

OKLSP PERSONNEL POLICY

DECEMBER, 1984

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DEFINITION OF TERMS

Corporation	Legal Services Corporation, Inc.
Exempt Employee	An employee who is not covered by K.R.S. 337.010(c)(11).
Immediate Family	Spouse, children, parents, brothers, sisters or anyone who lives under the same roof as the employee and is included on the employee's income tax return. For purposes of sick and death the Director will have the discretion of determining an individual to be the immediate family of an employee.
Non-Exempt Employee	An employee who is covered by K.R.S. 337.010(c)(11). This includes all the support staff.
Full-Time Employee	An employee who has been hired without a pre-determined termination point of employment, who works more than 30 hours per week and who has satisfactorily completed a probationary period.
Program	Office of Kentucky Legal Services Programs, Inc.
Supervisor or Director	This shall mean the Executive Director
Full-Time Contract Employee	An employee who has been hired with a pre-determined termination point of employment, who regularly works more than 30 hours per week.
Temporary Part-Time Employee	An employee who has been hired with a pre-determined termination point of employment not to exceed 4 months and who regularly works less than 30 hours per week.
Law Student	A person who is attending a law school and working less than 30 hours per week at the program for credit and/or compensation.
Student	A person who is attending a university and working less than 30 hours per week at the program for credit and/or compensation.

OKLSP

The Office of Kentucky Legal Services
Programs, Inc.

I. EMPLOYMENT STANDARDS

A. GENERAL CONDUCT

All employees are to act in a professional and responsible manner while conducting official business for the Program. Employees shall refrain from any actions or statements that will adversely reflect on the Program. All employees shall abide by the personnel policies set forth in this Administrative Manual, policies set by the OKLSP Board of Directors and the provisions of the Legal Services Act, 42 USC 2996, et seq., and the regulations set forth at 45 CFR 1600 et seq.

B. ATTORNEY-CLIENT RELATIONSHIP

All employees are to respect the attorney-client relationship that exists between this Program and the client. They are also to respect the attorney-client relationship that exists between the seven other legal services programs that exist in the state and their clients. This relationship is to be maintained at all times, both in and out of the office. Divulgence of confidential information without prior approval of the client is grounds for dismissal. Publications providing information of new developments or ongoing cases shall reveal only matters of public record or omit the clients name if client permission has not been obtained.

C. OUTSIDE EMPLOYMENT

Full-time employees shall not engage in outside employment without the prior written approval of the Director. Approval shall be given unless the outside employment interferes with the employee's regular employment duties or creates a conflict of interest with the Program or any of its clients.

D. OUTSIDE PRACTICE OF LAW

The outside practice of law will not be permitted without the prior written approval of the Director and then only in compliance with 45 CFR 1604.

E. POLITICAL ACTIVITIES

The support or promotion of partisan political activities or interests by Program employees during working hours, with Program resources or on behalf of the Program, either impliedly or expressly, is prohibited. All program employees are further subject to the provisions of 45 CFR 1603, but nothing in this regulation or the section of the Administrative Manual shall be construed to interfere with an employee's constitutional rights.

F. PUBLICITY AND NEWS RELEASE

1. Press Releases

All press releases, statements to the press and press conferences on behalf of the program shall first be reported to the Director or if time does not permit prior notification as soon thereafter as possible.

2. Speaking Engagements

All speaking engagements on behalf of the Program shall first be approved by the Director. However, those engagements of an ongoing nature or part of a job description will not need such approval.

3. Statements about Specific Cases

Statements about a specific case or client shall be made public or given to the press only with the prior approval of the client and of the Director. Any statements so made shall be in the best interest of the client and shall not breach the client's confidentiality.

G. GIFTS AND GRATUITIES

Employees, members of the employee's immediate family, and members of the Board are prohibited from accepting gifts, money, or gratuities from:

- a. Persons receiving benefits or services from the program;
- b. Any person or entity performing services under contract with the program;
- c. Persons who are otherwise in a position to benefit from the actions of any employee of the program.

H. HONORARIA

Any honoraria received by an employee while acting on behalf of the Program shall be given to the Program.

Any honoraria received by an employee while on annual leave or leave without pay may, with prior approval of the Director, be kept by the employee, provided the employee was not acting as an official representative of the Program when the Honoraria was earned.

II. HIRING

A. GENERAL POLICY

1. General Statement

All employees shall be hired on the basis of demonstrated and potential ability to perform the job with the highest degree of skill and judgment. In exercising this policy, the program shall give special consideration to applicants who have been denied a formal education, yet who are willing and able to learn on the job. This policy shall be administered in accordance with 45 CFR 1616.

The Program will not discriminate in the recruitment, selection or advancement of employees on the basis of race, sex, color, status, personal handicap, political affiliation or any other basis prohibited by law.

2. Nepotism

Nepotism is not prohibited per se, but is discouraged and will be considered a factor in hiring and promotions.

3. Promotion of Employees

The program shall promote its own employees whenever possible. Early notice of vacancies and newly created positions shall be given to the staff and special consideration will be given to existing employees.

4. Affirmative Action

In filling all job vacancies affirmative action will be taken to recruit and hire minorities, women and the handicapped.

B. HIRING OF PERSONNEL

1. Director

The recruitment and selection of the Director shall be done by a hiring committee composed of representatives from the Board of Directors and a cross section of the staff. Final approval of the candidate chosen shall be done by the Board of Directors.

2. Staff

The recruitment and selection of all other staff will be done with input from all staff. The Director maintains final approval of all candidates chosen.

3. Hiring Procedure

Written notice of a job opportunity and a short description of the job will be published in appropriate local, national and professional publications, and sent to community organizations, bar associations and other legal services offices.

All applicants must submit a resume and/or written application stating background, education, previous experience, and references. These resumes and applications will be screened and initial interviews will be held for those selected.

References shall be checked and writing samples obtained, where appropriate. Top candidates will be invited to interview with the entire staff. Staff members may then submit their comments to the Director.

4. Students and Law Students

Special hiring procedures may be used for students and law students.

C. PROBATIONARY PERIOD

1. Policy

All newly hired or re-hired personnel of the program shall be employed on a probationary status for a period of six (6) months from the date of first employment.

Any employee who is hired with funds from a special program or grant will be informed of this fact upon employment and told that in the event the funds expire or are not renewed, the employee may be subject to termination.

2. Evaluations

Thirty (30) days prior to the end of the probationary period a written evaluation shall be prepared by the Director assessing the employee's performance and commenting on her/his ability, improvement and cooperativeness. This evaluation shall contain comments about the employee regarding any problems, need for improvement, overall performance, etc. A new Director shall be evaluated by the Board of Directors within this time period.

3. Evaluator's Recommendations

At least ten (10) days prior to the end of the six (6) month probationary period, the Director/Board must either a) dismiss the probationary employee or b) place the employee on permanent status. The employee will be advised of the decision in writing by the Director/Board.

4. Termination of Probationary Employee

During the probationary period, an employee may be terminated without notice and without the right to appeal.

D. LAW STUDENTS/STUDENTS

1. Law students and students working at the office for credit and/or compensation shall not receive any paid annual or sick leave, insurance or other fringe benefit. They will be treated fairly but will serve at the will of the Director. They will not be entitled to the grievance procedure. Students and law students will not be made to work at times when the office is not officially open.

E. RE-EMPLOYMENT

1. Eligibility

Former employees who meet the qualifications for a job classification and who were not involuntarily terminated from the Program are eligible for re-employment.

2. Status

When re-hired, a former employee shall be hired as a new employee concerning the pension plan, medical and other insurance benefits. Former experience with this and other LSC Programs can be counted toward seniority in computing annual leave.

3. Probation

All former employees re-hired are subject to the probation period set forth in Section II-C.

III. COMPENSATION

A. COMPARABILITY OF SALARIES

The program, within budgetary limitations, will pay to its employees, at a minimum, salaries which are commensurate with salaries paid to employees with similar qualifications and job responsibilities in comparable legal services programs. To this end, OKLSP shall have a salary scale prepared by a committee of the Board of Directors. This committee shall consist of three members appointed by the Chairperson, one of whom shall be a staff member of OKLSP, and the Director shall sit on this committee as a non-voting member. Recommendations of the committee will be subject to full Board approval.

B. SALARY INCREASES

Prior to the initial employment of any staff member and prior to the award of salary increases, a review shall be made to determine the availability of funds and the propriety of the intended action. The Director shall have final approval of all staff starting salary levels and salary increases subject to the provisions of the salary scale.

Employees who receive satisfactory rating on her/his annual performance evaluation are eligible for an annual salary increase. Employees who will not be receiving a salary increase will be given three months written notice of this fact and the reasons. Employees who received an unsatisfactory rating or who are on probation may be denied a salary increase.

Cost of living increases may be granted upon the approval of the Board of Directors. The Director's salary shall be reviewed annually and set by the Board of Directors.

C. PLACEMENT IN SALARY SCALE

All new employees will be hired at the beginning rate of the salary range for the position for which they were hired. Exceptions may be permitted for employees with outstanding previous experience, prior employment with the Program, prior legal services experience or other special circumstances.

IV. LEAVE TIME AND WORK WEEK

A. GENERAL POLICY

1. Work Covered

When an employee is absent due to annual leave, sick leave, or compensation time it is her/his responsibility to arrange with another employee to see that their appointments, hearings and other work are covered. It shall be the employees' responsibility to arrange for outside help to come in where approved by the Director and appropriate.

2. Notice to Employer

Failure to report to work, except for absences previously excused, must be reported to the Director prior to 10:00 a.m. each day. If an employee fails to notify the office by 10:00 a.m., the entire day will be charged to accrued Annual Leave Time or will be a non-paid absence, at the Director's discretion. Failure to give such notice of absence or tardiness shall also be grounds for disciplinary action.

3. Excusable Absences

Only absences due to illness or other emergency situations will be excused. Use of Compensatory Time or annual leave will be by prior arrangement with the Director. Final determination of whether an absence is excused shall be made by the Director. No more than two (2) non prior approved absences or late reports per month will be permitted. Situations that will require a prolonged period of absence (such as serious illness or accident) may be resolved through a leave arrangement with the Director. Unexcused absences or excessive excused absences shall be grounds for dismissal.

4. Deduction from Accrued Time

An absence or late report which has been reported and excused in accordance with the above paragraphs will be charged to accrued Compensation Time, unused sick leave, or annual leave. An employee who does not have accrued and unused sick leave, annual leave or Compensatory Time will be docked for each such absence, even though he has been excused. A reduction will be made in the pay check following the absence for the amount of time off for which there was no available coverage.

B. ANNUAL LEAVE

1. Use and Approval

Annual leave may be taken either all at once or in parts. Prior written approval must be obtained from the Director for use of annual leave. It shall be the employees' responsibility to obtain the signed permission to take annual leave.

2. Rate of Accruing

An eligible employee begins to earn and accrue annual leave beginning with the first day of employment, at the following rates:

<u>Length of Service</u> <u>In Years</u>	<u>Hours per Month</u>	<u>Hours per Year</u>
0-2 Years	10	120
2-4 Years	14	168
4-8 Years	15	180
8-10 Years	16	192
Over Ten Years	18	216

Prior employment with other legal services programs shall be counted when determining an employee's length of service.

3. Eligibility

Annual leave is available to full-time employees. When arranged by contract, part-time employees may accrue annual leave at a rate proportionate to the number of hours worked each month.

An employee is not eligible to take any annual leave within the first ninety (90) days of employment, without the permission of the Director.

4. Accrual of Annual Leave

Excess annual leave must be taken before the end of that year or the hours in excess of 80 will be lost as of December 31, of each year.

5. Monetary Compensation for Annual Leave

Employees may not receive monetary compensation for accrued annual leave except upon the termination of their employment with the program. Payment for annual leave shall be at the employee's regular rate of pay upon

termination. Within the discretion of the Program, payment may be made in accordance with the regular payroll schedule.

6. Advance Annual Leave

Up to eighty hours ten (10) days advance annual leave may be approved by the Director in extenuating circumstances. In order to be eligible for advance annual leave the employee must:

- a. Have been employed for no less than ninety (90) days.
- b. Have demonstrated good performance and plan to remain with the program for a minimum of an additional eight (8) months.
- c. Have exhausted all other available leave and Compensatory Time.
- d. If any employee who has been granted advance annual leave leaves the Program before s/he has earned annual leave equal to that taken, the employee must monetarily compensate the Program for all outstanding advance annual leave. Compensation shall be made at the employee's existing salary level.

7. Coincidence with Holidays

If an official holiday falls during a time when the employee is on annual leave, the holiday shall not be charged to the employee's annual leave time.

C. OVERTIME AND EMERGENCY COMPENSATORY TIME

1. Non-Exempt Employees

Employees who do not come within the exemptions of K.R.S. 337.285 and who work more than 40 hours a week will be paid at the rate of compensation which is in compliance with K.R.S. 337.285. Such overtime hours will be allowed only if with prior approval of the Director.

2. Exempt Employees

Employees who could qualify for Compensatory Time under state and federal law may keep an Emergency Compensatory Time account after December 1, 1984. Those Compensatory Time hours spent by an employee, in excess of 1/2 hour per day, may be kept track of on the employees time sheet and placed in the employee's Emergency Time Account. Those hours may be used as set forth in subsection 8, below.

3. Employees will be allowed to utilize past Compensatory Time accumulated prior to December 1, 1984, subject to the provisions of subsection 7 below.

4. Training

Emergency Compensatory Time may be earned for time spent traveling to and from training events and hours actually spent in training sessions.

5. Lunch Hour

Emergency Compensatory Time may not be earned when an employee works through the lunch break.

6. Computation of Emergency Compensatory Time

Emergency Compensatory Time will be accrued on any day when overTime exceeds 1/2 hours or more.

7. Use of Compensatory Time

Past Compensatory Time may be used by an employee in accordance with the following procedures:

- a. An employee who has accrued past Compensatory Time may use such time with permission of the Director. Compensatory Time off must be arranged at a time agreeable to the Director.
- b. After approval from the Director, an employee taking past Compensatory Time off must so indicate under the "Comp. Time Used" column of the Time and Attendance Record for the period during which the time was taken.
- c. Payment will not be made for past Compensatory Time at termination; therefore accrued past Compensatory Time must be arranged to be taken before the termination date or lost.
- d. Past Compensatory Time will not be used to satisfy the notice requirement for resignation.

8. Use of Emergency Compensatory Time Account

a. Time in the Emergency Compensatory Time Account may be used only for emergencies such as a serious illness, and only after the exhaustion of other leave, such as annual, sick, and personal.

b. The granting of the use of such time will be within the discretion of the Director, but it will not be denied

absent good cause.

c. Such time will not be available for use as parental leave, absent serious complication.

D. HOLIDAYS

1. Official Holidays

All employees may observe the following official holidays with pay:

New Years Eve
New Years Day
Martin Luther King's Birthday
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Eve
Christmas Day
Good Friday (Or other religious holiday)

2. Eligibility

Official Holidays are available to all employees who are normally scheduled to work on the day on which the holiday falls.

3. Holidays Falling on Weekends

Holidays occurring on Saturday are observed on the previous Friday, and those occurring on Sunday are observed on the following Monday or as arranged in the office.

4. Holidays During Health or Annual Leave

In the event an employee is on Sick Leave or Annual Leave during a day on which a holiday occurs, that day will not be charged against the employee's accrued Sick or Annual

Leave Time. Employees will not be paid for holidays occurring during a Leave of Absence without pay.

5. Religious Observances

Employees who request time off to attend religious observances may be granted up to three (3) hours off with pay for no more than sixteen (16) hours per year. Additional hours off may be taken as Compensatory Time or annual leave.

E. SICK LEAVE

1. Rate of Accrual

An employee begins to earn and accrue sick leave beginning with the first day of employment at the rate of 10 hours per month.

2. Eligibility

Sick leave is available to all full-time employees. Part-time employees may accrue sick leave at a rate proportionate to the number of hours worked each month.

3. Use of Sick Leave

- a. Sick leave is to be used when an employee is legitimately ill or is consulting a doctor or clinic, or a member of the employee's family is ill or consulting a doctor or clinic and needs the assistance of the employee.
- b. Any use of sick leave when the employee or his/her immediate family member is not legitimately ill or consulting a doctor or clinic will be charged to the employee's annual leave. It will also be subject to disciplinary action.
- c. Any injury or illness charged to Worker's Compensation will not be charged to sick leave.
- d. Upon exhaustion of an employee's sick leave, time off for illness will be charged first to accrued Compensatory Time and then to accrued annual leave. Upon exhaustion of all the employee's leave time, time off for illness shall be deemed leave without pay unless other provisions are made under this set of policies.

4. Sick Leave Upon Termination

An employee may not take sick leave during the resignation notice period without approval of the Director, who may require verification of such sickness. Sick leave taken without approval will be deducted from annual leave or, if none is available, be non-paid absences.

5. Long Term Sick Leave

Any employee who must be away from his/her job for a long term continued illness may, at the discretion of the Director, return to his/her job up to six months after the employee has started receiving long term disability, or up to nine months, which ever is longer in the Director's discretion. Upon returning to work, the employee shall be paid according to salary scale provisions. However, the person's seniority, pay raise date, etc. shall be calculated minus the period spent on long term leave. No leave time or sick leave will accumulate during this period.

If the employee is not able to return to work at the end of this period, then the Program within its discretion, may fill the employee's position.

If during the time of long term medical leave the employee returns to work for a period of two weeks or more, subsequent leave time will be considered to be for a separate illness.

F. ADMINISTRATIVE LEAVE

Administrative leave with pay may be granted for job related commitments outside the office. Such commitments shall include preparing for the bar examination; attending professional meetings, etc. It shall be granted at the discretion of the Director.

Administrative leave may be given only upon the prior approval of the Director in an amount subject to his or her discretion.

G. PARENTAL LEAVE

Parental leave of up to five (5) days with pay will be available to an employee at the time of the birth or adoption of his/her child.

Additional leave of up to three (3) months without pay may be

taken with the prior approval of the Director. An employee may take this leave time with pay if s/he has sufficient accrued sick leave, annual leave or Compensatory Time to do so.

H. FAMILY DEATH LEAVE

An employee who suffers a death in his/her immediate family will be given up to five (5) days off with pay. Any time in addition to the five (5) days will be charged to annual leave or Compensatory Time. If the employee has no accrued annual leave or Compensatory Time, the additional time off will be leave without pay, unless emergency leave time is available.

I. VOTING LEAVE

All full-time employees who are registered to vote in the State of Kentucky may take off up to four (4) hours, with pay, for the purpose of voting on Primary and Election days.

J. JURY LEAVE

Any employee summoned for jury duty will be eligible to receive leave with pay for time actually spent on jury duty. Any compensation other than expenses received by the employee, while serving on jury duty, shall be paid to the Program.

K. WITNESS LEAVE

Any employee subpoenaed as a witness shall receive his/her regular pay for the time required to comply with the subpoena. Any compensation other than travel expenses received by the employee for serving as a witness shall be paid to the Program.

L. LEAVE OF ABSENCE

Long-term leaves of absence, without pay, (other than parental leave) may be granted upon the prior authorization of the Director. Such leave may not exceed three (3) months and shall be granted for good reason.

Employees will not accrue any annual or sick leave time during a leave of absence and will return at the same rate of pay as when the leave began. Length of employment, for purposes of pay or seniority, will be reduced by the length of absence. An annual pay raise anniversary date will be delayed by the length of the absence.

An employee on long-term leave of absence may maintain health benefits and long and short term disability benefits, at the employee's expense.

Request for longer leave may be considered and granted by the Director in extenuating circumstances.

M. PERSONAL LEAVE

Employees may take up to three 3 days each year as Personal Leave Time. Such leave may not be accumulated or carried over from year to year but may be taken any time during the year that the employee chooses. It shall be taken only with prior approval of the Director.

Employees may not take unused personal leave hours in the form of monetary compensation upon termination with the program.

N. REGULAR WORK WEEK

The regular work day is from 8:30 to 5:00 (with a one-half hour break for lunch). The regular work week is from Monday through Friday, consisting of 8 hours per day and 40 hours per week.

O. IRREGULAR WORK WEEK

An employee's scheduled work week may be different from the above stated regular office hours, to meet the special needs of the program or employee. Such an alternate schedule shall be arranged with and subject to the written approval of the Director.

P. LATE TIME MAKE UP

Persons arriving at work, a half hour or more, late shall note the same on their time sheet, unless working on a different schedule approved by the Director. Staying over extra time to makeup for arriving late shall only be permitted upon approval of the Director.

V. FRINGE BENEFITS

A. INSURANCE COVERAGE

1. Medical Insurance - available to all full-time employees and their immediate family.
2. Long Term Disability Insurance - available to all full-time employees.
3. Life Insurance - available to all full-time employees and will be made available to their dependents.

4. Worker's Compensation - available to all employees for work related injuries and disabilities.
5. Unemployment Insurance - available to all employees, subject to state law and regulations.
6. Eye Care - The cost of eyecare, up to the value of \$100 per year, will be reimbursed to employees who purchase such care for themselves or their dependents. The employee will produce the paid receipts for such care, in order to receive reimbursements.

B. EXPLANATION OF BENEFITS

An explanation of all fringe benefits to which the employee is entitled, including terms of insurance policies, eligibility dates, extent of coverage and how to file claims shall be available to the employee during employment.

C. CHANGE IN STATUS

It is the employee's responsibility to give immediate notification to the Director of any change in marital status, home address, number of dependents, etc.

VI. PROFESSIONAL ASSOCIATIONS AND INSURANCE

A. PROFESSIONAL ORGANIZATIONS

The Program will pay for individual memberships in the Kentucky Bar Association for attorney employees.

Payment by the Program for all other fees, dues and other costs relating to membership in professional organizations will be considered on an individual basis, by the Director.

B. PROFESSIONAL INSURANCE

A group malpractice insurance policy will be paid for by the Program to cover all attorneys and professionals, while they are working on behalf of the Program.

VII. PERFORMANCE EVALUATIONS

A. ANNUAL EVALUATIONS

1. Form of Evaluations

Every employee shall be evaluated annually, in writing, three (3) months prior to scheduled salary increases by

the Director. The Director will be evaluated annually by the Board of Directors.

2. Unsatisfactory Rating

If an employee receives an "unsatisfactory" evaluation s/he shall be put on a three (3) month probation period. At the end of this period the employee shall be evaluated again. If improvement has not been shown, disciplinary action may be taken.

3. Appeal Right

Any employee who is dissatisfied with his/her evaluation may file a grievance pursuant to Section X of this Manual.

B. NON-ROUTINE EVALUATIONS

An evaluation of an employee's work may be made whenever there is a question involving job performance or conduct.

C. NEW EMPLOYEES

New employees shall be evaluated prior to the termination of their probationary period, pursuant to Section II-C of this Manual.

VIII. DISCIPLINARY PROCEDURES

A. DEFINITIONS

Major infractions are actions by an employee which disrupt the operation of the Program, breach the integrity of the attorney/client relationships or are disruptive of the work environment to the extent of adversely affecting the operation of the Program.

Minor infractions are actions which do not, in isolated incidences, have this affect, but have the potential of causing these results, if repeated.

1. Examples of Major Infractions

- a. Violation of Program and Corporation regulations concerning client confidentiality.
- b. Habitual unexcused absences or habitual failure to provide prior notification of absences.
- c. Omission of pertinent facts or falsifying personnel or other records.

- d. Failure to comply with Legal Services Corporations' rules, regulations, instructions and guidelines.
- e. Failure to comply with accepted standards of professional practice.

2. Examples of Minor Infractions

- a. Wasting time; loitering or being away from assigned working place for long periods of time without good cause.
- b. Unexcused absence from work for one (1) day without good cause, notification or adequate explanation.
- c. Repeated tardiness (without excuse or permission).
- d. Careless use of Program property.
- e. Excessive absences are that number which seriously impact the program over the long or short term.

B. DISCIPLINARY ACTION

1. Minor Infractions

If it is thought that a full-time employee has committed a minor infraction that needs disciplinary action the Director shall:

- a. Upon the first offense, talk to the employee about the infraction and instruct him/her that it should not happen again. The Directors shall also give the employee a written warning, a copy of which shall be included in the employee's personnel file. This written warning shall include the information in 2b below.
- b. Second offense (of any nature), place the employee on probation.
- c. Third offense (of any nature), suspension without pay or dismissal.
- d. If; after the first or second offense, the employee commits no more offenses for a period of six month, his or her record shall be cleared for the purposes of this section. However, a record of the offenses shall remain in the employee's personnel file.

2. Major Infractions

If it is thought that the employee has committed a major infraction the Director shall:

- a. Investigate the alleged violation to determine whether or not it occurred.
- b. The Director shall prepare a written report within five (5) work days after the alleged violation, which shall include the following information:
 - (1) The specific violation (s);
 - (2) Place, date and time of the alleged violation(s);
 - (3) Circumstances surrounding the alleged violation(s).
- c. The Director shall give the employee a copy of the report within three (3) work days after preparation of the report.
- d. The Director shall then consult with the employee involved, determine corrective action to be taken, if any, and prepare a written report for the employee and the personnel files. This report will state any further action needed to be taken.
- e. No employee shall be disciplined for violating the Legal Services Act without first getting an interpretation from the Legal Services Corporation of the provision of the Act allegedly violated.
- f. The Office of Compliance and Review of the Legal Services Corporation shall be notified within of the disciplining of an employee legally required by regulation.
- g. If it is determined that the employee has committed the infraction, a written report shall be prepared for the employee and a copy placed in the employee's file, and appropriate action shall, depending on the seriousness of the offense, consist of: a written reprimand, probation, suspension without pay, or dismissal. A second major infraction of any type shall result in dismissal.

IX. CORRECTIVE ACTION

A. PROBATIONARY PERIOD

An employee who has been found to commit three minor

infractions or one major infraction may be placed on probation for three (3) months. If during the probation period the employee does not show improvement in his/her work habits at the end of the probation period s/he will be subject to dismissal. If the employee continues to commit the infraction during the probationary period s/he will be subject to immediate involuntary termination or other corrective action.

B. SUSPENSION WITHOUT PAY

An employee may be suspended without pay only by the Director, and when in the judgment of the Director immediate disciplinary action is needed. Suspensions shall be for periods not to exceed ten (10) work days and shall be effective immediately without right of notice. Suspended employees shall be on leave without pay and shall not be allowed to use Compensatory Time, annual leave or sick leave during the period of suspension. The Director shall state in writing to the suspended employee the reason for the suspension, including the specific violation and date, its effective date, and duration. A copy of this notice shall be placed in the employees personnel file. Such suspension provisions may be revoked or modified pursuant to a finding by the Grievance Committee.

C. INVOLUNTARY TERMINATION

An employee may be involuntarily terminated only by the Director, according to the following procedure:

1. A written notice of termination shall be delivered to the employee and filed in the employee's personnel file. Employees will be notified orally and in writing by the Director. The oral notification of termination will constitute an exit conference.
2. A permanent employee who is to be discharged for cause will be given two (2) weeks notice of intention to terminate. Two (2) weeks salary will be given in lieu of the two (2) weeks notice, within the discretion of the Director. This two (2) weeks of salary shall be given only upon return of all OKLSP property, including keys, credit cards, etc. It shall also be conditional upon the employee smoothly transferring or completing any work in progress and advising the Director of the status of their work.

X. GRIEVANCE PROCEDURES

A. RIGHT TO FILE GRIEVANCE

All employees have the right to file a grievance

concerning any complaint s/he might have concerning working conditions; working relationships with other employees or any policy or practice of the Program with which the employee is dissatisfied.

Prior to filing a grievance the employee must first try to solve the problem by an informal discussion with the Director. If such discussion fails to resolve the difference, a grievance may be filed by submitting, to the Board, a written statement of the nature of the grievance and a request that a hearing be held before the Board Grievance Committee.

B. BOARD GRIEVANCE COMMITTEE

The Board Grievance Committee shall be composed of three (3) board members appointed by the Board Chairperson. These three persons shall elect one of their number to chair the committee. The director of employee may request that the committee contain members of a specific group, such as support staff, client, etc. The final decision shall be with the Board Chairperson.

C. BOARD GRIEVANCE COMMITTEE PROCEDURE

1. An informal hearing, presided over by the Board Grievance Committee shall be conducted within (10) work days after receipt of the written request by the aggrieved employee. Said time limit may be waived by the employee filing the grievance, but in no event shall the hearing be held more than thirty (30) days after receipt of the written request.
2. The aggrieved employee shall have the right to be present and to present facts and opinions on his or her behalf at the hearing. Reasonable and necessary expenses incurred by the employee in presenting such facts and opinions may be reimbursed by the Program, if the Board Grievance Committee so recommends and the Director approves of such reimbursement. The hearing shall be recorded by tape recorder, and the tapes kept until the grievance has been finally resolved.
3. The Board Grievance Committee shall determine a recommended action by majority vote and, within five (5) days after the hearing, shall render written copies of the recommendation to the aggrieved employee and the Director.

D. APPEAL TO THE BOARD OF DIRECTORS

1. If the aggrieved employee or Director is dissatisfied with the results of the above procedures, an appeal must be

made to the Board of Directors within five (5) days of receipt of the opinion of the Board Grievance Committee. This appeal is started by the employee or Director submitting a written request to the Chair of the Board Grievance Committee detailing his/her dissatisfaction with the Committee's decision. The Chair of that Committee shall then forward that request to the Chairperson of the Board along with:

- a. The aggrieved employee's original statement of grievance;
 - b. The tape recorded record of the hearing before the Board of Grievance Committee along with any evidence or exhibits;
 - c. The written decision of the Committee; and
 - d. The employee's statement of why s/he disagrees with the decision.
3. Review of the Full Board

The Board shall review only the decision of the Committee; there shall be no need of an additional hearing before the full Board of Directors. Such review shall be taken at the next regular meeting or specially called meeting of the Board of Directors, and the decision of the full Board shall be rendered in writing withing fifteen (15) days of said meeting. This opinion hall be delivered to the aggrieved employee, and the Director.

XI. RESIGNATION PROCEDURES

A. NOTICE REQUIREMENT

Attorneys and professional staff are expected to give a one month written notice of their resignation. Support staff are expected to give written notice of two (2) weeks. Accumulated leave and Compensatory Time may not be utilized to meet these notice requirements. Sick leave may not be taken during the notice period without a verified doctors statement. These conditions can be waived upon approval of the Director or Board, under appropriate circumstances.

B. FAILURE TO GIVE ADVANCE NOTICE

Failure to give adequate advance notice, as set forth above will disqualify an employee from usual termination benefits, such as the ability to take sick leave, use Compensatory Time, etc., unless such lesser notice was approved by the Director. It might also result in an unsatisfactory reference for any future jobs the employee applies for.

C. ISSUANCE OF FINAL PAY CHECK

Final pay checks shall be issued only after

1. All keys, credit cards, and other program property in possession of the employee have been returned.
2. The program has been reimbursed for obligations to petty cash and/or any other money owed the program for personal phone calls, salary advances, etc.
3. The employee has attended an exit interview with the Director and given adequate account of the status of any ongoing work the employee was involved in.

XII. TRAVEL

Because work at OKLSP involves extensive in-state and out-of-state travel, the purpose of these policies is to adequately reimburse employees for their expenses and minimize the paperwork involved.

1. Mileage reimbursement shall be at a rate of 20 cents per mile when the office car is unavailable and 15 cents per mile otherwise. A form setting forth the distance traveled, destination and purpose of the trip will be submitted with the request for reimbursement. When employees use their own cars for transportation, they are expected to carry their own liability insurance.

2. The meal per diem rate shall be \$20 per day for overnite travel. For partial days reimbursement for breakfast will be \$5, lunch \$5 and dinner \$10.

3. Meals will not be paid for on day trips, except those taken out-of-state. However, the cost of dinner will be paid when the anticipated return time to Lexington, exclusive of the time eating dinner, is after 7:00 p.m.

4. Cash travel advances will be made available, where appropriate.

5. The Director shall approve out-of-state travel.

XIII. SALARY ADVANCES

Full time employees who have been with the Program for one year or longer may request a salary advance up to \$1,000. Such loans may be given in cases where an emergency or good cause exists, but shall not be given as mere consumer loans. The Director has the discretion to deny the request. However, should the request be approved, the employee must sign an installment note to the

Program providing for the repayment of the advance. The maximum repayment schedule shall be 12 equal payments no longer than 6 months from the date of the advance. These payments shall be automatically deducted from their pay check, with the option of prepaying any payment in full or part. No interest shall be charged the employee for this advance. In case the employee ceases to work for the Program, the note shall become immediately due and payable in full. The employee shall agree to have the amount deducted from their last pay check, and shall pay the balance of any money remaining due and owing. An employee may have only one salary advance in effect at a given time. The Director shall be prohibited from such advances, pursuant to K.R.S. 273.241.

TO: OKLSP STAFF
FROM: Anthony G. Martin *AGM*
DATE: December 5, 1986
RE: UPDATES TO PERSONNEL POLICY

At the OKLSP Board meeting on September 12, 1986, the Board approved the following changes to the OKLSP personnel policies:

1. Parental leave with pay is increased to 10 days. A total of three months for parental leave may be taken, with pay if you have sufficient accrued leave from all available sources to cover the time.
2. The yearly cap on annual leave accrued is removed. You may now carry over annual leave in excess of eighty hours to the next year. Use of more than four weeks of annual leave at any one time is discouraged, but will be permitted with written permission from the Director. Payment for accrued annual leave at termination is capped at 160 hours.
3. Emergency comp time will not be accrued after September 1, 1986. Hours accrued prior to September 1, 1986 may be used under the terms of the present emergency comp. time policy. Emergency comp. time may not be used after an employee is certified as eligible for long term disability.
4. After September 1, 1986, comp. time will be accrued by all professional employees who wish to do so. Employees may use up to eighty hours of comp. time per calendar year with the permission of the Director. Comp. time may not be used for two or more full days successively.

For the period September 1, - December 31, 1986, professional employees may use 27 hours of comp. time. Unused comp. time may be carried over to succeeding years.

Please keep this memo with your copy of the OKLSP Personnel Policy.