

## **PERSONNEL POLICIES**

The Southern Early Childhood Association is a professional association that encompasses a 13 state region in the South. The Association has as its mission to:

- Enhance the quality of young children's lives through developmentally based early childhood care and education;
- Support families in their roles of providing developmentally based care and education to their children;
- Foster the professional growth and status of individuals working with young children and their families;
- Increase public understanding and support for policies and programs which ensure developmentally based services to young children and their families; and
- Provide leadership and support to individuals throughout the SECA states.

### **NOTICE**

The policies in this section are to be considered as guidelines. The Executive Director, after consultation with the SECA President and/or the Executive Committee of the SECA Board, may change, delete, suspend or discontinue any part or parts of the policies in this manual at any time without prior notice to employees. Any such action shall apply to existing as well as future employees with continued employment being the consideration between the employer and employee. Employees may not accrue eligibility for monetary benefits that they have not earned through actual time spent at work. Employees shall not accrue eligibility for any benefits, rights, or privileges beyond the last day worked. No statement or promise by a supervisor or manager may be interpreted as a change in policy nor will it constitute an agreement with an employee.

Should any provision in this section be found to be unenforceable and invalid, such finding does not invalidate all personnel policies, but only the subject provision.

The SECA Board recognizes that:

- The quality and quantity of human resources employed by an organization directly affect the attainment of the organization's goals;
- The organization's emphasis upon individual achievement and effort is conducive to goal performance;
- The organization is more likely to be effective if the conditions and climate of work are both stimulating and satisfying to personnel;
- The Board has a responsibility to establish personnel policies which reflect the organization's intended behavior relative to its human resources; and
- Teamwork and cooperation are essential to the effective functioning of the Association.

## **GOVERNANCE STRUCTURE**

All staff work under the policy authority of the Board of Directors. The Executive Director is responsible for the implementation and enforcement of policy and for the development of procedures to carry out policy. The Executive Director shall delegate authority and responsibility to employees to perform specific functions.

## **NON-DISCRIMINATION**

It is the policy of the Southern Early Childhood Association to maintain a working environment free of all forms of unlawful discrimination. In recognition of the importance of good employee relations, all applicants are extended an equal opportunity to gain employment and all employees are extended an equal opportunity to progress in their field of endeavor.

Any individual, whether an employee or applicant for employment, who believes that he or she has been discriminated against unlawfully, should bring any complaint to the Executive Director. If the complaint is lodged against the Executive Director, the SECA President will be notified of the complaint. Complaints may be lodged in writing or in person. Persons who file complaints will be advised, as is appropriate, regarding any investigation, action or resolution of the problem.

SECA will not tolerate any form of discrimination and will take appropriate disciplinary action, including possible termination, of any person determined to have engaged in unlawful conduct under this policy.

SECA will not retaliate nor discriminate against any employee or applicant because he or she has opposed any unlawful employment practice or filed a charge of employment discrimination, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing related to employment practices.

## **EQUAL OPPORTUNITY**

SECA affords equal opportunity to all employees and prospective employees without regard to race, color, sex, religion, age, marital status, disability, veteran status or national origin in the following employment practices: recruitment, hiring, placement, transfer, promotion, demotion, selection for training, layoff, termination, determination of service, rate of pay, benefit plans, compensation, and other personnel activities.

## **DISABILITY**

SECA will not discriminate against any employee or applicant for employment because of disability in regard to any position for which the employee or applicant for employment is qualified.

## **SEXUAL HARRASSMENT**

In order to provide a productive and pleasant working environment, it is important that SECA endeavors to maintain a workplace characterized by mutual respect. Accordingly, sexual harassment in our workplace will not be tolerated.

Sexual harassment has been defined as a form of sex discrimination, consisting of unwanted sexual advances. SECA will endeavor to protect employees, to the extent possible, from reported harassment by non-employees such as from customers, vendors or other parties who have workplace contact with our employees.

An employee who feels that he or she has been sexually harassed is strongly urged to bring the subject to the attention of the Executive Director. Any investigation will be conducted in as confidential a manner as is compatible with a thorough investigation of the complaint.

## **DRUG FREE WORKPLACE**

It is the intent and obligation of SECA to provide a drug-free, healthful and safe work environment. Employees are expected and required to report to work on time and in appropriate mental and physical condition for work.

The unlawful manufacture, distribution, possession or use of a controlled substance on the SECA premises or while conducting the Association's business off its premises is absolutely prohibited.

Employees must report any conviction under a criminal drug statute for violations occurring on or off the premises of the SECA office while conducting company business. A report of a conviction must be made within seven (7) days after the conviction.

Violations of this policy will result in disciplinary action, up to and including termination. SECA recognizes drug dependency as an illness and a major health problem. Conscientious efforts to seek treatment for drug dependency will not jeopardize any employee's job.

## **PERSONNEL FILE**

The task of handling personnel records and related personnel administration functions at SECA is the sole responsibility of the Executive Director. Questions regarding insurance, wages, and interpretation of policies may be directed to the Executive Director.

The personnel file will include the following documents:

- Job application
- W-4 tax form
- I-9 IRS form-certification of citizenship
- Employment letter/contract
- Emergency notification form
- Receipt of handbook form
- Drug free workplace certification form
- Performance standards for each rating period
- Annual performance evaluation

## **HIRING**

It is the policy of the Association to fill positions with the best-qualified candidates. All decisions regarding the recruitment, selection, and placement of employees are made on the basis of job-related criteria. The accuracy of all information given on employment applications or during interviews may be verified. Providing false information may be grounds for not hiring or for dismissal after employment.

## **ORIENTATION**

The immediate supervisor will induct newly hired staff. Each employee shall receive a copy of the employee handbook and a position guide.

## **PERSONNEL CLASSIFICATIONS**

At the time an employee is hired, the employee is classified as full-time, part-time, or temporary and is also notified whether they are to be considered an “exempt” or “non-exempt” employee.

Exempt employees are managers, executives, professional staff, technical staff, outside sales representatives, officers, directors, owners and others whose duties and responsibilities allow them to be “exempt” from overtime pay provisions as provided by the Federal Fair Labor Standards Act (FLSA) and any applicable state laws. If the employee is classified as an exempt employee, they will be advised that they are in this classification at the time he/she is hired, transferred, or promoted. If the employee is a non-exempt employee, he/she will be notified of his/her eligibility for overtime pay at the time of hire in accordance with the FLSA.

**Full Time Employee** – An employee who works at least 35 hours per week is considered a full time employee. Full time employees are eligible for SECA employee benefits.

**Part Time Employee** – An employee who works 20-30 hours per week is considered a part time employee. Part time employees are not eligible for SECA employee benefits.

**Temporary Employee** – An employee who is hired for a specific period of time or for the completion of a specific project is considered a temporary employee. Temporary employees are not eligible for SECA employee benefits. Temporary employees will be hired at an hourly rate negotiated at the beginning of the employment period.

## **PROBATIONARY EMPLOYMENT PERIOD**

The first ninety (90) days of employment at SECA are considered a probationary employment period and during that period the employee will accrue benefits as described in these policies unless otherwise required by law. The probationary period will be a time for getting to know the tasks involved in the job, as well as becoming familiar with SECA's products and services.

The probationary period is a trial period for the employee. At any time during the ninety (90) day probationary period, the employee may resign without any detriment to his/her record. If, during this period, the employee's work habits, attitude, attendance and performance do not measure up to SECA standards, the employee may be released. The probationary period may be extended beyond ninety (90) days at the discretion of the Executive Director if exceptional circumstances warrant the extension.

At the end of the probationary period, the Executive Director will discuss job performance with the employee. If the probationary period has been satisfactory, the Executive Director will extend an offer of employment. At this time, the performance standards set for the position will be reviewed by both the Executive Director and the employee and agreed to for the next rating period.

## **ANNIVERSARY DATE**

The first day the employee reports to work is the "official" anniversary date with SECA. The anniversary date is used to compute various benefits described in these policies.

## **AT WILL EMPLOYMENT**

All employment and compensation with SECA is "at will".

## **EMPLOYEE BENEFITS**

SECA provides the following benefits to full time employees:

- Health Insurance
- Dental Insurance
- Retirement contribution

All applicable federal and state employer requirements such as Social Security, Worker's Compensation, and Unemployment Insurance are provided to all employees.

## **INCENTIVE BONUSES**

SECA provides merit increases and/or bonuses dependent on employee performance, the availability of funds, and the recommendation of the Executive Director and/or the Executive Committee, with final approval by the Board.

## **SECA RETIREMENT PROGRAM**

SECA has established a program to assist employees in building retirement savings and offers under this program:

- Monthly employer contribution.
- Voluntary employee contribution.

The retirement plan is established as a SEP IRA and the employee may supplement the employer contribution in an amount not to exceed the annual maximum allowed contribution as determined by federal law. SECA will payroll deduct and forward any employee contributions to the retirement plan.

An employee is eligible for participation in the SECA retirement program after 12 months of employment with SECA. Immediately following the first year of employment, SECA will begin the contribution on a monthly basis according to the following schedule:

- During the second year of employment, SECA will contribute 4% of gross salary to the plan in the name of the employee.
- During subsequent years of employment, SECA will contribute 6% of gross salary to the plan in the name of the employee.

Contributions to the plan are immediately vested and become the sole property of the employee. SECA retains no control of contributions, and the employee maintains complete ownership of any funds invested under the plan. The employee controls all investment decisions under the plan. (3/02)

## **HOLIDAYS**

SECA grants employees the following 13 days in recognition of holidays:

New Year's Eve  
New Year's Day  
Martin Luther King, Jr.'s Birthday  
Memorial Day  
Independence Day

Labor Day  
Thanksgiving Day and that following Friday  
Christmas Eve, Christmas Day and three additional contiguous weekdays

(Note: The holidays for Presidents' Day, Veteran's Day, and the employee's birthday have been designated to be observed by the SECA office on the Friday after Thanksgiving Day and two additional days at Christmas.)

If holidays fall on a Saturday and/or Sunday, the SECA staff may take Friday and/or Monday for holidays at the discretion of the Executive Director.

## **ANNUAL LEAVE**

Employees who work in a regular full-time position accrue annual leave as indicated in the following schedule:

<i>Year of Employment</i>	<i>Monthly</i>	<i>Annually</i>
Through 5 years	6 2/3 hours	80 hours
5 – 10 years	10 hours	120 hours
10 – 20 years	13 1/3 hours	160 hours
After 20 years	16 2/3 hours	200 hours

Regular part-time employees earn annual leave at ½ the above schedule. Annual leave is cumulative; however, no employee may accumulate more than 160 hours.

Accrued annual leave may be requested by an employee at any time. The Executive Director will grant the request when it will least interfere with the efficient operation of the SECA office.

Annual leave may not be accrued during a period of leave without pay of ten or more days in a calendar month. Non-workdays, such as weekends or holidays, within a period of annual leave are not charged as annual leave. Annual leave must be earned before it can be used and is deducted from the employee's accrued leave in increments of not less than one hour.

Persons whose employment with SECA begins on or before the fifteenth of the month earn annual leave based on an entire month of service. Persons who begin work after the fifteenth of the month do not begin accruing annual leave until the following month.

An employee who leaves SECA employment shall be paid for all accrued but unused annual leave, up to 160 hours.

## **SICK LEAVE**

Sick leave is a benefit available to SECA employees who are regular full-time employees or regular part-time employees. Paid sick leave is not granted as annual leave and can be used when an employee is unable to work because of illness or injury or for medical, dental, or optical treatment. Sick leave may also be granted to employees due to serious illness of a member of the employee's immediate family. Immediate family is defined as father, mother, sister, brother, husband, wife, child, grandparent, in-laws, or any individual acting as a parent or guardian.

Full time employees accrue sick leave at the rate of eight (8) hours for each complete month of service. A regular part-time employee accrues sick leave at the rate of four (4) hours for each complete month of service.

Persons who begin employment on the 15<sup>th</sup> of the month earn sick leave based on an entire month of service. Persons who begin work after the 15<sup>th</sup> of the month do not begin accruing sick leave until the following month.

When a reduction in force is necessary due to budgetary constraints or curtailment of SECA activities and the affected employee is re-employed by the SECA office within six (6) months, sick leave accrued and unused at the time of the reduction in force may be restored to his/her credit.

Sick leave may not be accrued during a period of leave without pay of ten or more days in a calendar month. Non-workdays, such as weekends or holidays, which fall within a period of sick leave, are not charged as sick leave.

Sick leave must be earned before it can be used and is deducted from the employee's accrued sick leave in increments of not less than one hour. If an employee is ill or absent from work due to illness, she/he should notify her/his supervisor by 8:30 a.m. of that day. Failure to do so may constitute an unauthorized absence.

Sick leave is cumulative; however, no employee may accumulate more than 520 hours. Employees who leave SECA employment are not entitled to be paid for accrued sick leave.

Absence due to illness or disability is charged in the following manner:

1. Earned sick leave
2. Earned annual leave
3. Leave without pay

The employee is expected to give her/his supervisor as much notice as possible prior to beginning sick or disability leave. Employees should give at least two (2) week's notice prior to returning to work from an extended leave.

## **PERSONAL/COMPASSIONATE LEAVE**

SECA grants up to two (2) days annually for emergencies or personal business. Additionally, funeral leave due to the death of an employee's immediate family member of up to three (3) days may be granted with pay to any full or part-time employee at the discretion of the Executive Director.

## **LEAVE WITHOUT PAY**

The SECA Board may grant an employee's written request for a leave of absence without pay not to exceed six (6) months unless granted in accordance with federal or state law. Leave without pay is not to be granted until an employee's accrued annual and sick (if applicable) leave has been exhausted. Benefits for an employee on leave without pay will be paid at the rate currently being paid by the Association on behalf of the employee. The employee who is granted leave without pay shall return to the same or similar position at the conclusion of the leave period.

## **JURY DUTY**

An employee who is summoned, as a member of a jury panel shall be granted administrative leave with pay and any jury fees and travel payment shall be retained by the employee. An employee subpoenaed as a witness shall be granted administrative leave with pay.

## **EMPLOYEE DISCIPLINE**

The SECA Board of Directors, through the Executive Director, retains the right to exercise reasonable and customary managerial functions, including the right to:

- dismiss, assign, transfer, supervise, and discipline employees
- determine and change hours of work, the designated work week, and other conditions of employment
- assign duties to employees in accordance with the Association's needs and mission.

SECA expects all employees to:

- give a productive day's work to the best of their abilities and skills;
- demonstrate a considerate, friendly, and constructive attitude toward fellow employees; and
- adhere to the policies and procedures of the Association

The following items are grounds for disciplinary action up to and including termination:

- Consistent incompetence
- Violation of company policies
- Repeated unexcused absenteeism or tardiness
- Physical violence
- Substance abuse
- Illegal acts
- Falsified information
- Insubordination

## **EMPLOYEE PERFORMANCE REVIEW**

SECA conducts a formal performance review in May of each year. New employees will also be formally reviewed at the end of the probationary period (90 days after hire). An additional review may be conducted in the event of a promotion or change in duties and responsibilities.

During the performance review, the Executive Director will consider the following things, among others:

- Attendance
- Knowledge of job requirements and responsibilities
- Attitude and willingness
- The quality and quantity of the employee's work

This review is designed to document how the employee's job performance compares to the goals and description of the job. At the conclusion of the performance review, goals and performance objectives for the next year will be discussed and finalized.

## **EMPLOYEE DISCIPLINE PROCEDURE**

In the event that an employee's job performance is not satisfactory or there is a documented violation of SECA policy, the following procedure will be followed to assist the employee in developing a level of satisfactory job performance. Each step may be repeated as warranted.

### *Step One: Oral Reminder*

The Executive Director will meet with the employee to discuss the problem, making sure that he/she understands the nature of the violation and the expected remedy.

The employee will be informed that the Oral Reminder is the first step of the discipline procedure and the Executive Director will fully document Step One.

*Step Two: Written Reminder*

If job performance does not improve within the period of time discussed by the employee and the Executive Director following the Oral Reminder, the Executive Director will write a memo to the employee summarizing the issue and failure to meet specified timeframes. The Executive Director will meet with the employee to discuss the memorandum and develop corrective actions and timeframes. The memorandum will be signed at the conclusion of the meeting by the Executive Director and the employee will be asked to sign a statement that he/she has discussed the memorandum.

*Step Three: Suspension*

If the employee's performance does not improve following a Written Reminder, or if the employee is again in violation of SECA policies, he/she will be placed on a one-day suspension without pay. At the end of the suspension period, he/she may choose to resign or agree to a corrective action plan. The employee will be asked to sign the corrective action plan as notification of receipt of the document and he/she will be notified of the potential consequences of failure to meet the corrective action plan.

The employee will be allowed to return to work with the understanding that he/she will be terminated if a positive change in behavior does not occur and he/she does not meet the standards of the corrective action plan within a specified time frame.

## **EMPLOYEE GRIEVANCE PROCEDURE**

Grievances should be reviewed and resolved through the informal discussion process at the lowest level possible. However, when a difference of opinion exists and remains unresolved, the issue should proceed through a more formal complaint procedure for a final decision or settlement. Documentation of each step is made in writing and signed by each involved party.

1. Initially, an employee should discuss the grievance with the Executive Director. The Executive Director must reply orally and in writing to the employee within ten (10) working days.
2. If a mutually acceptable settlement is not reached by the employee and the Executive Director, a written complaint may be submitted to the SECA President within 10 days of the written decision rendered by the Executive Director. A grievance should be activated within a 180-day period from the time the events leading to the complaint occurred or were discovered, or the grievance should be rendered moot.
3. The SECA President, with assistance from the Executive Committee, has ten (10) working days to review the written complaint and other relevant materials and respond to the employee in writing.

In all instances, the Executive Committee shall record its findings, a statement of its conclusion including the reasons or policy criteria used in reaching that decision, and any recommendation for resolution of the grievance.

4. When a grievance proceeding has been closed, all material relating to that case including tape recordings, statements, related documents, and a list of confidential materials examined shall be retained on file with the Executive Director for three (3) years. At the end of three years, a decision will be made regarding maintenance of the file.

## **RETENTION/TERMINATION OF STAFF**

The SECA Board of Directors strives to maintain good working conditions. Instances of staff personal or job dissatisfaction should be discussed with the Executive Director before the staff member considers termination of employment.

If an employee wishes to terminate employment with SECA, two week's notice should be submitted in writing by the employee to the Executive Director. The Executive Director, in consultation with the Executive Committee of the SECA Board, shall give an employee two week's notice if it is deemed necessary to terminate the employee for cause, unless immediate termination is necessary due to malfeasance or to protect the safety of other SECA employees.

If a reduction in force action is implemented, a thirty (30) day notification will be provided to affected employees by the Executive Director and every effort will be made to assist the employee to find employment elsewhere.

Any employee who is absent from work for three (3) consecutive days without having notified the Executive Director of his/her absence will be considered as having resigned.

## **EXIT CONFERENCE**

An exit conference will be held between departing personnel and the Executive Director. A form documenting the exit conference will be placed in the employee's personnel file and the employee will be provided the opportunity to include written comments on the exit conference form.

## **REFERENCES**

SECA will provide references to potential employers upon written request for such references. If the employee wishes to have more information than job position and length of employment released, he/she must sign a reference waiver release form.

## **BUSINESS HOURS**

Regular operating hours are 8 a.m. to 4:30 p.m. Monday through Friday. Employees are provided with a 30-minute lunch period each day. Short breaks may be taken during the workday and are not considered unpaid work time. An employee's particular hours of work and the scheduling of the lunch period will be approved by the Executive Director. Flex schedules may be approved by the Executive Director if the operations of the SECA office are not adversely affected.

## **CONFIDENTIAL INFORMATION**

All SECA business must be kept strictly confidential. Any violation of confidentiality seriously injures SECA's reputation and effectiveness. Disclosure of confidential information may lead to dismissal of an employee.

## **CONFLICT OF INTEREST**

SECA does not condone any situation that could be construed as potentially conflicting relationships, such as accepting of gifts, self-dealing, connections with vendors, etc. Employees are encouraged to discuss any potential conflict of interest situation with the Executive Director.

## **TRAVEL REIMBURSEMENT**

Employees are reimbursed for the expenses for conducting SECA business that is directly related to the staff member's specific job assignment or as assigned by the Executive Director. Expenses may include, but are not limited to, mileage, airfare, airport parking, hotel, taxi or shuttle and baggage handling. A daily per diem of \$75 (\$15 breakfast, \$20 lunch, \$40 dinner) is allowed for meal expenses. Meals that are pre-paid, such as SECA functions or conferences, will be deducted from the daily per diem.

Receipts are required for all expenses and items purchased other than per diem and mileage reimbursement. Hotel costs should be held to a \$100 base rate. Hotel costs that exceed the base rate must be approved in advance. Ground travel shall be paid at the current federal reimbursement rate.

Staff must submit a request for travel at least one week prior to any travel. The Executive Director must approve regular staff travel. In town travel within budget guidelines does not need prior approval. Travel advances for staff, not to exceed \$150, will be issued upon the approval of the Executive Director.

## **PAYROLL**

The Executive Director distributes paychecks on the 15<sup>th</sup> and last day of each calendar month. In the event that either day falls on a holiday or weekend, the check will be issued on the last working day prior to that day. (11/01)

## **TIME SHEETS**

Non-exempt employees are required to maintain time sheets. The Executive Director will notify exempt employees of their responsibility in this area.

## **EXCESSIVE ABSENTEEISM OR LATENESS**

Excessive absenteeism or lateness may lead to disciplinary action, including possible dismissal.

## **INCLEMENT WEATHER**

The SECA office will be closed on any day that the Little Rock School District declares their inclement weather policy in force.

## **PERSONAL APPEARANCE**

The employee is expected to be suitably attired and groomed during working hours or when representing SECA. If the Executive Director feels that an employee's attire is not appropriate, he/she may be asked to leave the workplace until properly attired.

## **OUTSIDE EMPLOYMENT**

Full time SECA employees may not engage in other business ventures or employment without notification to the Executive Director. The Executive Director will determine if a potential conflict of interest exists.

## **PERSONAL PHONE CALLS AND MAIL**

Personal use of the long distance service, the postage meter and the shipping service, will be reviewed and the cost of this personal use recouped from the employee on a monthly basis.

## **PERSONAL USE OF SECA EQUIPMENT**

The Executive Director can grant permission for an employee to utilize SECA equipment for personal use under certain circumstances. Each request will be reviewed individually. If SECA equipment is utilized for personal use, the employee agrees that SECA is not liable for personal injury incurred during the use of company property for personal projects. The employee is required to pay for any damages that occur while using the equipment or tools.

## **COMPUTER SOFTWARE (UNAUTHORIZED COPYING)**

SECA does not condone the illegal duplication of software. The law protects the exclusive rights of the copyright holder. SECA employees are not authorized to make illegal duplications of copyrighted software.

## **E-MAIL**

All e-mail is subject to the right of the Association to monitor, access, read, disclose and use e-mail without prior notice to the originators and recipients of such e-mail. E-mail may be monitored and read by authorized personnel for any violations of law, breaches of SECA policies, communications harmful to SECA, or for any other reason. E-mail may not contain statements or content that are libelous, offensive, harassing, illegal, derogatory, or discriminatory. Foul, inappropriate or offensive messages are prohibited.

## **INTERNET**

Use of Internet service provided by the Southern Early Childhood Association is solely for business purposes. Unauthorized use of the Internet by any employee may be grounds for termination.