedule - A typical work schedule for Exempt employees will be eight hours daily, Monday through Friday, with a standard schedule approved by the supervisor. The standard work schedule shall be confirmed in writing when an exempt employee is hired.

V. Hours Worked - include any hours that the agency requires or permits an employee to work.

VI. Requirement to Record Time - Exempt employees must complete time records on a bi-weekly basis. Exempt employed should record actually worked and hours absent during the workweek. Employee shall record leave usage (such as Annual Leave, Sick Leave, Holiday Leave) absences
during regularly scheduled duty days will require the recording of leave, either paid or approved leave of absence without pay.

VII. **Partial Day Absences** - It is expected that exempt employees routinely report to work for a minimum of a forty hour work week and are expected to work until their work is completed.

A. An absence of two hours or less in a two-week pay period is not recorded on an Exempt Employee’s time sheet, provided that the employee is able to satisfy the requirements of the job during the remainder of the biweekly pay period, as certified by the supervisor. This is considered a temporary schedule change and shall be recorded on the Daily Activity Sheet.

B. Any absence of more than two hours in a pay period must be recorded under the appropriate leave category on the time sheet during the bi-weekly pay period and proper paperwork completed.

C. If an exempt employee’s supervisor perceives patterns of abuse of partial day absences in order not to claim sick or vacation leave hours, counseling on the abuse will be initiated and possible disciplinary actions taken.

VIII. **Excessive Work Period** - In exceptional circumstances, an employee, who is exempt from FLSA and whose duties require work in excess of forty-eight hours in a peak work week, may, with the prior approval of the supervisor, be authorized to take a specified amount of time off from work without reporting annual or sick leave. However, such time off shall be taken within a period of two weeks after the period in which more than forty-eight hours are worked.

IX. Circumstance in which pay deductions can be made:

Full day deductions from pay are permissible when an exempt employee:

A. Absences from work for one or more full days for personal reasons other than sickness or disability after annual leave balance has been exhausted.

B. Absences from work for one or more full days for sickness or illness after sick leave balance has been exhausted.

C. Absences of one or more full days due to court appearance for personal reasons
D. Absences of one or more full days due to military leave and annual leave has been exhausted.
E. Deductions for the first and last week of employment, when only part of the week is worked by the employee.
F. Deductions for unpaid leave taken in accordance with a legitimate absence under the Family and Medical Leave Act.
G. Penalties imposed by infractions of safety rules of major significance.
H. Unpaid disciplinary suspensions of one or more full days under agency’s disciplinary policy. In these circumstances, either partial day or full day deductions may be made.

X. Circumstance in which pay deductions cannot be made:

Deduction from pay cannot be made as a result of absences due to the circumstances listed below:

A. Jury Duty.
B. Attendance as a witness
C. Temporary military leave
D. Absences caused by the employer
E. Absences causes by the operating requirements of the business
F. The amount(s) of compensation received by the employee for jury or witness duty or military leave may be applied to offset the pay otherwise due to the employee for the week.
G. Partial day amounts other than those mentioned above.
TRAVEL AND TRANSPORTATION

I. POLICY:
Within budgetary limitations, this Agency will authorize and pay for employee travel incident for attendance at meetings, conferences, conventions, training symposiums, etc., when such attendance is a direct benefit to the achievement of the objective related to the Agency’s mission. Attendance at such activities will not be authorized when the primary benefit is to the individual employee rather than to the accomplishments of the Agency’s mission. Attendance will not be authorized in lieu of personal benefits, incentives, or rewards for past or present performance. This Agency will also reimburse employees for mileage from the required use of personal vehicles in the accomplishment of their assigned duties.

II. PROCEDURE:
A. Travel:
   1. Per diem and mileage rates will be consistent with state and federal instructions. Mileage rates for use of privately-owned vehicles, both within and outside the city, will represent per diem and mileage rate set by the State.
   2. Local travel is defined as travel to locations that are within fifty miles of the agency’s service area border. Out of area travel is defined as travel to locations that exceed fifty miles from the agency’s service area border.
   3. Employees shall gain approval prior to their departure from the Executive Director or his/her designated representative for out of area travel for which they are expecting reimbursement. Approval may be given in written or electronic communication.
   4. Upon the conclusion of travel, all employees must complete and submit a travel claim to the Bookkeeping Department. Documentation and receipts with regard to transportation costs, special registration fees, copy of approval, etc., must be attached to the travel claim.
   5. Travel monies for out-of-town travel may be advanced when requested on the properly authorized form up to an amount equal to the estimated cost shown therein. No advance of monies will be made for local travel. Such advances will be authorized only when necessary. Amount
of monies advanced will be based on the prudent estimates of the cost of the trip. Travel advances are recorded in the accounting records as accounts receivable from employees. The disposition of travel monies advanced will be reported to the Bookkeeping Department within five days after the travel is completed and any unused portion of the travel advance returned at this time. The Bookkeeping Department will ensure that all travel advances are accounted for promptly and cleared from records. Employees who fail to comply with these procedures will have the travel advance recouped from their wages.

6. Requests for local travel will be completed and forwarded through supervisory channels to the Bookkeeping Department no later than the last day of the month. All expenditures will be furnished for each segment of travel along with points visited each day. Travel claims will cut off on the last day of each month and will be paid by the 5th day of the following month. Late claims will be paid during a subsequent processing cycle. Incomplete claims will be returned unprocessed.

7. Local travel claims will be approved by County Directors or Program Directors.

B. Transportation:

1. Vehicles purchased and maintained by this Agency are to be used in the accomplishment of specific program missions. Vehicles will not be used for any of the following purposes:
   a. To further personal or pleasure purposes under any circumstances.
   b. To enable persons to participate in any form if direct action which is designed with the intent to involve physical injury to persons.
   c. To take voters to and from polls to vote in any election except for public transportation vehicles in which the rider requests his/her destination and pays appropriate fare.
   d. To transport persons to and from registration centers to register to vote, except for public transportation vehicles in which the rider requests his/her destination and pays appropriate fare.
e. To conduct any of the lobbying activities prohibited by the funding agencies.
f. To commute on a regular, daily basis between residence and place of business. (Unless approved by the Executive Director).
g. To conduct or assist any other activity forbidden by federal guidelines, grant conditions or provisions, which are in violation of Federal, State, or Local court.

2. Employees who violate the above vehicle use restrictions will be subject to disciplinary actions.

PROMOTIONS / TRANSFERS/ VOLUNTARY DEMOTIONS

I.  POLICY:
It is the policy of this Agency to provide deserving and qualified employees with upward mobility and progression opportunities and the latitude to change positions and duty locations.

II. PROMOTIONS/TRANSFERS:

A. Promotion is defined as a position where the salary range is higher than the former position and range. In the case of promotion, the employee will be eligible for an increase to the new position’s minimum salary, or an increase calculated to fit in the new range. A new six month introductory period will begin with the date of this change.
B. **Transfer** is a lateral move to a different position with little difference in the wage and salary. The employee’s rate will not change. A new six month introductory period will begin with the date of this change.

C. **Benefit Accruals:** If an employee transfer results in an employee becoming benefit eligible, then benefit accruals will begin effective with the change at the first of the month. Health and Dental benefits will become effective after the six-month waiting period, as done for new hires.

D. All interested employees are encouraged to apply for promotions and transfers. Any decisions made after the interviewing process will be based upon the ability, qualifications and the performance of the candidates for the open posted positions.

E. Employees interest in a posted position must fill out an application. The applications are placed in the desired recruitment packet and screened for interviews.

F. Current employees must have successfully completed their six-month probation period before applying for a posted position unless waived by the Executive Director.

G. All employees who meet the required qualifications will be interviewed by the appropriate interview committee. All other qualifications and abilities being equal, priority consideration will be given to internal candidates for available positions.

*Head Start:* Interview/screening committee for positions will include a parent appointed by the Policy Council.

H. The Executive Director is the final approving authority on all promotions and transfers. In justifiable circumstances the Executive Director may: 1) wave interviews for internal candidates, if there is only one in-house applicant for the posted position; 2) waive the six-month probation period time; 3) waive the waiting period for health and dental benefits.

### III. VOLUNTARY DEMOTION:

A. Voluntary Demotion: is defined as a position where the salary range is lower than the former position and range. A new six month review cycle
will begin with the date of this change. Such action may only be effected at the concurrence of the employee. Voluntary demotions will not be effected for disciplinary reasons.

B. The employee must meet the job qualifications for the positions to which demotion is requested. Voluntary demotions are not subject to appeal. A voluntary demotion does not preclude the employee from competing for future promotions.

C. The employee’s rate of pay upon demotion will be set by the Executive Director. The rate may be set at a rate nearest to the current salary received before demotion or at a lower rate of the position to which demoted. A higher rate of pay cannot be set.

D. A position vacancy must exist for the job classification to which demotion is requested.

E. The following document is required to effect a voluntary demotion: A letter signed by the employee requesting a voluntary demotion to include the expected salary rate.

F. The Executive Director is the approving authority for all voluntary demotions.

IV. INTER-AGENCY TRANSFER:

A. An employee may request in writing a change of duty location from one agency site to another within his/her same job classification. For example: from the West (Murray County) to the East (Atoka County). Such requests will be submitted through immediate supervisors to the appropriate program director. Such directors may disapprove requests without referral to the Executive Director. Disapprovals will be in writing to the employee with a copy filed in the personnel record. The Executive Director has the final approval authority.

B. The Executive Director has the prerogative to transfer an individual to another duty location when in the best interest of the individual and the agency. Such transfers are not subject to appeal.

REDUCTION IN FORCE

I. POLICY:
In the event of a staff cutback, reduction in hours, or layoff due to a direct result of the discontinuation of or cutbacks in program funds, cost containment, or structural reorganization within the agency, staff will be affected by the
downsizing. All decision will be free of unlawful discrimination and disparate impact.

II. PROCEDURES:

A. When confronted with the requirement for reduction, affected employees may choose to elicit and consider a voluntary reduction of hours or days of work, or reduce, eliminate or reallocate a service or function.

B. Voluntary Reduction of Hours: When the program deems it necessary to reduce the number of work hours for a particular shift, classification, or program, the following procedures will apply:
   1. All recruitment, hiring and transfers to the affected job classification will be frozen.
   2. Any reasonable request of time off without pay will be considered.
   3. Employees will be encouraged to take accrued vacation time off.

C. Involuntary Reduction of Hours. If a voluntary reduction in employees’ hour is not deemed appropriate or is not sufficient to meet the program’s needs and objectives, it may implement an involuntary reduction in hours or days of work. Such reductions will be administered to maximize productivity and efficiency and can be made on a temporary, indefinite or permanent basis. A plan established within the affected program to best satisfy the current and projected needs may specify a rotation of those to be affected by the reduction in hours.

D. Layoff: If the program determines that the options noted above are insufficient or inappropriate to meets its needs and objectives, it may decide to implement a layoff. Layoffs involve terminating employees for non-disciplinary reasons, and will be final. For six months following a layoff, priority in rehiring will be given to those employees laid off, based on the factors considered in the layoff process. If re-employed with the program within six months, the employee will be reinstated to the position.

E. Although the program may vary the order of layoffs to meet their needs and objectives, layoff will normally be administered in the following sequence:
   1. Temporary employees, flex, substitutes
   2. Part time without group benefits employees
   3. Other employees, as deemed necessary

F. Individuals withing each of the employment statuses identified above will be selected for layoff based on the following factors, and in the following sequence:
   1. Skill and ability to perform the work
2. Job performance history, including performance evaluations, documented achievements, such as participation in special projects, and documented disciplinary warnings.

3. If there is no significant difference in skill and job performance, then job tenure within the program will be considered. Job tenure is defined as length of service in the program, minus any no-work related leaves of absence.

G. NOTICE: Employees will be given a minimum two-week notice, in writing, of a layoff situation, or pay in lieu of notice.

H. Employees terminated by reduction in force have no appeal right.

I. All proposed layoffs are subject to review and approval by the Board of Directors.

J. Head Start: Proposed layoffs are subject to review and approval by the Policy Council.

K. Career Opportunities: Employment of the HTS is determined ultimately by the requirements of the consumer. Should the consumer no longer require the services of the HTS, due to death, relocation, or other causes, the HTS will be placed in a status until such time as he/she can be placed with another consumer.

**INCLEMENT WEATHER POLICY**

RECRUITMENT AND HIRING PRACTICES

I. **POLICY:**

This Agency fills vacancies with the most qualified candidates while providing equal opportunities to all.

II. **Recruitment procedures:**

A. The Central Office will announce or advertise vacancies only at the request of the applicable directors. Due to budgetary limitations, certain vacancies may not be filled immediately upon being vacated.

B. The minimum qualifications for the position are listed on the job opening announcement. It must include the appropriate contact information for how potential applicants should apply.

C. Announcement of job opening is made through any combination of the following methods as determined by management staff. Recruitment methods may include, but are not limited to, the following:

1. Job Opening Notices
2. Posted in county offices.
3. Widely circulated among staff through flyers, faxes and e-mails.
4. Flyers posted in the community
5. Walk-In Applicants.
6. News medial advertisements. All advertising will include the statement “An Equal Opportunity Employer.”
7. Letters mailed to Head Start Parents
8. Announcements through special publications / newsletters
9. Phone calls/faxes to community partners
10. Job fairs
11. Internet web site.
12. Contact with local and state agencies to include minority and handicap organizations and state employment offices.
13. INCA Career Opportunities will maintain a roster of qualified HTS providers.
III.  CATEGORIES OF EMPLOYEE:

For the purpose of recruitment, hiring, and the assignment of benefits, the following categories of employees are established and defined:

A.  **Introductory**: Hired for the purpose of filling a permanent Agency position, either full or part-time. A six-month period introductory is applicable. An introductory employee is eligible for all assigned Agency benefits for that position after six (6) months. At the satisfactory completion of the introductory period, the individual enters into a permanent status.

B.  **Temporary**: Hired either full or part-time for a specific position and for a specific period of time. This category of employees must compete with all other applicants if they desire to be hired to fill a permanent Agency position. The only benefits afforded a temporary employee are Workers Compensation and Social Security.

C.  **Flex**: A temporary employee not having a regular tour of duty. Employee benefits are not applicable except as contained in the specific program.

D.  **Consultant**: A professional person hired to provide expertise or a service within a specific program or area. Employee benefits are not applicable.

E.  **Contract Personnel**: Individuals that enter into a contract with this Agency to complete a work project or to provide continuing required service necessary to accomplish a specific Agency mission. Employee benefits are not applicable except as contained in the specific contract.

F.  **Wavered Service Contract Employee**: (Career Opportunities) An employee who works irregular hours based on the specifications of an IHP and the determined needs and preferences of the consumer’s family or guardian.

IV.  INTERVIEW AND SELECTION PROCESS:

A.  Selection procedures may include written tests, oral tests, performance test, physical agility test, assessment centers, training and experience evaluations, any combination of these, or others.

B.  Selection procedures must be practical, job related, and constructed to sample the knowledge skills, ability and/ or the personal attributes required for successful job performance.

C.  The central office or designated county office will accept “Application for Employment” forms until the cutoff date as established in the announcement or
advertisement. The Executive Director has the authority to reject applications submitted after the cutoff date.

D. The central office or designated management staff will screen all applications to insure that applicants meet the minimum qualifications set forth in job descriptions. Applicants that do not meet the job qualifications will not be scheduled for interviews unless waived by the Executive Director.

E. Before an employee is hired, the program conducts an interview with the applicant.

F. The program director will coordinate the date and times to interview the applicants. The designated management staff will notify applicants of the date, time, and place they are to report for an interview.

G. Before an employee is hired applicants must consent to a criminal history investigation. The agency will conduct a state or national criminal record check. If it is not feasible to obtain a criminal record check prior to hiring, an employee will not be considered permanent until such a check has been completed.

H. For personnel selected for employment, the Central Office or designated management staff will notify them of the fact that they were selected and the date and time to report for work.

I. The agency is subject to and will maintain compliance with Section 504 of the Rehabilitation Act of 1973 in the hiring, promotion, and in general relations with otherwise qualified disabled candidate and employees.

V. **HIRING OF HEAD START PERSONNEL:**

A. Before a Head Start employee is hired permanently, the agency conducts a verification of personal references. Introductory employee will submit their references to the Head Start Director.

B. The Head Start Program Director reviews and insure that only candidates with the qualifications specified in the Head Start Regulations (1304.52 and 1306.21) are hired.

C. Current and former Head Start parents receive preference for employment vacancies for which they are qualified.

D. Applicants in the Head Start program will be interviewed and ranked by the Interview Committee. The first choice for the position will be presented to the Policy Council who must approve or disapprove of the selection. The Policy Council disapproves of the individual recommended. The next ranked choice is presented for consideration. The Executive Director will make final decisions regarding employment in compliance with the Head Start Performance Standards 1304.50.
E. The Head Start Policy Council must approve/disapprove the hiring of Head Start personnel. No individual will be hired on a permanent basis until notice is received by the Executive Director from the Chairperson of the Head Start Policy Council or his/her representative.

F. Head Start staff hired while under the policy’s six month introductory period can be terminated without Policy Council’s approval.

VI. NON-SELECTION PROCESS:

Applicants shall receive a written response to their job application form the agency. They will advise those applicants who were not selected for the position. Notifications will not be made until the selection process has been completed.

VII. HIRING RESTRICTIONS:

A. Criminal Records:
   1. The agency requires that all current and prospective employees sign a declaration prior to employment that lists:
   2. All pending and prior criminal arrests and charges related to child sexual abuse and their disposition;
   3. Conviction related to other forms of child abuse and neglect; and all convictions of violent felonies. The signed declaration may exclude
      a. Traffic fines of $200.00 or less;
      b. Any offense, other than any offense related to child abuse and/or child sexual abuse or violent felonies, committed before the prospective employee’s 18th birthday which was finally adjudicated in a juvenile court too under a youth offender law
      c. Any conviction the record show which has been expunged under Federal or State law; and
   4. Any convictions set aside under the Federal Youth Correction Act or similar State authority.

B. Criminal Conviction: Conviction of a crime does not necessarily preclude employment within the agency; however, conviction may disqualify an applicant from holding certain positions. Full disclosure of any such record will be required and any false information entered on an application will be grounds for automatic disqualification. Applicants for employment will be required will be
required to complete the section of the “Application for Employment” form disclosing any criminal convictions, pending felony charges, and charges related to child sexual abuse and their disposition. Convictions related to other forms of child abuse and neglect. Arrests which did not result in a conviction need not be recorded. The employment of ex-offenders will be handled on an individual basis and considered in relation to the position to be filled. Assessment of an applicant’s potential for rehabilitation will be considered. Since employment opportunities are essential to the rehabilitative process, opportunity will be provided to employ persons with criminal records after review of the individual case. The following criteria will be used in reviewing records:

1. Nature and seriousness of the offense
2. Circumstances under which it occurred.
3. How long ago.
4. Whether first or repeated offense.
5. Age at the time offense was committed.
6. Social conditions which may have contributed.
7. Evidence of rehabilitation.
8. Type position for which applicant is applying.

C. Nepotism:

1. No person may be hired for position or promoted to a new position while a member of his/her immediate family serves on the Board of Directors or on the Policy Council Committee responsible for selecting or having personnel authority over his/her position. If a member of an employee’s immediate family is elected or appointed to a board or committee subsequent to the date of initial hire, the board member must either resign or termination action of the employee effected. Such policy also applies to family members related through marriage.

2. No person may be hired for or promoted to a position over which a member of his/her immediate family exercises supervisory authority.

3. Relative within the third degree is defined as follows: Parents, Spouse, Nephew/Niece, Aunt/Uncle, Children, Grandchildren, Grandparents, Great Grandparents, Great Grandchildren, Brother/Sister, Spouse’s Grandparents, Spouse’s Great Grandparents, Spouse’s Children, Spouse’s Grandchildren, Spouse’s Parents, Spouse’s Brother/Sister, Spouse’s Nephew/Niece, or Spouse’s Aunt/Uncle.
D. **False Information**: If it is determined that an applicant has rendered false information on the “Job Application” form, he/she will be disqualified from further hiring consideration for any position within this Agency. If the determination is discovered after the employee has been hired, he/she will be immediately terminated with no appeal rights.

VIII. **Employment Favoritism**: Employment with this Agency will not be offered as a reward for political activity, the active support of a party of a political candidate, being a member of a specific organization or group or as a favor to a board member or committee member or an active employee of the Agency.

IX. **SPECIAL EMPLOYMENT QUALIFICATIONS**:

   A. Physical Examinations: As a condition of employment, this Agency may require a physical examination. Such examination will only be required if the position requires a specific physical capability. The cost of such examinations will be borne by the applicant unless approved by the Executive Director.

   B. *Head Start* employees who work with children must have a physical exam, cost to be employee’s responsibility, and provide Agency with copy of results. This is to ensure that such employees are physically able to perform the work which goes with caring for young children.
INTRODUCTORY PERIOD

I. Policy

The introductory period is the final phase of the examination process and is utilized by the appointing authority for the effective adjustment of the new employee.

II. Procedure

A. All appointments, whether for original entrance or promotion, are subject to an introductory period.

B. All employees hired will be required to serve a six-month introductory period. The purpose of this period is to insure that the individual can satisfactorily perform in the job for which hired, follow the rules and regulations, and to examine and act on the results of the criminal record checks.

C. Introductory periods may not be less than six months nor more than two years. Introductory periods in excess of six months may be requested by an appointing authority but are subject to approval by the Executive Director.

D. The introductory period commences from the date of appointment.

E. An introductory employee may be rejected from the service at any time.

F. Introductory employees become permanent on the date ending their specified probationary period. If it is determined that an employee’s performance has been unsatisfactory during the Introductory period, his/her termination will be effected without the right to appeal. Termination must be effected before the end of the introductory period or the employee will become permanent.
G. Introductory employees that are required to be absent from duty for thirty continuous or more days due to sickness or other valid and authorized reasons will have their introductory period extended for the same number of calendar days. Such absence must not cause any undue stress to the program and be authorized by the Executive Director.

III. NEW EMPLOYEE IN-PROCESSING:

All new employment candidates will report to the appropriate county office for in-processing before they report to their duty section. As a minimum employee in-processing will consist of the following:

A. The initiation of an employee record and the completion of required Agency forms.
B. Pre-Employment Drug Testing.
D. Furnishing the employee with a copy of his/her job description.
E. Explanation of employee benefits available.

IV. ORIENTATION OF NEW EMPLOYEES:

The Agency provides orientation for all new employees and re-hired employees.

A. The purpose of the orientation is to provide identification with the agency and the programs as well as education regarding policies, procedures and employee responsibilities.
B. Most positions at INCA require “on the job” training. It is the responsibility of each supervisor to provide new employees with a one-on-one orientation of their duties and responsibilities and agency’s rules and policies.
C. Topics covered in new-employee orientations include, but are not limited to, the following: overview of the agency and programs, policies and procedures, community partners, program’s operations, program goals and philosophy and the ways in which they are implemented, paperwork/forms, safety training, responsibilities of employees, federal and state regulations and program’s performance standards and staff introductions.
WAGE AND COMPENSATION PLAN

I. POLICY:

Employee salaries and benefits will be based on local prevailing practices. Compensation will depict a fair and standard system regarding equal pay for equal work.

A. COMPENSATION PLAN

A compensation plan will be established for this Agency that will govern pay rates of all positions of this Agency.

1. Employees are paid salaries that reflect due regard to market rates in combination with internal budget requirements for job market competitiveness and job performance. No employee will be paid at a lower rate than the minimum wage as set by state and federal law.

2. Upon request by the Board of Directors the Executive Director or his designee will conduct a wage comparability study to insure compliance with the above policy.

3. A salary range will be established for all positions.

4. All personnel positions, periodic increases, promotions, or job changes shall not be in conflict with funding agency regulations.

5. Implementation of the comparability wage scale is dependent upon budget considerations and is within the discretion of the Execute Director.

6. All types of pay increases will be dependent on the availability of funds.
7. Updated salary ranges, new positions, re-classifications or upgrades must be approved by the Board of Directors. All Head Start new positions, re-classifications or upgrades must also be approved by the Head Start Policy Council.

8. Hourly non-exempt employees who work more than 40 hours in a workweek will receive compensation for the additional hours at 1 ½ times their normal hourly rate. Approval from the program manager is required before any overtime is worked. Working unauthorized overtime will be subject to disciplinary action, up to and including termination.

9. The Wage and Compensation Plan will be followed only if funds are available.

B. SALARY ADJUSTMENTS:

1. **Salary Adjustments When Salary Ranges are Changed**: At any time a salary range is changed for a specific position, all employees in that position will receive an adjustment to the salary range. No person’s salary may be reduced as a result of such change and all persons will be given uniform treatment.

2. **Salary When Promoted**: Employees who are promoted will receive at least a four percent increase in salary if funds are available.

3. **Salary When Transferred**: When an employee is transferred from one facility or program to another and there is no promotion involved, the salary will remain the same.

4. **Salary When Voluntarily or Involuntarily Demoted**: The final rate of pay will be set by the Executive Director. The rate maybe set at the current salary received before demotion or at a lower rate down to the lower end of the pay scale of the position to which demoted. A higher rate of pay will not be set.

C. MERIT INCREASE:

1. Certain employees are eligible for merit increases. Employees on
a designated contract may be eligible for merit increases per the individual contract agreement.

2. Merit increases are awarded with a performance rating of “Satisfactory” or above at the following intervals:
   a. At the completion of a new hire’s six month introductory period, and annually thereafter.
   b. Upon obtaining degree in a job related field.

A rating of “Needs Improvement” will require a work plan and follow-up evaluations.

3. Merit increase percentage rates for each program are reviewed by the Executive Director with input and recommendations from the Program Directors on a yearly basis. Merit increases are only given if funds are available.

4. The first day of the pay period following successful completion of the evaluation period will be the date used for payroll processing of merit increases, provided that the completed performance evaluations have been successfully processed.

D. PAY PERIODS:

It is the policy of the agency to pay employees on a regular basis and in a manner so that the amount, method and timing of such payments comply with any applicable laws or regulations.

1. Payroll periods end on the 15th and the final day of the month. Paychecks will be distributed five (5) working days after the end of each pay period.

2. The Bookkeeping Department is responsible for the Agency Payroll. Paychecks will be distributed to the employee per his/her authorization form. Checks will not be held in individual sections or work sites. If an individual desires that another person pick up his/her check, they must initiate a written letter of authorization. Such letters will be maintained on file with the Bookkeeping Department. This will not be approved except in emergency basis.

E. Recoupment of Pay: All overpayments of wages, salaries, or other benefits to an employee will be recouped as a just debt to Federal, State,
City or other funding sources. Such action will be effected during the next regular pay period after the error has been identified. At the approval of the Executive Director, recoupment actions may be effected over more than one pay period. Employees should immediately notify the Bookkeeping Department of any known pay errors.

F. **Approval Authority:** All personnel actions effecting wage and compensation changes will be approved by the Executive Director.
EMPLOYEE RESPONSIBILITIES

I. Employees are expected to perform their duties to the best of their ability so as to achieve optimum productivity concerning any duties to which they may be assigned.

II. **Start Time:** Each employee will be individually responsible to arrive at his/her assigned work location or facility in sufficient time to assume the responsibilities of his/her job at the scheduled starting time. Failure to comply with these provisions will constitute grounds for discipline up to and including discharge.
   
   A. Any employee who is unable to report to work at his/her scheduled starting time, shall personally notify a responsible agency representative as far in advance as possible and, in any event, no later 15 minutes after their designated start time, or furnish a satisfactory reason for not doing so. Such notice: with explanation, or the reason for not giving such notice shall not, in itself, constitute permission for an excused leave. Such employee, when again able to return to work shall notify a responsible representative of the Agency.
   
   B. Time-off due to chronic tardiness will be accumulated and totaled on a weekly basis, rounded to the nearest hour and counted as leave without pay.

III. Each employee will use work time and Agency tools and equipment carefully and productively.
DISCIPLINARY ACTION

I. Please see policy revision approved on 10/26/2009 on www.incaca.org. Select Staff Only tab, select Human Resources, select Personnel Polices and Procedures and open the document called Disciplinary Policy.

A. **Termination of Head Start Personnel:**

1. In the case of serious misconduct, in which the Head Start Program Director considers the employee a serious hazard to either participants, parents, staff or the program, or other conduct which appears to warrant immediate dismissal or removal from the work site, the employee should be informed that
he/she is on suspension without pay pending investigation, effective immediately.

2. The appropriate Policy Council Committee members must be given confidential information by the Head Start Program Director about any employee’s performance problems which have continued, or other violations of the Standards of Conduct, for a termination decision to be rendered. All Head Start terminations must be approved by the Policy Council in order for the termination to become final.

3. All discussions will take place in closed sessions to protect the confidentiality of the individual involved. NOTHING about an employee should be repeated outside the closed Policy Council session.

4. If the Head Start Policy Council disapproves the termination, the mediation plan will be utilized.

5. Once the decision has been made to terminate, the time sheet must be sent with the Supervisor’s signature, with final on the last day worked, and forwarded to Payroll.

B. Hiring and firing criteria for Head Start Staff

1. As stated in the revised Head Start Performance Standards, 1304.50, Appendix A: Governance and Management responsibilities – to hire and fire Head Start Director of Grantee Agency – the Board has the
general responsibility and the Head Start Policy Council must approve or disapprove.

2. As stated in the revised Head Start Performance Standards, 1304.50, Appendix A: Governance and Management Responsibilities - to hire and fire Head Start Staff of grantee agency, the Executive Director has the general responsibility, the Head Start Director has the operating responsibility, the Head Start Policy Council must approve or disapprove, and the Board may be consulted.

a. General Responsibility: The individual or group with legal and fiscal responsibilities guides and directs the carrying out of the function described thorough the person or group given operating responsibility.

b. Operating Responsibility: The individual or group that is directly responsible for carrying out or performing the function, consistent with the general guidance and direction of the individual or group holding general responsibility.

c. Must approve or disapprove: The individual or group (other than person or groups holding general and operating responsibility) must approve before the decision is finalized or action is taken. The individual or group must also have been consulted in the decision-making process prior to the point of seeking approval. If they do no approve the proposal cannot be adopted, or the proposed action taken, until agreement is reach between the
disagreeing groups or individuals.

d. May be Consulted: The individual or group may be called upon for information, advice or recommendation by those individuals or groups having general responsibility or operating responsibility.

3. The Executive Director or his/her designated staff has full authority to place on probation or suspend Head Start Staff without approval of Head Start Policy Council.

4. The Executive Director has full authority to suspend or place on probation the Head Start Director without approval of Head Start Policy Council.

C. Criminal Charges: If an employee is formally charged with a felony, he/she will be suspended without pay pending final disposition. If an employee is formally charged with a misdemeanor other than a minor traffic violation, he/she may be suspended (depending on the gravity of the pending charge in relation to his/her position and the impact of such charges on program operations) without pay pending final disposition. If an employee is found guilty of a felony, he/she will be terminated and shall not be paid for the period of suspension. If an employee is found guilty of a misdemeanor, he/she may be terminated; however, if reinstated, he/she shall not be paid for the period of suspension. If an employee is acquitted of all charges against him/her, he/she shall be reinstated and receive such back pay as was denied by virtue of suspension.
EMPLOYEE GRIEVANCE PROCEDURE

II. POLICY:

Agency policies and procedures shall be uniformly interpreted, applied and enforced. All employees will be treated fairly and in accordance with established policies and procedures. When an employee feels that he/she has been subjected to unfair treatment in violation of Agency policies, that employee shall have the right to participate in a grievance procedure. A grievance is defined as a dispute relating to the application or interpretation of Agency policies and/or procedures. In computing the number of days in the grieving procedure, Saturday, Sundays and Holidays shall be excluded.

III. EXCLUSIONS:

These procedures do not apply to discrimination complaints involving race, color, creed, sex, national origin, age, political affiliation beliefs, or handicap. Procedures to file discrimination complaints are contained in the Agency Affirmative Action Plan.

Also, excluded from this policy are complaints concerning:

A. wages and salaries;
B. performance-related dismissals during the initial probation period of employment;
C. agency policy and rules; and
D. Falsification of application (or resume) for employment and other employment related documents.

IV. PROCEDURES:

A. Step One:

An employee with a grievance must present it in writing to his or her direct supervisor. The statement of the grievance must set out the events complained about and the requested remedy, must specify the policy and/or procedure which are alleged to have been violated, and must be signed by the employee. The grievance must be filed within five days after the event on which the grievance is based.
B. **Step Two:**

If the employees direct supervisor does not settle the grievance to the satisfaction of the employee within three days after it is presented to him, the employee may appeal the grievance in writing to his/her Program/Project Director. This second step must be taken within ten days after the events on which the grievance is based. The Program/Project Director shall have five days after the grievance is received to give an answer. If a written answer is not given within a five-day period, the grievance shall be deemed to be denied.

C. **Step Three:**

If the Program/Project Director does not settle the grievance to the satisfaction of the employee within the stated five day period, the employee may appeal the decision by written notice to the Executive Director. The third step must be mailed certified, return receipt requested, within twenty days after the events on which grievance is based.

D. **Grievance Review Board** - The Grievance Review Board will be convened by the Executive Director. This review board shall be composed of the following members:

1. Administrative Assistant serves as permanent chairman.
2. Two supervisory employees appointed by the Executive Director to serve as members on the review board.
3. When the grievance is filed by a Head Start employee, one of the two members selected will be a representative of the Policy Council.
4. Grievance Review Board members shall not serve in a review capacity in grievances concerning employees under their supervision. In the event that a grievance is filed by an employee under a review board members supervision the Executive Director shall appoint a replacement for that hearing.

E. An employee desiring to appeal an action has the following rights:

1. To review all pertinent documents to assist him/her with the appeal action and the right to review by the employee’s representative.
2. To be represented by a person of his/her choice.
3. To present witnesses in his/her choice.

F. The Grievance Review Board shall meet within ten days of receipt of the
notice of appeal by the aggrieved employee. The Board shall review grievances, receive testimony and evidence of the parties, and provide a report of its findings and recommendations to the Executive Director. The review board may uphold the original action, recommend modification of the decision of the program/project director, or recommend that no action be taken.

G. The recommendations of the review board are subject to the final decision of the Executive Director.

H. Employees who wish to appeal disciplinary action administered by a Program / Project Director shall utilize the grievance procedure beginning with Step Three (i.e., notice of appeal should be filed directly to the Executive Director).

I. Grievances originating from outside the Agency, i.e., the community, will be received by Program/Project Directors and action taken as stated in Step Three of the above procedures. Should the grievance be directed specifically against the Program/Project Director, the grievance will be received directly by the Executive Director.

J. The Grievance Form will be used to process grievances within this Agency.
VOLUNTARY TERMINATIONS

I. POLICY:

It is the right of each employee to voluntarily terminate their employment with this Agency.

II. PROCEDURES:

A. Unless extenuating circumstance exist and to resign in good standing, an employee should give the Agency at least fourteen calendar days prior notice. Letters of resignation should be addressed to the immediate supervisor with a copy sent to the Central Office.

B. An employee planning to be a candidate for partisan public elective office must resign his/her position prior to announcement of his/her candidacy or commencement of substantial activities intended directly to promote said candidacy, whichever occurs first.

C. If an employee submits a letter of resignation after he/she has been notified that they are being discharged for cause, the termination action will continue to be processed and the records of the Agency will officially show that the separation action was involuntary.

D. Pay entitlement due an employee upon voluntary termination are contained in other chapters of this manual.
SERIOUS DISEASE - CAREER OPPORTUNITIES

I. POLICY:

It is the policy of the agency that employees with infections, long-term, life-threatening, or other serious diseases may work as long as they are physically and mentally able to perform the duties of their job without undue risk to their own health or that of other employees. Such serious diseases may include, but are not limited to cancer, heart disease, multiple sclerosis, hepatitis, tuberculosis, and acquired immune deficiency syndrome (“AIDS”).

II. COMMENT:

A. The agency will support, where feasible and practical, educational programs to enhance employee awareness and understanding of serious diseases.

B. Employees afflicted with a serious disease are to be treated the same as any other employee. In addition, if the serious disease affects their ability to perform their assigned duties, such employees are to be treated like other employees who have disabilities that limit their job performance.

C. Employees who are diagnosed as having a serious disease are to inform their supervisor or the Executive Director of their condition as soon as possible. The supervisor and Executive Director should respond with compassion and understanding, and review with the employee agency policy on such issues as employee assistance, leaves and disability, infection control, any accommodation the employee may request and the agency’s response to that request, the agency’s continuing expectations regarding the employee’s performance and attendance, and available benefits.

D. Employee who has a serious disease are to provide the Executive Director with any pertinent medical records needed to make decisions regarding job assignments, ability to continue working, or ability to return to work. The agency may require a doctor’s certification of an employee’s ability to perform his/her duties safely.

E. The agency will attempt to maintain the confidentiality of the diagnosis and medical records of employees with serious diseases, unless required otherwise by law. Information relating to an employee’s serious disease will not be disclosed to other employees unless the information is, in the opinion of the agency, necessary to protect the health or safety of the employees, co-workers or others.
F. The agency will comply with applicable occupational safety regulations concerning employees exposed to blood or other potentially infectious materials. Universal precautions will be implemented to limit the spread of diseases in the work place.

G. Employees concerned about being infected with serious disease by a co-worker, client or other person should convey this concern to their supervisor or the Executive Director. Employees who refuse to work with or perform services for a person known or suspected to have a serious disease, without first discussing their concern with a supervisor, will be subject to discipline, up to and including termination. Where there is little or no evidence of risk or infection to the concerned employee, the employee may be assigned to work with or perform services for any other employee as required by the agency.
APPLICANT APPEALS PROCEDURES

I. POLICY:
   A. INCA will maintain an applicant appeals procedure which will be used to determine applicant eligibility for any services and resources available under programs funded by Oklahoma Department of Commerce/Division of Community Affairs and Development ODOC/OCAD.
   B. A notice of the right to appeal shall appear on all application forms used to determine applicant eligibility for any services and/or resources provided with funds received from ODOC/OCAD.
   C. The appeals procedure guarantees that each person seeking services from INCA shall have the right to:
      1. File a formal application for services/resources upon request;
      2. A private and confidential interview pertaining to his or her case; and
      3. Not being denied assistance on the basis of race, color, gender, creed, religion, age, political preference or physical affliction.
      4. Receive a timely approval or disapproval of the application; and
      5. Receive written notification of appeal and appeal procedures.
   D. The appeals procedure also guarantees that each appellant shall receive written notification of appeal and appeal procedures including notices that:
      1. All aggrieved parties shall be afforded a reasonable opportunity for a fair hearing;
      2. The applicant or the representative of the applicant shall have access to records relevant to the appeals process; and
      3. The applicant shall have the right to a timely determination and prompt notice of hearing decisions.

II. PROCEDURE:
   A. An applicant who has been denied services or resources for a program funded by the ODOC/OCAD may submit a written appeal to the Executive Director and a request for hearing if desired. This must occur within 30 days of the denial.
   B. INCA’s Executive Director or his designee must hold the hearing, if
requested, and submit his/her decision in writing to the applicant within ten days of the request.

C. If the applicant has still been denied access by the Executive Director or his designee, the applicant may then appeal that decision by submitting a written appeal to ODOC/OCAD. In that case, INCA and the applicant shall provide ODOC/OCAD with all relevant documentation.

III. FORMS:

A. Applicant Appeals Form
IMPASSE PROCEDURE

Policy:

The impasse procedure is designed to assist the Board of Directors and the policy council to find resolution in a conflict dispute.

Procedure:

The Executive Director shall oversee and provide guidance in the implementation of the Conflict/Dispute Resolution process. He/She may request the assistance of the chairperson of both the Board of Directors and the Policy Council as deemed necessary.

Time-lines: The Executive Director in the appropriate situation as described above will determine the time-line and any subsequent adjustments of time periods for resolution of the conflict/dispute allowing for the following:

The best interest of the organization to ensure uninterrupted services to children and families and avoid disruption of the program activities as well as the mental health of the organization personnel.

Reasonable time to reach a resolution is within a ninety (90) day period or less.

Both the Board of Directors and Policy Council with the majority vote of its membership, can call for the implementation of the Conflict/Dispute Resolution Procedure. Both bodies must participate once a call for this implementation has been initiated.

Once the formal resolution procedure is initiated, all involved are expected to:
Attempt to resolve the problem at the earliest stage, not to exceed 90 days;

All discussion should be targeted to the specific concern(s); and

All parties should be responsive to the health, safety and welfare of consumers
and programs as a primary concern during the entire resolution process.

The Executive Director or designee shall be present at all proceedings.

In the event a resolution is not achieved, an independent certified mediator will be utilized from an organization such as Early Settlement Services. In mediation, an outside person will facilitate a hearing between the parties and assist both in understanding each other and in reaching an agreement. When the agreement is reach for resolving the dispute, both parties will sign a document to the effect and the decision of the mediator will be final.

Records - A record of all proceedings and action of both bodies and the Executive Director.

GRIEVANCE PROCEDURE - APPLICANT

I. POLICY:
Agency policies and procedures shall be uniformly interpreted, applied and enforced. Everyone will be treated fairly, equally and in accordance with established policies and procedures. When an individual feels that he/she has been subjected to unfair treatment in violation of Agency policies, that individual shall have the right to participate in a grievance procedure. A grievance is defined as a dispute relating to the application or interpretation of Agency policies and/or procedures. In computing the number of days in the grieving procedure, Saturday, Sundays and Holidays shall be excluded.

II. EXCLUSIONS:
These procedures do not apply to discrimination complaints involving race, color, creed, sex, national origin, age, political affiliation beliefs, or handicap. Procedures to file discrimination complaints are contained in the Agency Affirmative Action Plan.
II. PROCEDURES:

A. **Step One:**
   An individual with a grievance must present it in writing to direct supervisor over area in which grievance occurs. The statement of the grievance must set out the events complained about and the requested remedy, must specify the policy and/or procedure which are alleged to have been violated, and must be signed by the individual. The grievance must be filed within five days after the event on which the grievance is based.

B. **Step Two:**
   If the direct supervisor does not settle the grievance to the satisfaction of the individual within three days after it is presented to him, the individual may appeal the grievance in writing to his/her Program/Project Director. This second step must be taken within ten days after the events on which the grievance is based. The Program/Project Director shall have five days after the grievance is received to give an answer. If a written answer is not given within a five-day period, the grievance shall be deemed to be denied.

C. **Step Three:**
   If the Program/Project Director does not settle the grievance to the satisfaction of the individual within the stated five day period, the employee may appeal the decision by written notice to the Executive Director. The third step must be mailed certified, return receipt requested, within twenty days after the events on which grievance is based.

D. **Grievance Review Board** - The Grievance Review Board will be convened by the Executive Director. This review board shall be composed of the following members:
   1. Administrative Assistant serves as permanent chairman.
   2. Two supervisory employees appointed by the Executive Director to serve as members on the review board.
   3. When the grievance is filed by a Head Start employee, one of the two members selected will be a representative of the Policy Council.
   4. Grievance Review Board members shall not serve in a review capacity in grievances concerning employees under their supervision. In the event that a grievance is filed by an employee under a review board members supervision the Executive Director
shall appoint a replacement for that hearing.

E. An individual desiring to appeal an action has the following rights:
   1. To review all pertinent documents to assist him/her with the appeal action.
   2. To be represented by a person of his/her choice.
   3. To present witnesses in his/her choice.

F. The Grievance Review Board shall meet within ten days of receipt of the notice of appeal by the aggrieved individual. The Grievance Review Board shall review grievances, receive testimony and evidence of the parties, and provide a report of its findings and recommendations to the Executive Director. The review board may uphold the original action, recommend modification of the decision of the program/project director, or recommend that no action be taken.

G. The recommendations of the review board are subject to the final decision of the Executive Director.

H. The Grievance Form will be used to process grievances.
INCA Community Services
Employee Grievance Form

Employee’s Full Name: _________________________________________________

Job Title: _____________________    Location:______________________________

Date and Place Grievance Occurred:_____________________________________

STEP 1 - GRIEVANCE

The issues are (use attachment if necessary):

The facts supporting this are (use attachments if necessary):

The relief I want is (use attachment if necessary):
An employee with a grievance must present it in writing to his or her direct supervisor. The statement of the grievance must set out the events complained about and the requested remedy, must specify the policy and/or procedure which are alleged to have been violated, and must be signed by the employee. The grievance must be filed within five days after the event on which the grievance is based.

Date Received:

Response (Use attachments if necessary):

Date: First Step Respondent’s Signature:

Second Resolution Step
Program Director

If the employee’s direct supervisor does not settle the grievance to the satisfaction of the employee within three days after it is presented to him, the employee may appeal the grievance in writing to his/her Program/Project Director. This second step must be taken within ten days after the events on which the grievance is based. The Program/Project Director shall have five days after the grievance is received to give an answer. If a written answer is not given within a five-day period, the grievance shall be deemed to be denied.

Date Response Received: __________

I wish to advance my grievance to the second step.
### Employee’s comments (optional - use attachments if necessary)

<table>
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<tr>
<th>Date:</th>
<th>Employee’s Signature:</th>
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### Date Received: Date of Meeting:

<table>
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<th>Response (use attachments if necessary)</th>
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<tbody>
<tr>
<td>Date: Second Step Respondent’s Signature:</td>
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### Third Resolutions Step

**Grievance Review Board/Agency Executive Director**

If the Program/Project Director does not settle the grievance to the satisfaction of the employee within the stated five day period, the employee may appeal the decision by written notice to the Executive Director. The third step must be mailed certified, return receipt requested, within twenty days after the events on which grievance is based.

**Date Response Received:** _________

I wish to appeal.
Employee’s comments (optional - use attachments if necessary)

| Date: | Employee’s Signature: |

**Grievance Board**

The Grievance Review Board shall meet within ten days of receipt of the notice of appeal by the aggrieved employee. The Board shall review grievances, receive testimony and evidence of the parties, and provide a report of its findings and recommendations to the Executive Director. The review board may uphold the original action, recommend modification of the decision of the program/project director, or recommend that no action be taken.

| Date of Review Board Meeting: |
| **Recommendation:** (use attachment if necessary) |

| Date: | Review Board Signature: |

**Executive Director**

The recommendations of the review board are subject to the final decision of the Executive Director.
| Date: | Executive Director’s Signature: |


www.incacaa.org
COMMUNITY COMPLAINT POLICY

Policy:

This policy describes how community members and/or program participants may present complaints about an agency program or staff member. It is the policy of the agency to resolve all complaints made by community members in a timely and effective manner and, as far as is practical, to the satisfaction of the complainant. This procedure is a problem-solving mechanism in which every attempt is made to resolve issues at the lowest level of authority, with the least possible amount of program disturbance. For staff grievances, staff members are referred to the employee grievance policy.

Informal Resolution of Complaints:

1. Complaints about local program issues should be submitted first to the relevant staff person at the local center or office. Most complaints can be resolved by informal discussion between the complainant and the staff member or the local supervisor or other management staff in that location.

2. Before a formal complaint can be filed, direct discussion must take place between the person(s) involved in the complaint. More than one attempt to resolve the problem or conflict must be taken by the parties involved. The date(s) and time(s) of the informal discussion shall be noted.

3. Failing resolution at that level, the person with the complaint must attempt to resolve problems or concern at the local supervisor level. More than one meeting must occur prior to the issue becoming a formal complaint.

Formal Complaints:

1. Any community member may use the formal complaint procedure after informal discussion process fails.

2. Formal complaints pertaining to staff or the program shall go immediately to the program director. Complaints relating to the program director shall go
immediately to the executive director and complaints relating to the executive
director will be taken to the Board of Directors.

3. There will be no retaliation against a complainant for using the complaint
procedure. Such alleged action shall constitute the grounds for a separate
complaint.

Procedure:

The following procedures apply to processing a complaint which is not resolved locally.

1. Responsibility of person filing complaint
   a. The person filing the complaint will put their complaint in writing using
      the agency’s Community Complaint Form. Must have the complaining
      party’s original, handwritten signature.
   b. The complaint must include information on how to contact the person
      making the complaint.
   c. The complaint must be specific and describe conditions or circumstances
      of their concern.
   d. No anonymous complaints will be accepted or considered.
   e. The complaint should be sent to the agency’s administrative assistance
      located at the central office in Tishomingo who will see that the
      appropriate official receives the complaint. The names and addresses for
      any of the above officials can be obtained by calling any of the local
      offices or at our website www.incaca.org.
   f. Complaint Resolution Hierarchy
      i. Originator
      ii. Supervisor, manager or coordinator/designee
      iii. Program Director
      iv. Grievance Review Board
      v. Executive Director
      vi. Board of Directors

2. Responsibility of the Official Receiving the Complaint
   a. The official will conduct a thorough investigation of the complaint which
may include a meeting with the complainant. The content of all meetings will be kept confidential. They will then respond in writing to the complainant. This response should be in a timely manner and clearly state either:

i. That the official denies the validity of the complaint, or;

ii. That a plan for corrective action has been designed and will be fully implemented in a prompt manner.

3. **Right to Appeal Decision**

a. If a complaint is denied, the complainant will be advised that they have a right to a further hearing of their complaint if they are not satisfied with the response.

b. **Appeal Process**

c. The complainant may appeal the decision by written notice to the Executive Director. The appeal must be mailed certified, return receipt requested, within ten days of receiving response.

d. **Complaint Hearing -** The Grievance Review Board will be convened by the Executive Director. This review board shall be composed of the following members:

i. Administrative Assistant serves as permanent chairman.

ii. Two supervisory employees appointed by the Executive Director to serve as members on the review board.

iii. When the grievance is filed by a Head Start employee, one of the two members selected will be a representative of the Policy Council.

iv. Grievance Review Board members shall not serve in a review capacity in grievances concerning employees under their supervision. In the event that a grievance is filed by an employee under some review board members supervision the Executive Director shall appoint a replacement for that hearing.

e. An individual desiring to appeal an action has the following rights:

i. To review all pertinent documents to assist him/her with the appeal action.

ii. To provide supporting information

iii. To be represented by a person of his/her choice.

iv. To present witnesses in his/her choice.

f. The Grievance Review Board shall meet within a timely manner of receipt
of the notice of appeal by the complainant. The Grievance Review Board shall review grievances, receive testimony and evidence of the parties, and provide a report of its findings and recommendations to the Executive Director. The review board may uphold the original action, recommend modification of the decision of the program/project director, or recommend that no action be taken.

**g.** The recommendations of the review board are subject to the final decision of the Executive Director.

**h.** Once the complaint has been taken through all levels, the complaint may not be returned to the lower level under any circumstances.
INCA Community Services
Community Complaint Form

Location: ________________________
Program: __________________________

Contact Information:
Your Name: ___________________________           Phone: _____________________________

Address:________________________________________________________________________

City: __________________________________   State: _____________   Zip Code: __________

What is the nature of your concern?
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

___________________________________________________(add additional sheet if needed)

Signature ______________________________________  Date: _________________________

Follow-Up and Conclusions                      Date Received:
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

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Request/Approval of Outside Employment

In accordance with INCA Community Personnel Policies, I am requesting approval to work for ________________________________ in addition to my employment with INCA.

I understand that by taking this outside employment it **can not**:

a) Interfere with the efficient performance of my duties for INCA Community Services, including my availability for regular or assigned meetings which take place outside the regular work schedule.

b) Involve a conflict of interest or conflict with my duties with INCA Community Services, Inc.

c) Occur during my regular or assigned working hours unless I take annual leave or leave without pay.

________________________________________  _________________________
Signature of Employee                          Date

Approved by:

________________________________________  _________________________
Supervisor                                     Date

Approved by:

________________________________________  _________________________
Program Director                               Date

Approved by: