

**Note: Access to this document is restricted to employees of the District of Columbia Bar.**

The following sample employee handbooks and policy manuals are provided to assist bar associations in developing their own manuals and are for reference only. Provision of these materials is not intended to be, and does not constitute, legal advice.

## **WELCOME**

**Welcome to the District of Columbia Bar. The D.C. Bar was formed by the D.C. Court of Appeals in 1972 to maintain high standards of the practice of law in the District of Columbia. The Bar fulfills that mandate by registering attorneys, publishing Washington Lawyer and other publications to provide a forum to discuss issues of concern to Bar members, sponsoring a continuing legal education program and providing pro bono training. The discipline of attorneys is the responsibility of the Board on Professional Responsibility of the D.C. Court of Appeals.**

**This handbook is not an employment contract and the policies and procedures included herein are guidelines which the Bar reserves the right to modify at any time.. Employment at the D.C. Bar is at will and may be terminated, with or without cause, at the option of either the Bar or the employee. This handbook contains guidelines that the D.C. Bar normally intends to follow with regard to the matters and situations addressed in the handbook. However, the particular circumstances of a given case may warrant exception or variation. These guidelines are subject to change or exception without notice, and are not intended to and do not imply or guarantee a right to continued employment. If there are any inconsistencies between the language of this Handbook and statements made by a Bar Manager or supervisor, the provisions of this Handbook will apply. No Bar Manager or Supervisor has the authority to enter into any agreement for employment for any specified period of time or to make any agreement contrary to what is included in this Handbook.**

**This Employee Handbook and its contents are proprietary information belonging solely to the District of Columbia Bar. The handbook itself is Bar property, and must be returned upon termination of employment. Nothing in this handbook may be copied by any person, nor may the contents of this Handbook be disclosed to any person, or organization without the express written consent of the Executive Director of the Bar. Failure to abide by the provisions of this confidentiality statement shall be grounds for discharge.**

## **DISTRICT OF COLUMBIA BAR**

### **CORE VALUES**

#### **We Value Integrity**

**We are committed to the highest ethical standards and the strict adherence to all District and federal laws in the performance of our work.**

#### **We Value Teamwork**

**Teamwork is critical to the success of the Bar. Mutual respect for each other's responsibilities, skills, functions and experience is the essential ingredient of teamwork.**

#### **We Value Service**

**The Bar is a service environment and we are committed to providing the best service possible to our members, to the public, and to each other.**

#### **We Value People**

**We will treat all people with respect and courtesy and will create an environment that supports the attainment of the Bar's organizational goals and the growth and development of each staff member. We will actively promote an atmosphere of respect for each other's perspectives and experiences, recognizing that such diversity strengthens the Bar.**

#### **We Value Commitment**

**We are committed to the furtherance of the legal profession and the community which it serves. As Bar staff, we are committed to the attainment of the Bar's goals and objectives.**

#### **We Value Leadership**

**All managers and supervisors are committed to creating a supportive environment in which each staff member is free to do his or her job to the best of his or her ability without verbal abuse and undue interference from management, members, or other staff members.**

## Contents

### WELCOME

### CORE VALUES

<b>I.</b>	<b>Employment Policies .....</b>	<b>1</b>
	<b>A. Equal Employment Opportunity .....</b>	<b>1</b>
	<b>B. Conditions of Work.....</b>	<b>3</b>
	<b>C. Categories of Employment .....</b>	<b>5</b>
	<b>D. Productive Work Environment .....</b>	<b>5</b>
	<b>E. Recruitment .....</b>	<b>7</b>
	<b>F. New Employees .....</b>	<b>8</b>
	<b>G. Resignation .....</b>	<b>8</b>
	<b>H. Disciplinary Action .....</b>	<b>8</b>
	<b>I. Personnel Folders .....</b>	<b>10</b>
	<b>J. Conflict of Interest .....</b>	<b>11</b>
	<b>K. Flexplace Policy .....</b>	<b>13</b>
	<b>L. Professional Development .....</b>	<b>13</b>
<b>II.</b>	<b>Grievance Procedure .....</b>	<b>II-14</b>
<b>III.</b>	<b>Salary Administration Policies.....</b>	<b>III-15</b>
	<b>A. Pay Periods .....</b>	<b>15</b>
	<b>B. Salary Reviews.....</b>	<b>15</b>
	<b>1. Across -the-Board Increase.....</b>	<b>15</b>
	<b>2. Merit Increases.....</b>	<b>15</b>
	<b>3. Promotion and Salary Adjustments .....</b>	<b>16</b>
	<b>C. Overtime/Compensatory Time .....</b>	<b>16</b>

<b>IV.</b>	<b>Performance Evaluations .....</b>	<b>17</b>
<b>V.</b>	<b>Employee Benefits.....</b>	<b>18</b>
	<b>A. Health and Dental Insurance .....</b>	<b>18</b>
	<b>B. Life Insurance.....</b>	<b>18</b>
	<b>C. Short-Term and Long-Term Disability Coverage .....</b>	<b>18</b>
	<b>D. Employee Assistance Program .....</b>	<b>19</b>
	<b>E. Holidays.....</b>	<b>19</b>
	<b>F. Leave Policies .....</b>	<b>20</b>
	<b>1. Annual Leave.....</b>	<b>20</b>
	<b>2. Medical Leave .....</b>	<b>20</b>
	<b>3. Application of Annual and Medical Leave         to Part-Time Employees .....</b>	<b>21</b>
	<b>4. Parental Leave.....</b>	<b>21</b>
	<b>5. Family and Medical Leave Act of 1993.....</b>	<b>22</b>
	<b>6. Administrative Leave .....</b>	<b>23</b>
	<b>7. Extended Leave Without Pay .....</b>	<b>25</b>
	<b>8. General Leave Provisions.....</b>	<b>25</b>
	<b>9. Voluntary Leave Transfer.....</b>	<b>26</b>
	<b>G. Retirement Plans.....</b>	<b>26</b>
	<b>1. Money Purchase Plan .....</b>	<b>26</b>
	<b>2. Employee Contributed Plans .....</b>	<b>26</b>
	<b>H. Social Security .....</b>	<b>27</b>
	<b>I. Unemployment Insurance.....</b>	<b>27</b>
	<b>J. Workers' Compensation.....</b>	<b>27</b>
	<b>K. Section 125 Plan .....</b>	<b>27</b>

## **I. Employment Policies**

### **A. Equal Employment Opportunity Policy**

**The D.C. Bar is an equal opportunity employer, and conducts all hiring and employment practices strictly in accordance with applicable employment discrimination laws and regulations. We do not discriminate in hiring or employment on the basis of race, color, sex, age, religion, national origin, sexual orientation, personal appearance, political affiliation, marital status, matriculation status, family responsibilities, source of income, place of residence or business, status as a veteran, or physical or mental disability which does not interfere with the performance of job duties. We will not tolerate any sort of discrimination in employment on the part of any manager or supervisor.**

**The Bar has a specific policy on sexual harassment as a form of employment discrimination. Sexual harassment is a violation of our policies. Sexual harassment includes unwelcome sexual advances, requests for sexual favors or any other visual, verbal, or physical conduct of a sexual nature when:**

- \* submission to such conduct is either explicitly or implicitly made a condition of the individual's employment;**
- \* submission to or rejection of the conduct is used as a basis for an employment decision affecting the harassed employee;**
- \* submission by an employee to such conduct results in other employees being denied job benefits; or**
- \* the harassment has the purpose or effect of unreasonably interfering with the employee's work performance or creating an environment which is intimidating, hostile or offensive to the employee.**

**Recognizing that what is considered acceptable behavior to some is not always acceptable to others, every employee and supervisor must exercise his or her own good judgment to avoid engaging in conduct that may be perceived by others as sexual harassment. The following are illustrations of actions that the Bar deems inappropriate. Please note that this list is for illustrative purposes only and is not meant to be all inclusive. Please note that inappropriate behavior is not restricted to behavior exhibited only toward the opposite sex.**

- 1. A supervisor tells an employee or implies that he or she can earn a promotion or salary increase by providing any form of sexual favor to or dating the supervisor.**
- 2. A supervisor downgrades an employee's performance rating because he or she turned down the supervisor's request for any sexual favor or date.**

- 3. An employee gives unwelcome hugs, kisses, massages or makes other unwelcome physical contact with another employee.**
- 4. An employee tells sexually offensive or degrading jokes or stories.**
- 5. An employee uses sexually oriented profanity.**
- 6. An employee makes offensive gestures of a sexual nature or repeatedly stares at another.**
- 7. An employee makes unwelcome comments about the appearance or anatomy of another.**
- 8. Areas within the workplace contain pictures of naked or scantily clothed men or women, sexually explicit pictures or text or other similarly inappropriate material.**
- 9. An employee interferes with another's motion by blocking or standing in uncomfortably close proximity.**
- 10. An employee repeatedly asks another for a date after being turned down in a manner that does not invite a future invitation.**

**Situations also may arise when an employee believes that he or she is being harassed by an individual who is not employed by the Bar. The Bar's ability to control the offensive behavior of non-employees is limited. Nonetheless, the Bar is committed to ensuring that all of its employees are free from harassment in the workplace. The Bar does not condone sexual harassment by clients, members, vendors, independent contractors, applicants for employment or visitors to the Bar.**

**Any Bar employee or applicant who believes that he/she is or may be subjected to such objectionable conduct should report such problems immediately to the manager of human resources. The Bar, acting through an appropriate neutral official (either on the Bar's staff or outside, if an outside individual is appropriate) will conduct a prompt, confidential and thorough investigation of any such complaints, and, if warranted, will take appropriate corrective and preventive actions. Individuals dissatisfied with the results of any such investigation shall be entitled to ask the General Counsel of the Bar to review the matter and ensure that the issues have been addressed in an appropriate fashion.**

**Any employee, supervisor, or manager who becomes aware of any such objectionable conduct by any employee, supervisor, manager (or by anyone else, including outside vendors, when inflicted on a Bar employee) should immediately advise the manager of human resources to assure that such conduct does not continue.**

**Any manager, supervisor, or employee who engages in such objectionable conduct is subject to disciplinary sanction, up to and including termination.**

**No employee will be retaliated against for making a complaint or bringing such conduct to the Bar's attention. If there is retaliation, the employee who caused such retaliation may be subject to disciplinary action. On the other hand, any employee who brings a complaint against another employee or supervisor in bad faith or for the purpose of harassment or intimidation will be subject to discharge.**

***Procedure for Dealing with Any Claim of Discrimination***

**We take an equally broad view in defining and prohibiting offensive harassment and discrimination for any other prohibited reason, including race, religion, national origin, age, disability etc. In keeping with this policy, we will not tolerate harassment or discrimination for any prohibited reason by any Bar employee.**

**Any Bar employee or applicant who believes he or she has been the subject of harassment or has been discriminated against in violation of this policy should report such incidents to the manager of human resources or to the Executive Director. There will be no reprisal against an employee who makes a valid complaint. However, any one bringing a complaint against another employee or supervisor in bad faith or for the purpose of harassment or intimidation will be subject to discharge.**

**We will conduct a prompt and thorough investigation of any complaints of violations of this policy. In determining whether the alleged conduct constitutes prohibited harassment or discrimination in violation of this policy, the nature of the harassment or discrimination, the totality of the circumstances and the context in which the alleged incident occurred will be investigated. This investigation will be conducted in as confidential a manner as possible. We consider harassment or discrimination in violation of this policy to be a major offense which can result in suspension or discharge or other appropriately severe reprimand of the offender. Individuals dissatisfied with the results of any investigation are entitled to ask the General Counsel of the Bar to review the matter and ensure that the issues have been addressed in an appropriate fashion.**

**B. Conditions of Work**

**1. Office Hours and Work Week**

**Normal business hours at the D.C. Bar are 9:00 a.m. to 5:00 p.m., Monday through Friday, with one hour for lunch unless other arrangements are made through the employee's supervisor with approval of the department manager. Therefore, a work day at the D.C. Bar is seven hours; a regular work week is 35 hours. To be classified as regular full time, an employee must have an established work week of at least 30 hours per week and be paid on an annual salary basis.**

Based on business reasons such as the necessity to provide staffing for breakfast and evening programs without incurring significant overtime expenditures or compensatory time obligations, managers and directors may establish a consistent weekly flex-time or alternative work schedule for specific positions. Employees may request that their department manager approve a flex-time schedule for other reasons as well, including but not limited to, child care arrangements or class schedules. Such requests will be evaluated based on the employee's duties and the need to provide appropriate staffing in the departments during the Bar's "core hours", i.e., 10:00 am to 3:00 pm. Approval of any alternative work schedule must be made in consultation with the human resources.

If an employee is going to be late or absent, it is that employee's responsibility to contact his or her supervisor, if available, or the receptionist before the beginning of the work day (or as soon as possible if this is not feasible) to inform the supervisor of the reasons for the lateness or absence. Messages may be left on the supervisor's voice mail. In the event the direct supervisor is away from the office on vacation or travel, the next higher level supervisor or department manager should be notified. Employees who initially call in to say they will be late must call back to the supervisor or other manager if they find they will not be coming in at all that day. Shortages of 15 minutes or more may require notation on the time sheet as annual or medical leave. Employees are expected to schedule vacation and other personal leave after taking into account the work demands of their cost center.

## **2. Work Products**

Any work developed by a regular - or part-time Bar employee within the scope of his or her Bar employment is considered a "work-for-hire" and is owned by the District of Columbia Bar. For written work products, the copyright on such works will be owned by the Bar.

## **3. Confidentiality**

In order for us to serve our members, we become privy to much information that is confidential. By Bar policy, matters such as membership information, personnel information including salaries, financial information and methodology, trade secrets, computer capability, program or project development, insurance policy limits as well as information deemed to be confidential by Bar rules or the law demand strict confidence. If you have any doubts about the confidentiality of information, the safest course is to assume the material is confidential. Any questions regarding confidentiality should be discussed with the department manager.

**No confidential information of any kind should be disclosed to anyone for any reason.** It is vital that our members know that they can rely upon our discretion, and that any disclosure will lead to serious consequences. Similarly, any confidential or proprietary information developed or maintained by the Bar must remain strictly confidential.

All employees must observe this policy scrupulously. Violations of this policy will subject an employee to discipline, including discharge. Upon termination of employment, all confidential or proprietary information must be returned to the Bar immediately.

Additionally, no former employee may use any confidential information learned while at the Bar for any purposes whatsoever, including, but not limited to, his or her own financial gain.

### **C. Categories of Employment**

The following are categories of employment at the D.C. Bar:

1. Regular full-time employees work a set schedule of 30 or more hours per week and receive all Bar benefits.
2. Regular part-time employees work a set schedule of at least 21 hours per week, are paid on an annualized salary basis and earn pro-rated annual and medical leave. They do not receive any other benefits, unless mandated by law.
3. Part-time employees work less than 21 hours per week and may even have an "on call" status. They earn only those benefits mandated by law.
4. Temporary and seasonal employees are hired for special projects or for specific time periods and may work either full or part-time. They earn only those benefits mandated by law.
5. Independent Contractors may be retained to perform specific work under a written contract.

### **D. Productive Work Environment**

#### **1. Working Atmosphere**

The Bar seeks to maintain a congenial and pleasant work environment so that work can be carried on efficiently. To this end, rude and derogatory comments about individual staff members, either made to them directly or expressed about them to other employees, will not be tolerated.

Bar staff are expected to dress and conduct themselves in an appropriate manner at all times. Proper attire may differ for staff depending on their duties and degree of personal contact with members and the public. Department managers are responsible for informing their staff of their expectations for proper dress. It is the custom of the Bar to observe "casual day" on Fridays. Staff who will not be involved in meetings with members may wear casual clothes on Fridays.

#### **2. Alcohol, Drugs and Controlled Substances**

**The Bar has an obligation to its employees, members and the public at large to take reasonable steps to assure safety in the workplace. To this end, the Bar reaffirms its policy that the use, sale, purchase, transfer, possession, or being under the influence of any drug (except over-the-counter drugs or medication prescribed for the user by a licensed medical practitioner) by any employee while on Bar premises or while performing Bar business is strictly prohibited. Being under the influence of alcohol by any employee while on Bar premises or while performing Bar business is also strictly prohibited. Any employee working with, or reporting to work with, impaired abilities, either on Bar premises or while performing Bar business, as a result of the use of alcohol or illegal drugs will be subject to disciplinary action.**

**Any violation of this policy will be grounds for termination. However, in some circumstances and in the sole discretion of the Bar, a lesser penalty may be imposed.**

**Any employee who is taking an over-the-counter drug or medication prescribed for the user by a licensed medical practitioner that may adversely affect his or her ability to perform work in a safe or productive manner is required to report such use of medication to human resources. This includes drugs that are known or advertised as possibly affecting judgment, coordination or other senses, including those that may cause drowsiness or dizziness. The Bar will then determine whether any work restrictions will be necessary in light of this medication.**

### **3. Smoking and Music**

**Common areas are defined as the reception areas, conference and meeting rooms, the employees' lounge and kitchen areas, the computer room and all hallways.**

**Shared work spaces are areas which permanently open out into common space (i.e. the cubbies).**

**Out of concern for the health of its employees and visitors and in an effort to contribute to protecting the environment, the District of Columbia Bar offices have been designated as a smoke-free work environment. Smoking is not permitted in any area leased by the D.C. Bar. This includes all offices, meeting and conference rooms, lobby or reception areas, hallways, employee lounge and kitchen areas. Smoking in the rest rooms is prohibited by D.C. Statute. The office building housing the Bar's offices and meeting rooms is a smoke-free building.**

**There is to be no playing of music in common areas unless individual employees wear headsets. Staff members with private offices may play music at a low volume. In shared work spaces, all affected parties must agree that playing music at a low volume without a headset is permissible.**

**In cases where the above policies are being abused, employees may bring such incidents to the attention of the responsible employee, his or her supervisor or the manager of human resources.**

#### **4. Children in the Workplace**

**While Bar policy is to prohibit the bringing of children into the workplace on a routine basis, we recognize that it is necessary at times for children to accompany staff to work. The following guidelines apply in these situations.**

**In cases of emergency such as the unavailability of child care and school closings, children may be brought to the Bar. They should remain in the work area of the parent/guardian or in the area designated by the Bar and must be supervised by the parent/guardian. Every effort must be made to avoid disturbing other employees and distracting them from their work.**

**To protect the health of the Bar staff, children with contagious illnesses may not be brought to the Bar. The common cold, while contagious, is the one exception to this policy.**

#### **E. Recruitment**

**Job openings are advertised in local newspapers and at many local institutions and organizations. They are also posted on the bulletin board in the employees' lounge. To increase the pool of candidates, employment agencies may also be used. Hiring decisions are based on merit with preference given to current regular Bar employees with at least one year tenure where, in the Bar's judgment, an internal candidate has equal qualifications to perform the job. New employees still in their initial employment period of three months will not normally be considered for Bar vacancies.**

**The Bar is an equal opportunity employer. The Bar will make reasonable accommodation not constituting an undue hardship for the Bar, for a disabled employee who requests modifications to enable him or her to perform a job he/she is qualified to perform. Examples of such accommodation include, but are not limited to, making existing facilities accessible to the disabled, modification of work schedule or modification of equipment.**

**To avoid conflicts of interest and the appearance of favoritism, it is the Bar's policy to prohibit the hiring of relatives of current Bar staff. For purposes of definition, "relative" here refers to parents, children, grandchildren, spouse or domestic partner, in-laws, and siblings. For the same reasons, relatives may not be under each other's direct supervision. If two Bar employees marry or establish a domestic partnership as defined by Bar policy, one member of the affected couple must notify the human resource manager within three (3) business days. In addition, the couple must determine within 30 days of the date of the marriage or the establishment of the domestic partnership which employee will leave the Bar's employ. The termination of the named individual must take place within 90 days from the date of the marriage or the domestic partnership. Should the affected couple not make the decision voluntarily, the Bar will determine which employee will be asked to resign, taking into account such factors as length of tenure, grade level and relative impact on the Bar. In no case shall both individuals remain employed with the Bar past 120 days from the date of the marriage or establishment of the domestic partnership.**

#### **F. New Employees**

The first 90 days a newly hired employee is on the job is considered the New Employee Review Period. While annual leave is accrued during this period, new employees normally are discouraged from taking leave. If the new employee's performance during or at the end of this period is judged to be unsatisfactory by the employee's supervisor and the supervisor has consulted with the appropriate Assistant Executive Director (AED) and the Executive Director, the new employee's employment with the Bar will be terminated. Termination of new employees for reasons other than performance will be guided by Section I.5 below (Disciplinary Action).

#### **G. Resignation**

All resignations should be submitted in writing to the employee's immediate supervisor and should include the effective date of resignation. The Bar requests that employees who are resigning provide as much notice as possible. A minimum of two weeks is normally considered appropriate. For managerial and professional positions, a four week notice is considered appropriate.

#### **H. Disciplinary Action**

All employment with the D.C. Bar is "at will," which means that either the employee or the Bar can terminate the employment relationship at any time, with or without prior notice, and for any reason not prohibited by statute or public policy. All employment is continued on that basis regardless of the employee's status, position, or length of service. This "at will" relationship may only be changed in the event that (a) a written employment agreement exists, and (b) that agreement is signed by the Executive Director, except in the case of the Executive Director, whose agreement must be signed by the President of the Bar. Without changing that legal right in any way, the Bar does attempt to utilize progressive discipline in many circumstances. Exceptions or deviations from this procedure may occur whenever the Bar determines that termination is appropriate without prior oral or written warning.

The Bar will treat all information relating to a disciplinary action as privileged and private. Supervisors will keep such information in utmost confidence and will discuss it only with those who have a need to know.

Whenever possible, progressive discipline is taken in the following sequence:

1. **Supervisor to Employee Counseling**. This is the first step for any decline in previously acceptable work performance that could result in disciplinary action. This is commonly referred to as an "oral warning". The supervisor should document in his or her file the date and the nature of the warning.
2. **Written Reprimand**. Each written reprimand will state the employee's acts or omissions and their impact on work performance that form the basis of the action. A copy will be given to the employee. A copy of a written reprimand may be placed in the employee's personnel file.

**3. Probation.** An employee may be placed on probation not to exceed 90 days, (30 days may be appropriate in some situations) during which his or her work performance will be closely monitored.

**4. Suspension.** An employee may be suspended without pay only in full-day or full-week increments.

**5. Termination**

Employees terminated other than for cause who have completed their New Employee Review Period may receive two weeks of severance pay if they have been with the Bar less than five years. Employees with more than five years of service may receive four weeks of severance pay if terminated other than for cause.

The following paragraphs set forth the guidelines applicable to the discharge of employees for cause, and contain several examples of unacceptable conduct. These paragraphs are meant to be illustrative only and do not express all of the reasons that may justify discharge or discipline.

All Bar employees are expected to provide excellent and reliable service to the Bar and our members. Any failure to meet these high standards is ground for concern, discipline, or discharge.

**a. Actions That Result In Immediate Discharge**

There are certain kinds of actions that cannot be permitted because of their negative impact on other employees, the Bar or its members. Such offenses warrant discharge on the first occurrence. Examples of such offenses include, but are not limited to:

- (1) Fighting, possession of a weapon, physical abuse, sexual harassment or threats toward another Bar employee, member, or the public on Bar premises or while on Bar business;**
- (2) Theft, of any sort or degree, while on Bar premises or on Bar business;**
- (3) Falsification of any work, personnel or other Bar records, including application for employment;**
- (4) Unauthorized taking of Bar funds or property or unauthorized charges against the Bar's account;**
- (5) Dishonesty or discourtesy to a fellow employee, members or the general public**
- (6) The unauthorized practice of law, or the use of the Bar's name or reputation in any fraudulent scheme;**

- (7) **Gross insubordination;**
- (8) **Gross negligence or reckless conduct;**
- (9) **Revealing confidential information of any kind.**

**b. Actions That Normally Result In Warning Prior to Discharge**

**There are certain actions that should not occur, but normally it is the recurrence of the action, rather than the first offense, that results in discharge. For such actions, an employee normally will receive a written or verbal warning prior to discharge. Examples of such offenses include, but are not limited to:**

- (1) **Inefficient performance of assigned duties and responsibilities;**
- (2) **Unsatisfactory performance of assigned duties;**
- (3) **Excessive absenteeism and/or tardiness (whether excused or unexcused);**
- (4) **Failure to comply with safety and security rules and procedures;**
- (5) **Carelessness or negligence in the performance of assigned duties or in the care and use of Bar property;**
- (6) **Insubordination.**
- (7) **The use of any licensed software and/or copyrighted material without obtaining a license or permission of the copyright holder.**

**I. Personnel Folders**

**No one other than the Executive Director, appropriate AED, immediate supervisor, custodian of the personnel records and the named employee shall have access to an employee's personnel folder.**

**Upon written request to the Executive Director, an employee may review all written entries in his/her personnel folder except documents relating to another employee, references, and documents relating to pending or expected litigation. The employee must review the file in the presence of the manager of human resources. Records made by a management or supervisory official and kept in his/her sole possession shall not be considered part of an employee's personnel folder as long as those records are not accessible to or shared with anyone else.**

**Upon the written request of an employee and with the approval of the Executive Director, any written disciplinary entry contained in an employee's personnel folder may be**

destroyed one year after the date of entry.

## **J. Conflict of Interest**

### **1. Outside Activities**

#### **a. Staff Consultancies**

**The Bar is supportive of regular employees participating in paid consultant work as a means of professional development for the employee. Approval of the Executive Director is required before any staff member may accept a position as a consultant. The immediate supervisor must be informed of any consultancy. The following guidelines are to be used:**

- (1) Consultancies should arise out of the employee's personal interest, expertise or experience and not simply due to the employee's association with the Bar.**
- (2) Consultancies should not involve activities that could reasonably be expected to fall within the realm of Bar activities unless the Executive Director determines that the activity is something the Bar will not pursue.**
- (3) Consultancies will be approved only if they will not interfere with the employee's Bar duties.**
- (4) Bar staff would be limited to no more than 20 working days per year for consultancies. Annual leave, LWOP or compensatory time may be used for this purpose.**

#### **b. Outside Employment**

**The Bar does not limit an employee's outside employment activities during non-Bar hours unless those activities interfere with or are in conflict with the performance of his/her duties at the Bar, create a conflict of interest situation, or would be a source of embarrassment for the Bar. The immediate supervisor must be notified of any outside employment.**

**Any outside employment or consultancy with a vendor normally used by the Bar will be monitored carefully to avoid any conflict of interest or the appearance of a conflict. For example, the immediate supervisor must take steps to ensure that preferential treatment is not given to that vendor by the Bar employee working or consulting for that vendor. Such steps might include competitive bidding processes, including RFPs prepared and reviewed by for the vendor.**

#### **c. Volunteer work**

Generally, volunteer work is encouraged. Employees should, however, avoid volunteer work which would negatively affect the performance of the employee's job at the Bar, create a conflict of interest, or prove an embarrassment for the Bar.

**d. Professional Association Activities**

The Bar recognizes that active participation in relevant professional associations is an essential part of a staff member's professional development. Such activities not only contribute to the staff member's growth and development, they also enhance the organization.

Staff members who wish to seek election as an officer or to volunteer to serve on committees, review boards, etc. of professional organizations such as NABE, and others should notify the appropriate AED (or the Executive Director for those directly supervised by the ED) of the activity. They must provide an estimate of the time involved, any support services required from the Bar and any potential expenses (photocopying, telephone charges, etc.). The AED will forward the request to the Executive Director with a recommendation for action.

**2. Gifts from vendors**

Individual Bar employees are prohibited from accepting gifts from current or prospective vendors valued at over \$15. All gifts must be reported to the appropriate AED or the Executive Director. Small items (trade show giveaways) such as key chains, notepads, etc., may be retained by the employee for personal use. It is recognized that some vendors such as caterers or printers might provide "samples" of their goods to give Bar staff a better idea of their product. This practice is considered acceptable. "Gifts" of food items are considered to be gifts to the entire Bar staff or department and not just to one person.

**3. Personal Relationships with Vendors**

Any personal relationship between a Bar employee and a vendor used by the Bar should be reported to the department manager and the manager of human resources. As in paragraph 2 above, extra care must be taken to avoid any appearance of a conflict of interest or preferential treatment for a vendor. Bidding processes must be competitive and closely monitored by the department manager.

**K. Flexplace Policy**

It may be in the interest of the Bar's productivity and efficiency to allow staff to work at home. The decision to allow an employee to work at home is dependent on the nature of the work itself and must be approved by the cost center manager subject to consultation with the Executive Director or appropriate AED. The option of working at home is not

appropriate for administrative staff whose job responsibilities require them to be accessible to other staff, members or the general public on a continual basis.

#### **L. Professional Development**

The Bar has limited funds available to provide education and training programs as professional development opportunities for its staff. These funds are allocated to improve employees' skills and enhance his/her ability to perform his or her job at the Bar. For this reason, Bar management reserves the right to schedule, recommend, or approve developmental opportunities.

Distinction should be made between training and education. "Training" is defined primarily as courses or seminars, credit or noncredit, to provide the employee with the basic skills needed to perform his or her specific job duties. The goals of educational programs that would qualify for Bar funding are more long-term as these are activities which enhance an employee's skills and promote his or her professional growth for subsequent contribution to his or her job and to the Bar. Educational assistance may be used for course work for which credit is earned toward a degree or a certificate at an accredited postsecondary institution. Funds expended for professional development may have to be repaid if the employee terminates his or her employment with the Bar within one year of the expenditure.

It is rare that funds for educational programs would be made available to a new employee during his/her New Employee Review Period although the final decision will be made by the department manager. Training funds may also be authorized by the department manager. After one year of service, staff are eligible to participate in Career Development programs conducted by the Bar's human resource manager. After six months of employment, supervisors may request that an employee be allowed to participate in a program.

Regular staff who have been at the Bar at least three years may also participate in an "internship" of up to a week in duration in an area that directly relates to their duties at the Bar at full salary and benefits. This internship may be completed during the employee's regular Bar hours through the use of accrued annual leave. No more than two internships within a five-year period will be approved for any staff member. Examples of appropriate internships might be working in a hotel's convention services department, studying the pro bono program of another Bar, or working in the marketing department of a noncompeting association. Internships must be approved by the Executive Director.

## **II. GRIEVANCE PROCEDURE**

When an employee or a group of employees believes that any action that relates to the terms and conditions of their employment taken by the Bar or one of the Bar's supervisors is unjust; adversely affects staff morale, productivity, or performance; and/or is discriminatory, the employee(s) may present a grievance. The human resources manager (HRM) is available to serve as an advisor and/or impartial mediator, if desired, at any step in the grievance process. The procedures for presenting a grievance are as follows:

a) The grievance must be made in writing and presented to the employee's immediate supervisor as soon as possible after the incident or action occurs or after the time the

employee(s) is informed of the incident or action. After receiving the grievance, the supervisor shall discuss the grievance with the employee and attempt to reach a satisfactory resolution. At this meeting and any other meeting during the grievance procedure, the employee may be accompanied by another employee if he/she wishes as long as that employee is available within a reasonable period of time.

b) If the employee and the supervisor are unable to resolve the grievance, the employee may appeal to the appropriate Assistant Executive Director (AED) (or Executive Director) after the meeting with the supervisor. The employee must provide the AED or Executive Director with a copy of the written grievance. The appropriate AED or Executive Director will meet with the employee or employees involved in order to hear the grievance and will attempt to resolve it in a manner acceptable to both sides.

c) The employee may further appeal to the Executive Director after meeting with the appropriate AED. The Executive Director will meet with the employee or employees involved in order to hear the grievance and will then reach a decision on what action, if any, will be taken.

d) If an employee has a grievance involving an AED, the employee is encouraged to request a confidential meeting with the HRM to plan an approach to resolving the issue. The HRM has the authority both to make recommendations and to bring the issue to the attention of the Executive Director.

e) If an employee has a grievance which ordinarily would be heard by the Executive Director, but the employee is reluctant to do so, he or she is encouraged to contact the Bar's HRM about the appropriateness of contacting the Bar's general counsel. The HRM will interview the employee to determine the nature of the problem and to advise the employee whether or not it is an appropriate matter for consideration by the general counsel. All communications between the employee and the HRM will be kept in the strictest confidence.

f) If an employee has a grievance against the Executive Director, he or she may seek the advice of the HRM and/or contact the general counsel directly. A final decision issued under paragraph c above is not an appropriate subject for a grievance under this paragraph.

### **III. SALARY ADMINISTRATION POLICIES**

#### **A. Pay Periods**

The D.C. Bar pays on a bi-weekly basis. Paychecks are given to employees on alternate Fridays. There are, therefore, 26 pay periods annually.

If a scheduled payday is a holiday, paychecks will be distributed on the immediately preceding work day.

#### **B. Salary Reviews**

Subsequent to the performance evaluation (described later in Part IV) and prior to July 1 of each year, the salary of each regular full- and part-time employee will be reviewed by his/her supervisor and higher levels of management as noted below. Salaries of other part-time employees will be reviewed when deemed appropriate by their immediate supervisor.

At least once a year, each regular full- and part-time employee's salary will be reviewed by the manager of human resources in relation to the salary and background of other employees in his or her grade. If internal inequities exist, a salary adjustment can be recommended.

An employee's salary may be increased in any or all of the following ways:

1. Across-the-Board Increase

The Executive Director may recommend an across the board increase for all regular full- and part-time employees if economic conditions warrant. If approved by the Board of Governors, this percentage increase would go into effect July 1, would be applied to base salaries as of June 30 and would be granted to all regular employees with at least one full year of service with the Bar. Employees with less than one full year will be given a prorated increase.

2. Merit Increase

Each year, if funds are available, each supervisor may recommend to the Executive Director merit increases for those regular full- and part-time employees in his/her unit whose performance the supervisor believes warrants an increase. Recommendations by the supervisor will be based upon the merit pool, the employee's performance evaluation and other guidelines established by the Bar. The level of funding for the merit pool is dependent upon the availability of funding and general economic conditions. All final decisions on merit increases, if any, will be made by the Executive Director. It is anticipated that merit increases, if granted, will take effect at the beginning of the fiscal year on July 1. Funds for merit increases, as is the case for all budgeted items, are subject to approval by the Board of Governors. Employees with less than one full year of service will be given a prorated increase.

3. Promotions and Salary Adjustments

An employee's salary may also be increased when s/he is promoted to a new position, for internal equity, or as a condition of hire if the New Employee Review Period is successfully completed. Promotions are handled on a case-by-case basis and may occur at any time during the year. Salary adjustments are usually made in effective July 1 with the beginning of a new fiscal year.

C. Overtime/Compensatory Time

All "non-exempt" employees (as determined by federal law) are paid time and one-half for all hours worked in excess of 40 hours during a work week which is counted from Saturday to the following Friday. Since the Bar work week is 35 hours, a "non-exempt" employee will be paid straight time for the first five hours of overtime and time-and-one-half for all hours worked above 40 during that week. Professional and supervisory employees are generally exempt from overtime pay. To determine whether one is eligible for overtime, an employee should consult his/her supervisor. Overtime work must be approved in advance by the employee's department manager.

Exempt employees in certain cases are eligible to receive compensatory time for extra hours worked over 35 hours per week. Only in unusual circumstances will employees be given compensatory time for routine work performed after regular hours. Other circumstances in which it may be appropriate to approve compensatory time is an event occurring infrequently such as the Winter Convention or Annual Meeting which necessitates additional staff time for a specific period, travel time to attend a conference, and attendance at after hours meetings and seminars. Department managers must provide advance approval for the earning and usage of compensatory time. Compensatory time normally must be used within the quarter of the fiscal year in which it is earned.

#### **IV. PERFORMANCE EVALUATIONS**

Toward the end of each fiscal year, the performance of each employee will be evaluated by his/her supervisor following the Bar's Annual Employee Performance Evaluation policies and procedures. The performance evaluation is an opportunity for the supervisor to discuss performance, noting both the employee's strengths and the areas in which improvement is needed, and to identify goals and objectives for the coming year. It is also an opportunity for the employee to discuss job concerns and development goals. This evaluation will become part of the employee's regular personnel file and will be one factor, among others, in determining merit salary increases, promotions, terminations, and similar personnel actions.

The formal evaluation procedure is as follows:

- a) The manager of human resources will update and modify as necessary the performance appraisal forms. The forms will be placed on the computer network for ready access to all supervisors.**
- b) The supervisor will complete evaluation forms for all of his/her employees. The Employee may complete the voluntary Employee Comments portion at the same time.**
- c) The evaluation form is sent to the second level supervisor for review. If the second level supervisor believes the form should be revised, he/she will discuss this with the first level supervisor and recommend appropriate revisions. The evaluation forms are referred to the appropriate AED or the Executive Director if they are not the second level supervisor. Each AED will refer all forms to the Executive Director so that the Director sees all evaluations before they are seen by the employee.**
- d) The supervisor and employee will exchange evaluation instruments and schedule a meeting to discuss the employee's evaluation. The employee may add additional comments to the supervisor's evaluation form at this time.**
- e) Copies of the final signed evaluation forms will be given to the employee and to the manager of human resources for inclusion in the employee's personnel file.**

**Mid-year ("interim") performance evaluations are conducted in December and January as a "status check" to provide feedback to employees on their performance. Mid-year performance evaluations do not affect salary but may indicate areas for improvement needed before the annual performance evaluation.**

**The performance of new employees is normally evaluated at the end of the three-month New Employee Review Period. Acceptable performance may result in a salary increase if this was stated as a condition of hire or if the work performance is exceptionally good. . Unacceptable performance is grounds for termination.**

## **V. EMPLOYEE BENEFITS**

The following benefits are currently provided by the Bar to all regular full-time employees. Benefits are not applicable to part-time employees unless specifically noted.

The Bar specifically reserves the right to alter, amend or eliminate benefits at any time based on its financial situation and general economic conditions. No advance notice to employees is required. The succeeding paragraphs are provided merely by way of information and should not be understood as a promise or guarantee of any specific benefits or benefit level.

### **A. Health and Dental Insurance**

The D.C. Bar has contracted with an insurance carrier to provide health insurance coverage to Bar employees, their spouses or domestic partners, and dependents. Currently, the cost of individual coverage in this plan is fully paid by the Bar. Employees pay a certain percentage of the premium for spouse or domestic partner and dependent coverage.

The Bar also provides dental insurance coverage which covers most types of preventive dental expenses and a pro-rata share of other covered expenses.

Booklets summarizing the benefits of the health and dental insurance programs are provided by the manager of human resources. If there are any inconsistencies between the language of this handbook and the booklets provided by the insurance companies, the provisions of the booklets will be controlling.

The Bar will continue to pay the insurance premiums for employees who are on annual leave, medical leave, parental leave, FMLA leave, and short-term disability. Employees on military service leave may continue their Bar insurance at their own expense.

Whenever the Bar decides to review its health insurance with a view towards possibly changing insurance carriers, an opportunity may be provided for employee review and comment on the different health insurance policies offered by carriers under consideration.

### **B. Life Insurance**

The Bar contracts with an insurance company, subject to the underwriting practices of the company, to provide life insurance equal to three times an employee's salary, not to exceed a maximum of \$400,000. This benefit is fully paid by the Bar.

The insurance company may require proof of good health before approving insurance above a certain dollar amount and/or a certain age.

### **C. Short-Term and Long-Term Disability Policy**

#### **1. Short-Term Coverage**

In the event that an employee who has been employed at the Bar for at least one year exhausts his/her medical leave, and the employee becomes totally disabled, either physically or mentally, as a result of an accidental injury or sickness or as a result of

pregnancy, childbirth or related medical condition for five continuous working days which are not compensated by medical leave due to the exhaustion of the employee's medical leave, the employee may be placed on short-term disability leave from the sixth day of continuous illness or disability after medical leave has been exhausted until the last day of 90 days of continuous illness or disability. Employees will be compensated at the rate of 60% of their normal salary while on short-term disability leave. Short-term disability leave does not accumulate if not taken when available. An employee does not accrue medical leave or annual leave while on short-term disability leave.

The employee must be under the care of a duly qualified and licensed physician. It is intended that the standards for triggering short-term disability coverage be the same as those which trigger the long-term disability income insurance carried by the D.C. Bar.

## **2. Long-Term Coverage**

The Bar also provides long-term disability insurance through an insurance carrier. This coverage begins when the employee completes 90 days in a disabled condition. Insurance benefits of 60% of salary up to \$10,000 per month are payable after total disability. Partial disability payments are reduced by 50% of earned income. A booklet which describes this insurance is provided to each employee. If there are any inconsistencies between the language of this Handbook and the booklet provided by the insurance company, the provisions of the booklet will be controlling.

### **D. Employee Assistance Program (EAP)**

The Bar offers an employee assistance program which provides telephone consultation and limited number of free face-to-face sessions for counseling on legal, financial, relationship and other issues which might negatively impact work performance. The cost of this program is covered by the Bar.

### **E. Holidays**

The following paid holidays are provided to regular full-time and to regular part-time employees if the holiday falls on one of the employee's regularly scheduled work days:

New Year's Day	Columbus Day
Martin Luther King's Birthday	Veterans Day
Presidents' Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day
Labor Day	

**Note:** Inauguration Day is observed in appropriate years

Prior to the beginning of each calendar year a memorandum will be circulated listing the dates on which these holidays will be celebrated. An effort will be made to reasonably accommodate an employee's observance of his or her religious holidays. If the individual does not have sufficient annual leave available, leave without pay may be approved.

## **F. Leave Policies**

### **1. Annual Leave**

**Paid annual leave is accrued by regular full-time employees who work a 35 hour week at the rate of four hours per bi-weekly pay period for the first three years of regular full-time employment (almost three weeks per year). After three years, the accrual rate changes to six hours per pay period (about 4 1/2 weeks per year). Regular full-time employees hired after April 1, 1998 who work less than a 35 hour week and all regular part-time employees working a set schedule of at least 21 hours per week will earn pro-rated leave.**

**The maximum amount of annual leave that can be carried forward beyond September 30 of each year is 420 hours. An employee who resigns or who is terminated will be paid for any annual leave accrued but not used up to a maximum of 420 hours.**

**Annual leave may be used for scheduled vacations, taking care of personal business and attending school functions and teacher conferences. All requests for annual leave must be approved in advance by the employee's supervisor. Forms for this purpose may be obtained from the manager of human resources. Employees are expected to schedule annual leave to avoid conflicts with known work demands. Rehires returning within one year will be credited for their past service for annual leave accrual purposes. Employees are not permitted to take annual leave in excess of the amount accrued.**

### **2. Medical Leave**

**Paid medical leave is accrued by regular full-time employees who work a 35 hour week at the rate of four hours per bi-weekly pay period. Regular full-time employees hired after April 1, 1998 who work less than a 35 hour week and all regular part-time employees working a set schedule of at least 21 hours per week will earn pro-rated leave. There is no maximum on the amount of medical leave that may be accrued by an employee. Medical leave may be used only under the following circumstances:**

#### **a. Personal Medical Leave**

**When sickness, pregnancy or injury prevents the normal performance of duty. A doctor's certificate as proof of illness may be required to verify any claim for medical leave. The maximum amount of leave that can be charged to medical leave for normal childbirth without complications is three weeks. The maximum amount of medical leave allowable for a Cesarean delivery without complications is six weeks. Leave in excess of these guidelines must be charged either to annual leave or parental leave unless eligibility is verified by a doctor's certificate.**

#### **b. Doctor's Appointments**

**Medical leave may be used for the time required for the actual medical, dental or vision evaluation or treatment and any necessary travel time. Any additional time taken off before or after an appointment must be charged to Annual Leave.**

**c. Spouse/Domestic Partner and/or Dependents**

When the employee needs to attend to a sick or injured spouse/domestic partner or dependent or accompany the spouse/domestic partner or dependent for medical examination or treatment and alternate arrangements are not feasible.

All employees will receive, upon the termination of their employment with the Bar, a sum of money equal to 25% of the remainder of the number of accumulated medical hours less 210 hours, compensated at their rate of pay when their employment terminates. Also, an employee may redeem any number of accumulated medical leave hours greater than 420 in June of each year. Each hour of medical leave would be redeemed for a sum of money equal of 25% of the employee's current rate of pay.

Employees will not be permitted to transfer medical leave to annual leave or use medical leave as annual leave at any time.

The Executive Director has the authority to permit an employee to borrow up to 70 hours of medical leave per event.

**3. Application of Annual and Medical leave to Part-Time Employees**

Regular part-time employees who work 21 or more hours per week will earn proportional annual and medical leave. Temporary and seasonal employees, "on call" part-time employees and regular part-time employees who work less than 20 hours per week will not earn annual or medical leave.

**4. Parental Leave**

a) Paid parental leave is available to those who have become parents of newborn or adopted children and may be taken within nine months from the beginning of the parental relationship for the purpose of allowing parents some flexibility in adjusting their schedules to care for a new child. Following the birth or adoption of a child, an employee may use accrued medical leave (see section dealing with use of medical leave for normal and Cesarean deliveries) before using their parental leave benefit. Any additional time taken may be charged to annual leave or taken as unpaid leave under the D.C. Family and Medical Leave Act (see FMLA leave section).

b) An employee taking parental leave must have the approval of his or her supervisor for the specific days or hours used.

c) Each regular full-time employee who has been employed by the District of Columbia Bar at least 18 months is entitled to 70 hours of paid parental leave; those employed at least two years are entitled to 105 hours of paid leave; those employed at least three years are entitled to 140 hours of paid parental leave.

d) Once parental leave is used for the birth or adoption of a child, any subsequent births or adoptions within the next 18 months would entitle an

eligible employee to reduced benefits of 70 hours of parental leave. After 18 additional months of service, the entitlement returns to full benefits, based on the employee's length of service.

e) In addition, annual leave may be used as well as medical leave and disability leave, where applicable.

f) Medical leave and annual leave continue to accrue during paid parental leave.

g) Job rights upon return to work after parental leave are governed by Section 7 below.

## **5. Family and Medical Leave**

Both the District of Columbia and the federal government have enacted family and medical leave legislation. The District's act is broader and where it provides more benefits, it takes precedence over the Federal Family and Medical Leave Act (FMLA). Under the District's Family and Medical Leave regulations, employees who have worked for the Bar for at least a year and a minimum of 1,000 hours during the twelve-month period immediately preceding the request for family and medical leave are entitled to up to 16 work weeks unpaid leave during any 24-month period for the following reasons:

\* birth or adoption of a child

\* serious health condition on the part of the employee

\* serious health condition on the part of an employee's family member (spouse, parent or someone who has acted in that capacity, or child). A family member is defined as a relative by blood, legal custody or marriage. The legislation specifies that in-laws as well as "spouse equivalents" are covered. The Bar's definition of domestic partner meets the definition for "spouse equivalent".

Leave to care for a newborn or for child placement may begin at any time within 12 months of the birth or adoption and must be taken consecutively. The 16 weeks of leave may be taken intermittently when medically necessary only for illness of the employee or family member.

Determination of each employee's eligibility for DCFMLA leave will be based on the "rolling year" method. The Bar will count backward for 12 months from the date the requested leave would commence to make sure the employee has worked the required number of hours for the Bar and that any previous DCFMLA leave has not reached the maximum allowed.

Employees will normally be required to use accrued paid medical and/or parental leave prior to beginning uninterrupted consecutive unpaid leave under FMLA. Requests for intermittent FMLA leave do not require prior exhaustion of all accrued paid leave. The total amount of paid leave taken will be deducted from the allowable 16 weeks.

Employees must notify the human resources manager as soon as possible of any situation which requires or may require family medical leave. For events that can be

anticipated in advance (i.e., childbirth), the proper forms requesting FMLA leave must be completed 30 days in advance.

The Bar will continue to pay medical insurance premiums for employees taking unpaid FMLA leave "for the duration of the leave at the level and under the same conditions as if the employee had continued in continuous employment and not taken leave." If the employee does not return to work at the end of the FMLA leave, the Bar can seek reimbursement for the premiums paid. The employee's seniority status is not effected by FMLA leave.

As required under the FMLA, the Bar will return the employee either to the position he/she held prior to taking FMLA leave or to an equivalent position with equivalent pay and benefits. "Key" employees -- those who are currently among the highest paid 10% of employees -- may be denied reinstatement to their previous positions if, in doing so, the Bar will experience substantial "economic injury."

Medical certification will be required when requesting leave for either the employee's illness or that of a family member and may be required during the leave period and upon return to work. The Bar reserves the right to require, at its expense, an independent medical examination.

Under District law, sixteen weeks of unpaid leave is allowed in any two-year period for each of the two categories (family and medical). If the allowable 32 weeks is used in the first year, employees may use the 12 weeks of leave available under the Federal FMLA in the second year.

Parents or anyone who has acted in that capacity are granted 24 hours of unpaid leave each year to attend school-related events for his or her child under the D.C. Parental Leave Act. The employee must notify the Bar at least 10 calendar days in advance if possible.

For complete information on the Federal Family and Medical Leave Act, effective August 5, 1993, see the manager of human resources.

## **6. Administrative Leave**

Paid administrative leave is provided for regular full-time and part-time employees under the following circumstances:

### **a. Funeral/Memorial Service Leave**

Up to three days of administrative leave will be allowed for a death in the employee's immediate family. The term "immediate family" is defined as spouse or domestic partner, children, grandchildren, parents, grandparents, and siblings.

One day of administrative leave will be allowed to attend the funeral or memorial service of a sibling's spouse, a spouse's parents, an aunt or an uncle.

### **b. Jury Duty**

Employees called for jury duty will be granted leave for the time necessary to serve. Employees will be paid their regular salary and may accept the compensation received for serving on jury duty.

c. Court Appearances

If an employee is summoned to appear in court as a witness, the Bar may authorize administrative leave at the discretion of the appropriate AED or the Executive Director.

d. Weather Conditions

If the Federal Government announces on a work day that due to inclement weather conditions, nonemergency federal employees may leave early, report late to work, or need not report to work that day, this will also apply to employees of the D.C. Bar. In addition, the Executive Director may determine that, due to inclement weather conditions, the office of the D.C. Bar will be closed for that day, will open late or close early. In the case of all day closings, employees will be granted administrative leave for time missed. In the case of late openings or early closings, only those employees who report to work will be granted administrative leave. All other employees will be required to take annual leave for the time missed.

e. Military Service

Regular full-time employees may be granted up to two weeks military leave with pay per calendar year. Pay, in this case, consists of the difference between an employee's regular earnings and the military compensation. Fringe benefits for regular full-time employees are not affected and will continue as if the employee was present at the Bar.

Regular full-time and part-time employees engaged, voluntarily or involuntarily, in military service for less than five years have certain reemployment rights. Regular full-time employees performing military duty have a right to continue their health insurance coverage for themselves and dependents up to 18 months at their expense. Military service is not considered a "break in service" for pension plans and the D.C. Bar will continue contributions to the plan while the employee is on military leave. Annual and medical leave are not accrued while on military leave. However, the time spent on military leave will count toward the time requirement for receiving 6 hours of leave (or appropriate pro-rated amount) per pay period after three years of employment.

f. Voting

Regular full-time and part-time employees may receive up to one hour of administrative leave for time taken to vote in a general election. A general election is defined as either a presidential, congressional or statewide (mayoral or council election in the District) election. "Special" elections and bond referenda do not qualify for administrative leave.

**7. Extended Leave Without Pay (LWOP)**

This section shall only apply to leave without pay for more than five days. Leave without pay for up to five days may be approved by the immediate supervisor. Extended leave without pay may be granted to employees who have worked for the Bar a minimum of 12 months. Employees must apply in writing to the Executive Director for such leave, indicating the reason(s) why the leave is necessary or desired. The Executive Director will consider such requests on a case-by-case basis. Employees on leave without pay for more than 50% of a pay period will not accrue annual or medical leave for that pay period. Employees on leave without pay for less than 50% of a pay period will accrue annual and medical leave at the normal rate.

**8. General Leave Provisions**

**a. Procedures**

It is the responsibility of each employee to make sure that s/he has accumulated sufficient annual or medical leave to cover approved leave. In the event an employee takes leave beyond that accumulated, the Payroll Specialist will deduct from annual leave any excess of medical leave taken beyond what has been accrued.

Employees should check his or her last pay stub or with the Payroll Specialist if not sure of his/her accumulated annual or medical leave.

**b. Job Rights After Extended Leave**

Before taking an extended leave (more than six weeks), which may include military service, medical, annual, parental, LWOP, and/or disability leave, an employee should discuss job options upon return with the manager of human resources.

When an employee returns from a leave of up to three months, the employee is guaranteed his or her original job.

When an employee returns from a leave of three to six months, reasonable efforts will be made to place the employee in a position comparable to the employee's original one. Employees returning from FMLA leave will return to the same position he/she held prior to taking FMLA leave or to an equivalent position with equivalent pay and benefits. Exceptions to this policy could be "key" employees returning from FMLA leave (see Section 5 under Employee Benefits above). Regular full or part-time employees on military service leave are entitled to reemployment for leave of 5 years or less.

c. Except in extraordinary circumstances, total leave granted will not exceed a total of six months, including any accumulated annual or medical leave, parental leave, leave without pay, FMLA leave, or short-term disability.

## **9. Voluntary Leave Transfer**

**This Voluntary Leave Transfer Program permits accrued annual leave of one employee to be transferred for use by a regular Bar employee who needs it because of a medical emergency.**

**For the purpose of this program, medical emergency means a medical condition of an employee or his or her dependent for whom the employee is the primary caregiver that is likely to require an employee's absence from duty for a prolonged period of time, resulting in a substantial loss of income to the employee because of the unavailability of paid leave. Employees in a transferred leave status will not accrue annual and medical leave. Please see the manager of human resources for additional details.**

## **G. Retirement Plans**

### **1. Money Purchase Plan - Employer Contributed**

**The D.C. Bar has established a retirement/pension plan which covers all employees who work 875 hours or more in any fiscal year (July 1 - June 30). The cost is fully paid by the Bar. The Bar contributes an amount equal to a fixed percentage of each employee's salary to the plan.**

**Employees' pension benefits are 100% vested after five years of service. See the AED, A&F for further information on these pension plans.**

**This plan is described in the Summary Plan Description. If you do not have a copy of the SPD, please contact the manager of human resources.**

### **2. Employee Contributed Plans**

**The D.C. Bar has established two employee contributed retirement plans. The first is a retirement plan formed under Section 457 of the Internal Revenue Code and is available to employees of the D.C. Bar and Board on Professional Responsibility.**

**The second is a retirement plan formed under Section 403(b) of the Internal Revenue Code. This plan was established solely for employees of the D.C. Bar Public Service Activities Corporation (D.C. Bar PSAC). See the AED, A&F for further information on these pension plans.**

**These plans are described in the Summary Plan Description. If you do not have a copy of the SPD, please contact the manager of human resources.**

#### **H. Social Security**

All employees are covered for Old Age and Survivor Insurance benefits under the Federal Social Security Program, which assures a monthly retirement income after age 65, reduced benefits at age 62, and certain death benefits. Benefits may also be available to employees under age 65 in case of long-term disability. Contributions at the rate established by law are automatically deducted from employees' paychecks and matched by the Bar.

#### **I. Unemployment Insurance**

Unemployment insurance payments supported by employer contributions are made to all eligible employees by the District of Columbia Government.

#### **J. Workers' Compensation**

An insurance policy provides workers' compensation payments for all employees for injuries occurring on the job. Any injury must be reported immediately to the manager of human resources.

#### **K. Section 125 Plan**

The Bar has established a Section 125 flexible spending plan for employees of the D.C. Bar, D.C. Bar PSAC and Board on Professional Responsibility. This plan allows employees to set aside pre-tax salary dollars to pay for certain authorized child care, non-reimbursed medical costs and health insurance premiums. See the Manager of Human Resources for details.

# **THE DISTRICT OF COLUMBIA BAR EMPLOYEE HANDBOOK**

Issued: May 25, 1995

Updated: September 23, 1997

Neither this Employee Handbook nor other related material is to be considered a binding contract in any way between the D.C. Bar and staff.