

Community Justice and Mediation Center, Inc.

PERSONNEL POLICY

THE FOLLOWING APPLY TO ALL STAFF

I. INTRODUCTION

A. Background. Community Justice and Mediation Center (CJAM) incorporated in the State of Indiana as a private, not-for-profit corporation in March of 1995 as Citizens for Community Justice, Inc. (CCJI). In 2004, the Community Conflict Resolution Program, Inc. (CCRP) merged with CCJI and the two have since assumed the current corporate name. The purpose of CJAM is to promote a civil and just community through mediation, education and restorative justice. The Board of Directors determines its policies.

B. Statement of Purpose. The Board of Directors of CJAM issues this statement of personnel policy and procedures for CJAM as the official understanding of the obligations of the Board of Directors and all staff members to one another and to the public.

C. Statement of Responsibility. The Board of Directors has ultimate authority for establishing and issuing policy statements, and all CJAM staff members are under the general policy authority of the Board of Directors.

The Governance Committee of the Board of Directors develops and reviews personnel policies, wage and salary policies, job descriptions and guidelines, and job evaluation procedures for paid and volunteer staff. The Executive Committee is responsible for protocols for hiring, evaluating and dismissing the Executive Director, who is responsible for hiring, supervising, evaluating and dismissing other paid and volunteer staff.

The Executive Director is responsible for the implementation of this policy statement and for the development of all necessary detailed procedures consistent with its intent. The Executive Director may delegate specific authority and responsibility to other CJAM staff to carry out these policies and procedures.

D. Statement of At-Will Employment. This statement establishes the policies for all CJAM personnel and cannot be altered orally. However, these personnel policies and procedures do not create a contract between CJAM and any employee and may be amended at any time. All CJAM employees are, by law, "at-will" employees. "At-will" means that the employee can leave CJAM employment at any time for any reason. It also means CJAM can terminate the employee at any time for any reason.

E. Statement of Orientation. On the first day of work, each staff member will be informed of CJAM's policies and practices, receive printed materials on policies and complete payroll forms, as appropriate. Orientation regarding these policies and specific job orientation will be provided within the first week of volunteering or employment. Within the first two (2) weeks, the volunteer or employee will be required to sign a statement saying he/ she has read and understands the policy and has completed orientation. The signed statement will be kept in the person's personnel file.

F. Special Classification Staff. CJAM may have staff members, paid or unpaid, with special classifications, such as intern, contract employee or work-study. These staff members will receive, to the extent possible, the same treatment as other staff. However, when this Personnel Policy conflicts with the law, policy or regulation authorizing the special classification staff, the authorizing law, policy or regulation shall prevail.

G. Definitions.

Staff means individuals who work for CJAM on a paid or voluntary basis.

Employees mean paid staff members.

Full-time Employees means paid staff members who regularly work 40 or more hours a week.

FLSA exempt employees means employees who exercise executive, administrative or professional responsibility and are paid a salary in excess of \$23,600 a year.

Volunteers mean unpaid staff members who have applied to assist CJAM in an unpaid capacity and have been accepted by the Executive Director.

II. NON-DISCRIMINATION

CJAM does not and shall not discriminate against any person on the basis of race, religion, color, national origin, ancestry, gender, sexual orientation, marital status, physical or mental disability, age, political affiliation or any classification protected by applicable law in any aspect of employment. All advertising for employment will contain the statement, "Equal Opportunity Employer" or "E.O.E."

III. SEXUAL HARASSMENT POLICY

A. Policy. CJAM is committed to maintaining a work environment free of inappropriate and disrespectful conduct and communication of a sexual nature. No individual associated with CJAM may sexually harass another. Anyone who violates this policy will be subject to disciplinary action up to and including disassociation or discharge. Anyone who is made aware of sexual harassment and fails to take corrective action, pursuant to the requirements of this policy will be subject to discipline, including disassociation or discharge.

B. Definition. Sexual harassment refers to behavior that is not welcome, is personally offensive, debilitates morale and interferes with the work performance and effectiveness of its victims. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitutes harassment when:

1. Submission to such conduct is made explicitly or implicitly a term or condition of an individual's employment or association.

2. Submission to or rejection of such conduct by an individual is used as a basis for denying or otherwise altering the individual's employment or association.

3. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

C. Procedure for Enforcement.

1. Anyone associated with CJAM who believes he or she has been the subject of sexual harassment should report the alleged acts immediately to the Executive Director, the President or another Board member.

2. All complaints will be handled in a timely and confidential manner. In no event will information concerning a complaint be released by CJAM to third parties or to anyone within CJAM who is not involved with the investigation, nor will anyone be permitted to discuss the subject outside the investigation.

3. Investigation of a complaint will normally include conferring with the parties involved and any named or apparent witnesses. Individuals accused shall be guaranteed an impartial and fair hearing. All individuals shall be protected from coercion, intimidation, retaliation, interference or discrimination for filing a complaint or assisting in an investigation.

D. Disciplinary Procedure. The discipline taken with respect to each violation of this policy will be determined in conjunction with the seriousness of the particular offense.

1. In the event that a thorough investigation of the alleged incident of sexual harassment reveals that the accused has not engaged in any actions or conduct constituting sexual harassment, the President or designee will inform both the accused and the complaining party that a thorough investigation has been conducted and there exists no grounds or basis to substantiate the alleged sexual harassment.

2. In the event that a thorough investigation of an alleged incident of sexual harassment reveals that the accused has engaged in actions or conduct constituting sexual harassment, disciplinary action will be taken, up to and including termination or disassociation, depending on the seriousness of the violation.

3. In any case where an investigation has revealed that an individual has engaged in repeated acts of sexual harassment the individual may be subject to immediate termination or disassociation.

IV. DRUG-FREE WORKPLACE POLICY

CJAM is committed to providing a drug-free workplace and expects the cooperation of all staff and a similar commitment from them. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance while on CJAM premises or anywhere in the performance of services for CJAM is strictly prohibited.

V. GRIEVANCES

A. Any CJAM staff member with a grievance shall inform the President, in writing, within five (5) days of the discovery of the incident causing the grievance. The President shall attempt to settle the grievance.

B. If the staff member is not satisfied with the President's decision, the staff member may file a written grievance with the Executive Committee within ten (10) working days of receiving the President's written findings. The Executive Committee will serve as the Grievance Committee and will designate an ad hoc chair to convene a hearing within ten (10) working days of receiving the appeal. The chair will give the staff member written notice of the hearing and of the member's right to be present and to present evidence. After the hearing, the committee will notify the employee in writing of its decision within five (5) working days.

VI. CONFLICT OF INTEREST

A. In all aspects of its operation CJAM shall strive to guard against any situations and/or actions that will give the appearance of conflict of interest. Consistent with this, no agent, officer or employee of CJAM shall participate in the selection, award or administration of a contract or grant if a real or apparent conflict of interest would be involved.

B. Conflicts of interest arise when 1.) The agent, officer or employee, 2.) Any member of her/his immediate family, 3.) His/her partner or 4.) Any organization which employees or is about to employ any of the preceding parties has a financial or other interest in the firm selected for the award.

C. In order to avoid the appearance of conflict of interest, no agent, officer or employee of CJAM shall solicit or accept gratuities, favors, or items of monetary value from contractors or subcontractors.

D. In the event that an appearance of a conflict of interest is unavoidable, a full disclosure of all relevant facts and explanation will be incorporated into CJAM's Board minutes.

E. To avoid conflicts, staff members may not receive personal fees for providing CJAM service unless a written contract specifying the service and the fee has been negotiated by the President and approved by the Executive Committee. All such contracts shall be reported to the Board of Directors.

F. Staff may not offer or market services on their own behalf while representing or working on behalf of CJAM.

G. Employees may not offer services on a personal basis of a kind CJAM offers. Exceptions must be approved in advance by the Executive Committee.

H. On occasions not governed by F and G above, when employees or unpaid staff receive referrals or solicitations for services of a kind CJAM offers, but which the staff member is interested in offering on a personal basis, the matter shall be referred to the President or President's designee, who will determine if CJAM is interested in offering the service. If so, the staff member will inform the potential client that CJAM offers the service and that the contacted staff member also offers the service on a personal basis.

THE FOLLOWING APPLY TO EMPLOYEES

VII. RECRUITMENT AND SELECTION

A. Authority. The Board of Directors is authorized to hire the Executive Director. The Executive Director is authorized to hire other CJAM personnel and appoint volunteers in compliance with this personnel policy and other applicable agency policies.

B. The Executive Committee, in consultation with the Executive Director, is charged with the responsibility of evaluating staffing needs and positions.

C. Promotion/In-House Hiring. Notice of all vacancies shall be posted internally for five (5) days at CJAM's office. Present staff members who wish to apply may do so in writing to the Executive Director during this period. The Executive Director or designee will interview those applicants, internal and external, who are best qualified for the position. When possible, at least three (3) representative applicants will be interviewed for each position.

D. Applicant for Employment.

1. All applicants who wish to be employees will complete an agency application form and will certify that the information given is correct. The provision of false or misleading information is grounds for considering the applicant ineligible for employment or for dismissal after employment. The accuracy of the information given is subject to verification. All verification findings will be preserved in writing in the applicant's file.

2. References will be requested to evaluate the applicant's experience and personal qualifications, with specific reference to the functions of the position. Information obtained from references will become part of the employee's personnel file.

E. Selection. Persons selected for employment will receive a letter of appointment, setting out responsibilities of the position and conditions of employment. At least those candidates interviewed but not selected will be notified in writing that the position has been filled.

VIII. CONDITIONS OF EMPLOYMENT

A. Probation. All employees assuming a new position will be subject to a six (6) months orientation probationary period on the job. During the orientation probationary period either CJAM or the employee may terminate the employment relationship without regard to the notice provisions of Section XVI of this policy.

B. Personnel Records. Employee personnel records will be stored for at least six (6) years and maintained by the Executive Committee to assure accuracy and confidentiality. They shall contain only material relevant to employment, including but not limited to records of infractions and discipline. All personnel records will be regarded as confidential except that that an employee upon request may, in the presence of the President examine his/her file. The employee is responsible for seeing that the

personnel file is updated in the event of changes that would affect tax or insurance status. Records may not be removed from the employee's personnel file without authorization of the Executive Committee. Unauthorized removal of personnel records is grounds for immediate dismissal. Employees have the right to add information to their personnel files.

IX. EMPLOYEE DEVELOPMENT

A. In-service training. In-service training will be provided to employees in order to enhance job performance capabilities within available budget resources. Attendance at meetings and conferences is recognized as an important means of employee training and may be required.

B. Career Development. CJAM encourages employees to pursue available career development opportunities. Employees may request to attend trainings, conferences, and meetings. The Executive Committee, taking into consideration total agency needs and resources will approve time for the CJAM employees to attend such opportunities. CJAM will provide for the costs of such trainings, conferences and meetings when the opportunity has the potential to enhance job performance and to the extent that funds are available.

X. PERFORMANCE EVALUATIONS

A. The work of each employee is reviewed on an ongoing basis with the supervisor to provide a systematic means of evaluating performance. The annual performance evaluation is a formal opportunity for the supervisor and employee to evaluate job performance and exchange ideas that will strengthen their working relationship, review the past year, and anticipate CJAM's needs in the coming year. The review is intended to encourage the exchange of ideas in order to create positive change within CJAM. To that end, it is incumbent upon both parties to have an open and honest discussion concerning the employee's performance. It is further incumbent upon the supervisor to clearly communicate the needs of CJAM and what is expected of the employee in contributing to the success of CJAM for the coming year. Both supervisor and employee should attempt to arrive at an understanding regarding the objectives for the coming year. This having been done, both parties should sign the performance review form, which will be kept as part of the employee's personnel record and used as a guide during the course of the year to monitor employee progress relative to the agreed upon objectives.

B. Every employee assuming a new position will have a written evaluation administered by his/her immediate supervisor prior to the end of the orientation probationary period. Additionally, Each CJAM employee will have at least one (1) annual written performance evaluation administered by the employee's supervisor, to be completed by the employee's hiring anniversary date each year. However, any employee may be evaluated at any time at the discretion of the Board of Directors. Performance evaluations of the Executive Director shall be administered by the President and/or the President's designee. All other employee performance evaluations shall be administered by the Executive Director. Each employee will receive a written copy of the evaluation, signed by the administering supervisor, a copy of which will be placed in the employee's personnel file.

C. Forms and procedures used in performance evaluations will be approved by the Board of Directors.

XI. POSITIONS AND SALARIES

A. Board Responsibilities. The CJAM Board of Directors will approve and monitor job qualifications and job descriptions and fix the salary ranges of all CJAM positions.

B. Salary Increases. Wage increases will be determined when permitted by budgetary considerations and through the job performance evaluations. Increased productivity will be an important consideration in determining increases.

XII. PAYROLL AND WORK SCHEDULES

A. Pay Periods. Pay checks will be issued on the 15th and the last day of each month. When the payday falls on a weekend or holiday, checks will be issued on the preceding workday.

B. Work Schedule. The Executive Director sets the work schedules of all employees.

C. Time Cards. Each non-exempt hourly employee will post and keep a time card that states the total number of hours worked each day. The employee's supervisor will sign this time card.

D. Work Hours and Overtime.

1. FLSA Exempt CJAM employees are expected to work a flexible schedule. When work schedules permit, compensation time may be taken for extra hours worked. Compensation is to be taken within 90 days of earning it.

2. Non-exempt employees shall be paid at a rate 1.5 times their normal rate of pay for "overtime", hours worked in excess of 40 hours in a work week. Overtime must be authorized in advance by the Executive Director.

XIII. EMPLOYEE BENEFITS AND REIMBURSEMENT

Employees who work one-half time (20 hours per week) or more are eligible for sick/personal leave, vacation time and holidays. Such time off is pro-rated according to the number of hours worked. For example, full-time employees earn a full day for each eligible day off and half-time employees earn 4 hours for each eligible day off.

A. Sick/Personal Leave.

1. Employees eligible for sick/personal leave accrue it at the rate of one (1) day per month up to twelve (12) days per year. In this paragraph, "day" refers to the scheduled number of hours normally worked by each employee daily. "Year" refers to the anniversary of the employee's first day of employment. Employees must report illnesses to their supervisor. Personal leave should be scheduled off in half-day increments. The President must approve all personal business leave. Except in emergencies, requests to take personal business leave must be made at least a week in advance.

2. Unused sick/personal leave time can be accrued to a maximum of fifteen (15) days. Employees will not be compensated for unused sick/personal leave when employment is terminated.

B. Vacation Time.

1. Employees eligible for vacation time receive three (3) weeks, or fifteen (15) working days for full-time employees, paid vacation in each of the first three (3) years of employment. After three (3) years, employees receive four (4) weeks, or 20 working days for full-time employees, paid vacation. Vacation can be taken after six months employment. Compensation for any vacation taken but not earned when employment is terminated will be deducted from the final pay. Vacation time cannot be accrued longer than one year.

2. Vacation time must be requested ten (10) days in advance. The President or the Executive Director must approve all vacation time off.

3. The following holidays are observed by CJAM: New Year's Day, Martin Luther King, Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the following Friday, Christmas Eve and Christmas Day. Holidays falling on Saturday or Sunday are celebrated the following Monday. If a holiday falls on a day an employee working one-half time or greater is not scheduled to work, the next workday will be used to celebrate the holiday. Employees who have finished the orientation probationary period get their birthday off as a paid holiday.

C. Bereavement Leave.

Permanent full - time and part - time employees are allowed paid leave for up to three workdays for a death in the employee's immediate family, within a reasonable period after the death. Immediate family means spouse, children, parents, siblings, grandparents, grandchildren, and in-laws and is inclusive of step family.

D. Jury Duty

1. Regular, full - time and regular, part - time employees are allowed paid leave to serve on a jury. Employees must notify the Executive Director prior to taking jury duty leave.

2. For time served on jury duty, CJAM will pay employees the difference between his or her salary and any amount paid by the government, unless prohibited by law, up to a maximum of ten days. If an employee is required to serve more than ten days of jury duty, CJAM will provide the employee with unpaid leave.

3. Employees must provide CJAM a copy of proof of jury service by the court in which they served.

E. Military Duty

1. Employees who are inducted into or enlist in the Armed Forces of the United States or are called to duty as a member of a reserve unit may take an unpaid leave in accordance with applicable

law. The employee must provide advance notice of his or her need for a military leave and CJAM will request a copy of the employee's orders, which will be kept on record by CJAM.

2. The time an employee spends on military leave will be counted as continuous service for the purpose of determining eligibility and accrual for benefit plans and policies, if any.

3. Upon return from military leave, employees will be reinstated as required by law and benefits will be reinstated with no waiting periods.

F. Maternity/Paternity Leave

Regular employees are allowed two weeks of paid leave after the birth, or adoption, of a child or children. Part - time employees shall be paid based on average hours worked per week. Subsequent to this period, up to 12 weeks of unpaid leave (or use of available vacation and/or sick leave) will be allowed.

G. Workers Compensation. All CJAM employees paid through CJAM payroll are covered by Workers Compensation. An employee injured on the job must contact his/her immediate supervisor at the earliest possible time and must complete, or cause to be completed, all necessary forms. Employees medically disabled on the job shall receive their normal rate of pay for the first five (5) day of their normally scheduled work, provided a physician certifies that the employee is unable to work. This five (5) day period shall not be charged against the employee's sick leave account.

H. Benefits. Full-time CJAM employees may be eligible for cafeteria plan benefits, such as health care. This benefit package will be negotiated with the employee and memorialized by a written agreement.

I. Automobile Expenses. CJAM employees will be reimbursed on a per mile basis, at a rate set by the Board of Directors, for use of a personal car driven on approved CJAM business. Reimbursement will be obtained by submitting a monthly requisition, signed by the President.

XIV. DRUG-FREE WORKPLACE POLICY

CJAM is committed to providing a drug-free workplace and expects the cooperation of all employees and a similar commitment from them. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance while on CJAM premises or anywhere in the performance of services for CJAM is strictly prohibited.

As a condition of continuing employment with CJAM each employee must:

1. Abide by the terms of this policy; and
2. Notify CJAM of any criminal drug statute conviction for a violation occurring while working no later than five days after such conviction.

CJAM may in its sole discretion require an employee to undergo mandatory drug testing at any time at the employee's expense if CJAM has reason to believe an employee is violating the terms of this policy.

Any violation of this policy will result in discipline, up to and including discharge, and/or a requirement of satisfactory participation in a drug abuse assistance or rehabilitation program, depending on the nature and seriousness of the offense.

XV. DISCIPLINARY PROCEDURE

A. CJAM disciplinary procedures are not intended to and do not create a contract of employment; nor do they modify or alter the employment-at-will relationship.

B. CJAM applies disciplinary policy to employee conduct that CJAM, in its sole discretion, determines must be addressed by discipline.

C. CJAM uses the following progressive disciplinary process:

1. Verbal Caution. A verbal caution is meant to alert the employee that a problem may exist or that one has been identified, which must be addressed. Verbal warnings will be documented and maintained by the employee's supervisor.

2. Verbal Warning. Verbal warnings are documented and placed in the employee's personnel file.

3. Written Warning. A written warning is more serious than a verbal warning and is maintained in the employee's personnel file.

4. Suspension. An employee is suspended when he or she engages in conduct that justifies a suspension or the employee engages in unacceptable behavior during the period that a written warning is in effect.

5. Termination. An employee will be terminated when he or she engages in conduct that justifies termination or does not correct the matter that resulted in less severe discipline.

D. CJAM need not resort to progressive discipline, but may take whatever action it deems necessary to address the issue at hand. This may mean that more or less severe discipline is imposed in a given situation. CJAM'S sexual harassment policy, for example, contains specific discipline procedures.

XVI. TERMINATION OF EMPLOYMENT

A. Professional (exempt) employees will give at least four (4) weeks written notice of intent to leave CJAM, except during the initial orientation probationary period. Other employees will give at least two (2) weeks written notice of intent to leave CJAM, except during the initial orientation probationary period.

B. CJAM will give four (4) weeks written notice, if reasonably possible, to all employees terminated due to budget cutbacks or agency restructuring.

XVII. AMENDMENTS TO THE PERSONNEL POLICY

A. Amendments may be recommended at any regular Board meeting where a quorum is present. Employees are welcome to suggest amendments, either to their supervisor or to the Governance Committee. Employees may attend committee or Board meetings and present their arguments for amendments. The Governance Committee will review this Policy periodically. CJAM employees will be notified of the scheduled review.

B. Amendments may be adopted by majority vote of the Board members present at any regular, properly called meeting.

C. Amendments to this Personnel Policy will be given in writing to all employees. All employees will be required to sign amendments saying that they have received and read the amendments. These statements will be filed in the employee's personnel file.

COMMUNITY JUSTICE AND MEDIATION CENTER

PERSONNEL POLICY ORIENTATION

Yes, I have received and I understand this policy statement.

Staff member _____

Date _____