ALL EMPLOYEES ARE AT-WILL EMPLOYEES. THIS HANDBOOK DOES NOT CONSTITUTE A CONTRACT FOR EMPLOYMENT.
**Purpose of This Handbook**

Indiana Federal Community Defenders, Inc. (“IFCD”) has adopted this Personnel Policies and Procedures Handbook (“Handbook”) to inform you about IFCD’s employment practices, policies and procedures, as well as the benefits provided to you as a valued employee. This Handbook has been adopted and approved by the Board of Directors of IFCD (“Board”) and is administered by the Executive Director (“Executive Director”) of IFCD.

The policies and procedures in this Handbook are to be considered as guidelines. The Board, at its option, may change, delete, suspend or discontinue any part or parts of this Handbook for any reason at any time without prior notice. Any such action shall apply to existing as well as future employees with continued employment being the consideration between the employer and employee. Should any provision in this Handbook be found to be unenforceable and invalid, such finding does not invalidate the entire Handbook, but only the subject provision.

This Handbook is intended to assist employees in understanding our personnel policies. This Handbook, however, cannot anticipate every situation or answer every question about employment. If you have any questions not answered by this Handbook, you should ask the Executive Director.

This Handbook is not an employment contract, nor is it intended to create contractual obligations of any kind. The policies in this Handbook supplement and are subject to IFCD’s Grant and Conditions and any applicable policies of the Administrative Office of United States Courts (“AO”). Unless otherwise agreed upon in writing as set forth below your employment status with IFCD is that of an employee at-will.

All employees are required to read this Handbook and sign the Receipt and Acknowledgment form.
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VI.
I. EMPLOYMENT POLICIES AND PROCEDURES

1.1 Equal Employment Opportunity and Non-Discrimination

IFCD is committed to a policy of equal employment opportunity for all applicants and employees. IFCD shall treat all applicants and employees fairly, equally, and in compliance with all applicable federal, state and local employment discrimination laws. In this regard, all employment decisions will be made without regard to race, color, religion, gender, national origin, age, protected disability, veteran’s status, sexual orientation, or any other characteristic protected by law. In addition, IFCD will not tolerate any discriminatory employment practice or procedure by anyone, including co-workers, supervisors, managers, the Executive Director, members of the Board, clients and/or vendors. This policy applies to all employment practices and procedures including, but not limited to, recruiting, hiring, compensation, training, promotions, termination and all other terms and conditions of employment. Any employee who believes that they have witnessed or been subjected to discrimination has a duty to report the matter to IFCD in accordance with this policy.

Reporting Discriminatory Conduct

Any employee who believes that they have either witnessed or been subjected to discriminatory conduct shall immediately report the discriminatory conduct to the Administrative Assistant or the Executive Director. If these individuals are unavailable or somehow responsible for the conduct, the employee should report the matter directly to a member of the Board. Employees have a duty to report discriminatory conduct to IFCD in order to protect themselves, their colleagues and IFCD.

Any employee who believes they have either witnessed or been subjected to harassment should report the discriminatory conduct in accordance with IFCD’s Unlawful Harassment policy.

All reports of discriminatory conduct shall be investigated. To the extent feasible, the investigation will be conducted in a confidential manner in order to protect the rights of all parties involved. IFCD will not tolerate any retaliation against an employee who makes a good faith report of discrimination. If the investigation reveals that the report has merit, corrective action, including disciplinary action, will be taken to remedy the situation.

Disabled Employees

IFCD will not discriminate against individuals on the basis of their disabilities. IFCD will make all reasonable accommodations to the known physical or mental limitations of any otherwise qualified applicant or employee with disabilities and will comply with all provisions of the Americans with Disabilities Act. Any employee or applicant who wishes to discuss his or her needs regarding a disability should contact the Executive Director.
1.2 Unlawful Harassment

IFCD is committed to providing its employees with a work environment that is free from discrimination and harassment of any kind, including harassment based on an individual’s race, religion, color, sex, national origin, age, disability, sexual orientation, or any other characteristic protected by law. IFCD strictly prohibits, and will not tolerate in any fashion, harassment of any employee by another employee (regardless of position or authority). Similarly, IFCD will not tolerate harassment of its employees by any client, vendor or other third party.

Prohibited harassment occurs when an individual is subjected to verbal or physical conduct that defames or shows hostility toward the individual because of his or her race, color, religion, gender, national origin, age, protected disability, veteran’s status, sexual orientation, or any other characteristic protected by law, including the fact that such individual has made a complaint of discrimination or harassment, has participated in the investigation of any such complaint, or due to such individual’s association, friendship or relationship with any person protected by applicable law. Prohibited harassment also includes conduct that (i) creates or is intended to create an intimidating, hostile, or offensive working environment, (ii) interferes or is intended to interfere with the individual’s work environment or performance, or (iii) otherwise adversely affects the individual’s employment.

Examples of such harassment include, but are not limited to:

- Using or making reference to epithets, slurs, negative stereotyping, or threatening, intimidating or hostile acts, which relate to race, color, religion, gender, national origin, age, protected disability, veteran’s status, sexual orientation, or any other characteristic protected by law.

- Publication or circulation of any written or graphic material that defames or shows hostility or aversion toward an individual or group because of their race, color, religion, gender, national origin, age, protected disability, veteran’s status, sexual orientation, or any other characteristic protected by law.

This policy’s prohibition against harassment specifically includes, but is not limited to, sex-based and sexual harassment. Sexual harassment occurs when unwelcome conduct of a sexual nature becomes a condition of an employee’s continued employment or creates an intimidating, hostile, or offensive working environment.

Examples of sexual and sex-based harassment include, but are not limited to the following:

- Requests for sexual favors (whether explicitly or implicitly);

- Unwanted physical contact of any nature, including touching, rubbing, pinching, or brushing the body;
Verbal harassment, such as sexual innuendoes, suggestive comments, jokes of a sexual nature, sexual propositions, and threats;

Non-verbal conduct, such as display of sexually suggestive objects or pictures, leering, whistling, or obscene gestures; or

Acts of physical aggression, intimidation, hostility, threats, or unequal treatment based on sex (even if not sexual in nature).

Any employee who believes he or she has been harassed in any way in violation of this policy should report the conduct immediately to the Administrative Assistant or the Executive Director. If those individuals are unavailable or somehow responsible for the conduct, the employee should report the matter directly to a member of the Board.

All reports will be treated seriously and confidentially to the extent reasonably possible. IFCD will not take or allow anyone else to take any adverse action against an employee because he or she has reported, or participated in the investigation of, legitimate concerns of possible discrimination or harassment. IFCD will immediately conduct a thorough and impartial investigation of all complaints received and such investigations will be conducted in a timely and confidential manner. Upon the conclusion of its investigation, IFCD will advise the complaining employee of its findings as well as any steps taken to prevent future violations.

Any employee suspected of engaging in harassing or retaliatory conduct of any nature in violation of this policy after reasonable investigation will be subject to disciplinary action, up to and including immediate termination.

1.3 Employment Classifications

At the time you are hired, you are classified as either full-time or part-time and are also told whether you qualify for overtime pay. If you are unsure of which job classification your position fits into, please ask the Executive Director. Unless otherwise specified, the benefits described in this Handbook apply only to regular employees who work full-time. All other policies described in this Handbook and communicated by IFCD apply to all employees.

**Full-Time Employee**

An employee who regularly works a minimum of forty (40) hours per week is considered a full-time employee. All other employees are part-time employees.

**Regular Employees**

A regular employee is one who does not have a fixed separation date at the time employment begins. All other employees are temporary employees.
“Non-Exempt” and “Exempt” Employees

At the time you are hired, you are classified as either an “exempt” or “non-exempt” employee. This is necessary because, by law, employees in certain types of jobs are entitled to overtime pay for hours worked in excess of forty hours (40) per work week. These employees are referred to as “non-exempt” in this Handbook. This means that they are not exempt from (and therefore should receive) overtime pay.

1.4 Disciplinary Actions

Because of its responsibility to its clients and the complexity of the work, effective operation of IFCD demands a high level of skill, motivation and commitment from its employees. Each employee is expected to demonstrate above average skill, cooperation, commitment and contribution in the performance of their duties.

An employee’s failure to follow the rules, practices, policies, and guidelines of this Handbook, or other business standards or policies not specifically mentioned in this Handbook may result in disciplinary action. Any action taken will be at the sole discretion of IFCD. Disciplinary action options include informal or verbal counseling, written warning, suspension, and termination of employment. IFCD reserves the right to take any or all of these disciplinary action options in response to employee misconduct and at all times may terminate an employee for any form of misconduct.

For unsatisfactory performance of duties by an employee, or for other cause, the Executive Director or designee may initiate a counseling session and/or give the employee a notice of need for improvement. The following disciplinary actions may also be taken by the Executive Director:

1. Reduction in rank or pay;
2. Suspension with or without pay;
3. Dismissal.
1.5 Separation of Employment

Dismissal

All employees may be dismissed at will by the Executive Director. The Executive Director may be dismissed at will by the Board.

Resignation

An employee may resign by submitting a written resignation, containing the reason for the resignation and the effective date to the Executive Director, as far in advance as possible. All attorneys are expected to give at least one month's notice. All other employees are expected to give at least two weeks notice.

Final Pay

Employees are not entitled to any severance compensation or benefits, regardless of the reason for their termination. Upon termination, Employees are entitled only to their accrued but unpaid wages for time actually worked through the date of the termination, except that an employee may be entitled to compensation for accrued but unused paid leave as described below. Employees who resign or are terminated for any reason are not entitled to any compensation for any unused sick time. An employee's final paycheck shall be issued at the next regular payday following the termination date. Prior to receiving the final check, the employee shall:

a. Return all keys and other property of employer in the possession of the employee; and

b. Reimburse employer all money owed by employee for petty cash obligations, personal telephone calls, travel advances, and other obligations.

Exit Interview

Upon resignation, an employee should attend an exit interview with the Executive Director or designee, to review assignment of responsibility, clarify reasons for resignation and discuss ways in which the program might be improved.

II. OPERATION POLICIES AND PROCEDURES

2.1 Anniversary Date

The first day you report to work is your “official” anniversary date. Your anniversary date is used to compute various conditions and benefits described in this Handbook.
2.2 At Will Employment

All employment with IFCD is “at will” which means that your employment can be terminated with or without cause, and with or without notice, at any time, at the option of either IFCD or yourself. These policies and procedures do not constitute a contract for employment. No contract for employment or any agreement inconsistent with this policy is valid unless approved in writing by the Board.

2.3 Confidential Information

As an employee of IFCD, you have access to personal and confidential information. All IFCD business and client records must be kept strictly confidential. The work of IFCD for its clients is of a confidential nature and consequently all work of the office is considered confidential and is not to be discussed with others. Violation of this policy is grounds for immediate dismissal. The conduct of all employees shall be in conformity with the Rules of Professional Conduct as adopted by the Supreme Court of the State of Indiana.

2.4 Drug and Alcohol Free Workplace

All employees are required to report to work free of alcohol, drugs, or the misuse of any medication. IFCD looks to all of its employees to support this policy to better the overall safety, health, productivity and welfare of employees and the clients we serve. Employees are expected to discourage fellow employees from violating this policy and are expected to cooperate in IFCD’s efforts to maintain a drug-free and alcohol-free workplace. Employees are also expected to cooperate in any investigation of the violation of this policy.

IFCD may require an employee to undergo a drug or alcohol test in conjunction with any of the following:

a. Investigation of a workplace accident or unsafe practice;

b. Return from a leave of absence of more than 60 calendar days;

c. Investigation of possible employee impairment on the job;

d. Investigation of possible use or presence of drugs or alcohol in an employee;

e. As part of or follow-up to a program of rehabilitation; and

f. As part of a program for testing employees in positions that present risks to the safety of the public or fellow workers.

If an employee refuses to undergo a drug or alcohol test after a IFCD request based on one of the reasons specified above, he or she will be subject to disciplinary action, up to and including discharge.
As a condition of employment, applicants for employment may be required to submit to an alcohol and drug-screening test.

2.5 Vacant

2.6 Deductions from Paycheck

IFCD is required by law to make certain deductions from your paycheck each time one is prepared. Among these are your federal, state and local income taxes and your contribution to Social Security as required by law. These deductions will be itemized on your check stub. The amount of the deductions will depend on your earnings and on the information you furnish on your W-4 form regarding the number of dependents/exemptions you claim. Any change in name, address, telephone number, marital status or number of exemptions must be reported to the Administrative Assistant immediately, to ensure proper credit for tax purposes. The W-2 form you receive for each year indicates precisely how much of your earnings were deducted for these purposes.

Any other mandatory deductions to be made from your paycheck, such as court-ordered deductions, will be explained whenever IFCD is ordered to make such deductions.

2.7 Improper Deductions from Paycheck

IFCD has made a good faith commitment to comply with the terms of the Fair Labor Standards Act (“FLSA”). If you are an “exempt” employee for purposes of the FLSA, IFCD will not make deductions from your paycheck for absences occasioned by IFCD, for the operating requirements of IFCD, or for time when work is not available. If you are an “exempt” employee and believe that IFCD has made an improper deduction from your paycheck, you must notify the Executive Director in writing. IFCD will reimburse an “exempt” employee for any improper paycheck deduction.

2.8 Error In Pay

Every effort is made to avoid errors in your paycheck. If you believe an error has been made, tell the Administrative Assistant immediately. S/he will take the necessary steps to research the problem and to assure that any necessary correction is made properly and promptly.

2.9 Overtime Pay

From time to time, it may be necessary for you to perform overtime work in order to complete your assigned tasks. All overtime must be approved in advance by the Executive Director. When it is necessary to work overtime, you are expected to cooperate as a condition of your employment.

If you are a “non-exempt” employee and you perform overtime work, you will be paid one and one-half (1-1/2) times your regular hourly wage for any time over forty (40) hours per week that you work. If, during that week, you were away from the job because of a job-related injury, paid
holiday, jury duty, vacation taken, or paid sick time, those hours not worked will not be counted as hours worked for the purpose of computing eligibility for overtime pay.

2.10 Work Schedule

During a normal work week, you will be scheduled to work eight (8) hour shifts on five (5) of the seven (7) days, Monday through Sunday. Your schedule of daily work hours will be given to you by the Executive Director. You will be notified promptly whenever a change is necessary. Should you have any questions concerning your work schedule, please ask the Executive Director.

Management Structure and Administrative Responsibility

2.11

The Executive Director of IFCD is hired and supervised by the Board and can be fired by the Board. All other employees of IFCD are hired by the Executive Director, evaluated by the Executive Director, and are subject to discipline and termination at the discretion of the Executive Director. The salary of the Executive Director is established by the Board and all other salary decisions are made by the Executive Director in accordance with the policies of the Office of Defender Services.

The paralegal(s), investigator(s), and legal secretary(s) perform work for all attorneys in the office, and the attorneys have been authorized by the Executive Director to give work assignments directly to these staff members. These staff members will work with the attorneys in a spirit of teamwork to accommodate the needs of all the attorneys. In the event staff and attorneys are unable to resolve conflicts regarding work to be done, deadlines, or priorities, either the staff member or attorney may bring the matter to the attention of the Executive Director for resolution.

If the Executive Director is unavailable or absent from the office, administrative decisions are to be made by the Executive Director's designee.

2.12 Office Hours

The Administrative Assistant will arrange for the office to be open and the phones to be covered between the hours of 8:30 a.m. and 5:00 p.m. Monday through Friday. During office hours, all employees must notify the Administrative Assistant of their whereabouts.

2.13 Breaks

Employees are expected to be responsible enough to carry out their work without the need for specifically designated breaks. In the event that an employee wishes a specific break time, however, or fails to remain at work for an adequate period of time, the Executive Director may direct the employee to take one 10-minute break in the morning and one 10-minute break in the afternoon, at a time to be designated by the Executive Director.
2.14 Pay Period

Employees shall be paid on the 15\textsuperscript{th} and last day of each month.

2.15 Security

The Administrative Assistant or designee will be responsible for ensuring that the doors are locked and all lighting and equipment turned off after hours. Any employee who remains in the office after hours shall be responsible for checking the security of the office and turning off all lights and other equipment.

2.16 Travel

Reimbursement for all travel will be in accordance with the GSA schedule applicable to the judiciary.

2.17 Outside Employment

No full time employee may accept employment outside the office without the prior approval of the Executive Director.

2.18 Procurement

All property purchased by IFCD is purchased with grant funds and is the property of the United States. It is important that IFCD and all employees comply with our Grant and Conditions and all legal requirements as to the procurement, custody, and disposal of government property. Responsibility for tasks relating to property are as follows:

Authority to Procure

Only the Executive Director has the authority to procure property on behalf of IFCD, except that the Administrative Assistant has the authority to spend up to $300 per order for supplies used in the ordinary course of IFCD business. Furthermore, the Administrative Assistant has the authority to coordinate and place orders within his/her authority or otherwise approved by the Executive Director.

Custody

The Administrative Assistant shall be responsible for maintaining custody of all government property that IFCD purchases, and those duties include keeping a detailed inventory and otherwise caring for and maintaining all of the property. Each employee is, of course, responsible for the care of property they are using.
Disposal

The Executive Director shall designate a Disposal Officer. The Administrative Assistant shall notify that designee of property which is no longer needed in the program and the designee shall dispose of the property in accordance with the Grant and Conditions and other legal restrictions on the disposal of property of the United States.

III. TIME, VACATION AND LEAVE

3.1 Holidays

All holidays recognized by the Federal government shall be paid holidays for all staff. Part-time employees shall only be compensated for those holidays that occur on their normally scheduled workdays, and only for the hours which they would have worked but for the holiday. A religious holiday may be substituted for any Federal holiday at the request of an employee with the approval of the Executive Director, and such request shall not be unreasonably denied.

The office is closed and the staff is paid on the following holidays:

- New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Christmas

Holidays Falling on Weekends

Any holiday that occurs on a weekend shall be taken on the same day as the District Court. In the event that an employee is on paid leave during a paid holiday, that day will not be charged against the employee's earned paid leave. Employees will not be paid for holidays occurring during an unpaid leave period. Employees who, for religious reasons, wish to take other days as paid holidays may make appropriate arrangements with the Executive Director. Such arrangements must be made 15 working days prior to the requested leave day.
3.2 Snow Days

The office of IFCD will be closed on any day the United States District Court for the Southern District of Indiana, Indianapolis Division is closed because of inclement weather. Employees will not be required to be at work and will be paid as if it were a holiday. Employees will be notified of the closing at the earliest time possible and attorneys will be responsible for notifying clients and other persons who will be affected by the closing.

3.3 Paid Leave

Definition

Paid Leave includes all the conventional reasons for time off with pay, (e.g., vacation, personal, religious) except sick leave and holidays.

Accrual Rate

Paid leave is available only for regular employees who work full-time. Paid leave accrues at a rate which is dependent on the length of employment with IFCD. Computation of paid leave is based on uninterrupted service from the most recent date of employment.

All regular full-time employees shall be credited with paid leave as follows:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Hours per Pay Period</th>
</tr>
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<tbody>
<tr>
<td>0-3</td>
<td>4.33</td>
</tr>
<tr>
<td>4-15</td>
<td>6.5</td>
</tr>
<tr>
<td>15 and over</td>
<td>8.66</td>
</tr>
</tbody>
</table>

Part-time and non-regular employees do not earn paid leave.

Carry Over and Termination

Employees may not carry over more than 240 paid leave hours from one calendar year (January-December) to the next. To avoid forfeiture, employees must have used the excess paid leave hours by December 31st. When an employee leaves IFCD a lump-sum payment is made for accrued but unused paid leave, up to a maximum of 240 hours. No payment for accrued paid leave will be made prior to separation.
Sick Leave

3.4

Definition

Sick leave is available only for regular employees. Sick leave includes reasons for time off as explained below:

a. Personal illness or physical or mental incapacity.

b. Keeping a doctor, dental, counseling or optical appointment. Leave for this purpose must be pre-approved by the Executive Director or designee whenever possible.

c. Illness of an immediate family member (parents, spouse, children, brother or sister, or any such other individual with whom the employee has an equivalent relationship in the judgment of the Executive Director).

Claiming sick leave when the above conditions do not exist shall be grounds for dismissal. In the discretion of the Executive Director, the employee may be requested to provide evidence of the need for sick leave.

Accrual for Full-Time Employees

All regular full-time employees shall earn four and one-third (4.33) hours of sick leave per pay period. Computation of sick leave time for full-time employees is based on uninterrupted service from the most recent date of employment.

Accrual for Part-Time Employees

Paid sick leave shall be granted to all regular part-time employees as follows:

- 8 hours per week or less: one half hour per pay period
- 9-16 hours per week: one hour per pay period
- 17-30 hours per week: two hours per pay period

Computation for part-time employees is based upon average hours worked during the preceding ninety days, or in the case of new employees, the hours for which the employee was hired to work.

Carry Over and Termination

Employees may accumulate an unlimited number of sick leave hours. An employee who resigns their employment with IFCD or is terminated by IFCD for any reason forfeits any unused sick leave. However, if an employee resigns and then returns to IFCD within three years of that separation date, he/she may have the unused sick leave restored to his/her sick leave account.
Extended Disability

3.5

If an employee is unable to work because of an injury or illness, beyond the employee's accrued sick leave and the disability is certified by a physician, the Executive Director may in his or her discretion allow the employee to take advance sick leave days up to a maximum of twenty (20) sick days. If the employee is still unable to work at the expiration of the advanced sick leave, and the disability is certified by a physician as being one which is expected to continue for at least an additional 30 days, the employee will be paid 50% of the employee's salary until the employee's disability insurance becomes effective, but not to exceed 30 work days.

3.6 Notice and Approval of Intended Leave

Whenever a staff member wants to take leave (except in the event of an unexpected illness or emergency), a request must be submitted in writing to the Executive Director. Leave of one full work day or more shall not be taken without the approval of the Executive Director. Approval of earned leave will not be unreasonably withheld.

3.7 Notice of Absence Not Approved in Advance

Whenever an employee must be unexpectedly absent from work, for any reason, the employee shall notify the Executive Director or designee by 10:00 a.m. on the day of the absence.

3.8 Vacations

Vacation plans should be submitted as far in advance as possible to better enable the Executive Director to coordinate leave with the demands of the office. Vacations of three days or more should be approved at least 10 working days in advance of the leave.

3.9 Computing Termination Payment

Payment for accrued paid leave upon termination of employment shall be computed on the basis of the employee’s rate of pay at the time of termination.

3.10 Record of Paid Leave Time

A record of paid or sick leave taken shall be kept by each employee on the individual's time and attendance report and submitted on the last day of each pay period to the Executive Director, or designee, who will compute the amount of leave taken and accrued. Time and attendance reports shall be reviewed and approved by the Executive Director, or designee.

3.11 Using Paid Leave

Paid leave should not be taken in blocks of less than one-half hour.

3.12 Vacant
3.13 Contact

While on leave, employees should keep the office informed as to where they may be reached for emergencies.

3.14 Election Day

All full-time employees who are registered to vote may take two hours off with pay, at the convenience of the office, in order to vote on primary day and election day.

3.15 Jury and Witness Duty

An employee called for jury duty or subpoenaed as a witness, shall be excused from work during such duty. The jury fee or witness fee should not be accepted by the employee. No deduction shall be made from the employee's salary for absence during the period of such duty, and the absence will not be charged against paid leave. The employee shall be at work whenever possible during jury duty or when subpoenaed as a witness. To qualify for this type of leave, an employee shall give the summons for jury duty, or the subpoena to testify, to the Executive Director.

3.16 Military Leave

Employees called to perform military service in the armed forces may be entitled to reinstatement/reemployment and other rights under the Uniformed Services Employment and Reemployment Rights Act of 1994 (“USERRA”). In order to qualify for benefits under USERRA, the employee’s separation from military service must be under honorable conditions and it must meet all of the other requirements of the law. In order to qualify for IFCD-sponsored benefits, the employee’s military service must be in compliance with the following requirements:

Eligibility

This policy applies to any IFCD employee who must be absent from employment to perform a duty, either voluntary or involuntary, in the uniformed services. To qualify under IFCD’s military leave policy, an employee requesting leave must provide advance written notice to the Executive Director as soon as possible, and furnish a copy of his/her military orders which identifies the time period for the leave as specifically as possible.

Reinstatement

Upon returning from a military leave lasting fewer than thirty-one (31) days, in order to be eligible for USERRA and IFCD-sponsored benefits, an employee must report to work at the beginning of the first full regularly scheduled work day following the completion of the military service.
Reemployment

For military leave lasting more than thirty (30) days, but less than one hundred eighty-one (181) days, in order to be eligible for USERRA and IFCD-sponsored benefits, an employee must submit an application for reemployment before the expiration of fourteen (14) days after the completion of the military service. An employee on a military leave lasting longer than one hundred eighty-one (181) days must submit an application for reemployment before the expiration of ninety (90) days after the completion of the service.

Military Leave Compensation

A regular full-time employee who is a Reserve Member of one of the Armed Forces of the United States, or a member of the National Guard, accrues four hours of military leave each pay period. An employee may carry forward up to 15 days of unused military leave from one calendar year to the next for a maximum accumulation of 30 days in any one calendar year.

Military Leave Health Insurance

An employee on military leave has the right to elect to continue existing employer-based health plan coverage for him or her and his or her dependents for up to 24 months while in the military. If the employee does not elect to continue coverage during military service, he or she has the right to be reinstated in IFCD's health plan when reemployed, generally without any waiting periods or exclusions (e.g., pre-existing condition exclusions) except for service-connected illnesses or injuries. An employee with questions regarding IFCD’s military leave policy, applicable state and federal laws or continuation of benefits should contact the Executive Director.

3.17 Administrative Leave

The Executive Director has the sole and exclusive discretion to grant an employee paid or unpaid administrative leave to: (1) prepare for the state bar examination; (2) attend professional association functions; or (3) for emergencies or other reasons. Such administrative leave is allowed only upon written request to and with the prior written approval of the Executive Director.

3.18 Parental Leave

General Policy

In order to provide alternatives to satisfy the needs of all employees, male and female, arising out of the birth or adoption of a child, the following parental leave options are available:

a. For an employee who does not wish to interrupt employment and desires to continue at full salary, 10 additional leave days with pay will be granted which may be used immediately prior to, during or soon after the birth of a child.
b. For the employee who wishes to take a leave of absence and resume work at a later time, leave of absence without pay may be granted for a period of not more than six months. (Leave of absence without pay may be added to other accrued leave time to extend the time at home.) At the discretion of the Executive Director, part-time hours may be arranged in lieu of or in addition to leave of absence without pay. The employee shall be guaranteed a position at the previous salary level upon returning to work. Every effort will be made to insure that an employee returning to work after parental leave will be placed in a position comparable to that previously occupied. Failure to return upon the agreed date, in the absence of some medical reason, will result in the loss of a guaranteed position.

Use of Parental Leave

Request for parental leave should be given to the Executive Director at least 60 days, if possible, prior to the time the anticipated leave would begin. The actual date upon which an employee would begin parental leave shall be determined by the employee.

3.19 Voluntary Leave Sharing Program

This provision is patterned after the program available to judiciary employees which is based on the provisions for leave in Chapter 63 of Title 5 U.S.C., as amended by Public Law 100-566 and Public Law 103-103. The Executive Director may in his/her sole discretion resolve any differences or inconsistencies between this policy and the program upon which it is patterned.

The Voluntary Leave Sharing Program allows an individual employee who experiences a personal or family medical emergency and exhausts all available paid and sick leave to receive donated paid leave from fellow employees.

Definitions

Family member:

(1) Spouse and parents thereof;

(2) Children, including adopted children, and spouses thereof;

(3) Parents

(4) Brothers and sisters, and spouses thereof; and

(5) Any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.
Leave Share Donor

A leave share donor is an employee who voluntarily submitted a written request to have accumulated unused paid leave transferred under the leave sharing program to the paid leave account of an individual leave recipient and the request has been approved by the Executive Director.

Leave Sharing Recipient

A leave sharing recipient is a current employee for whom the Executive Director has approved an application to receive paid leave from the paid leave accounts of one or more leave donors under the leave sharing program.

Medical Emergency

A medical emergency is a medical condition including maternity of an employee or a family member of the employee that requires the employee to be absent from duty for a prolonged period of time (at least 40 work hours), resulting in a substantial loss of income due to the unavailability of any paid leave.

Paid Leave Status

Paid leave status refers to the status of an employee who is absent while using the employee’s own accrued paid or sick leave.

Shared Leave Status

Shared leave status refers to the status of an employee who is absent while using paid leave transferred to the employee’s account from a leave donor.

Request to Become a Leave Sharing Recipient

The request to become a leave sharing recipient should be made in writing by the employee or, if incapable of making such a request, by a personal representative on behalf of the employee. This request should be submitted to the Executive Director and must include the following:

(1) the name and position of the employee;

(2) the reasons why transferred leave is needed, including a brief description of the nature, severity, and anticipated duration, and, if it is a recurring medical emergency, the approximate frequency of recurrence;

(3) certification from a physician or appropriate medical expert, if the Executive Director so requires; and

(4) any additional information needed by the Executive Director.
Approval or Rejection of the Request

(1) The Executive Director shall determine if the potential recipient is, or has been, affected by a medical emergency.

(2) The Executive Director shall determine whether an employee’s absence without available paid leave is, or is expected to be, at least 40 hours, (i.e., 5 workdays). The 40 hours of absence without available leave does not have to be consecutive. “Available leave” also means that an employee is required to use all the paid and sick leave available before becoming eligible for donated leave to care for a family member.

(3) After the Executive Director has determined a medical emergency exists and a substantial loss of income will result, no other factors may be considered when making a determination of approval.

(4) The employee is entitled to notification of approval or rejection within 10 workdays of receipt of the request. If the request is approved, the employee should be informed that other employees may request to have a portion of their paid leave transferred to the recipient’s paid leave account. (Approval to allow an employee to become a recipient does not mean there are existing donors already available.) If the request is denied, the employee should be so notified and should be given the reasons for the denial.

Leave Donation

(1) To donate leave, an employee must submit to the approving official a written request specifying the amount of accrued paid leave hours to be transferred to the paid leave account of a specified leave recipient. The Executive Director must comply with this request, subject to the restrictions given below in this subsection.

(2) The amount of leave an employee may donate in any one year is limited to a total of one-half of the amount of paid leave he or she would be entitled to accrue during the leave year in which the donation is made. For a full-time employee who accrues paid leave throughout an entire year, the maximum donation would be as follows:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Pay Period Accrual Rate</th>
<th>Annual Accrual Rate</th>
<th>Maximum Donation</th>
</tr>
</thead>
<tbody>
<tr>
<td>3 or less</td>
<td>4.33</td>
<td>108</td>
<td>54</td>
</tr>
<tr>
<td>3 to 15</td>
<td>6.5</td>
<td>156</td>
<td>78</td>
</tr>
<tr>
<td>15 or more</td>
<td>8.66</td>
<td>208</td>
<td>104</td>
</tr>
</tbody>
</table>
This maximum would be lower for an employee who does not accrue paid leave during the entire leave year due to circumstances such as appointment after the beginning of the leave year or leave without pay. The purpose of this restriction is to prevent depletion of the donor’s paid leave account, causing the donor to be without paid leave when that donor has need to be absent from work.

(3) In the case of a leave donor who is projected to have paid leave that is subject to forfeiture (i.e., use-or-lose leave over 240 hours in most cases) at the end of the leave year, the limitation on the amount of paid leave which can be donated shall be the lesser of:

(a) one-half the amount of paid leave he or she would be entitled to accrue during the leave year in which the donation is made, (e.g., 104 leave hours for an employee in the 8.66-hour annual leave category); or

(b) the number of hours remaining in the leave year (as of the date of the leave transfer) for which the donor is scheduled to work and receive pay.

(4) A leave donor may not have leave transferred from his or her paid leave account to the account of the Executive Director.

(5) Paid leave transferred under this program may be substituted retroactively for leave without pay.

Accrual of Paid and Sick Leave While in a Shared Leave Status

(1) An employee in a shared leave status accrues paid and sick leave at the same rate as if the employee were in a paid leave status.

(2) The maximum amount of leave that may be accrued by full-time employees while using leave while in a shared leave status is limited to a total of 40 hours of sick leave and 40 hours of annual leave.

(3) Any sick or paid leave accrued while in a shared leave status should be credited to the employee in a leave account which is separate from the employee’s regular leave account. If the medical emergency continues after the leave recipient exhausts all shared leave, an employee may use any sick or paid leave, as appropriate, that was earned while the employee was in a shared leave status.

(4) If the medical emergency terminates as a result of the termination of the leave recipient’s IFCD service, none of the leave in the special account shall be transferred to the leave recipient’s regular account.
Use of Shared Leave by a Recipient

(1) A leave recipient must exhaust all sick leave, if it is the employee experiencing the medical emergency, or any paid leave and sick leave up to 104 hours (for a full-time employee), if it is a family member experiencing the medical emergency, before using any paid leave from a donor. The paid and/or sick leave referred to here is that leave accrued by the leave recipient prior to the date the request to become a recipient was approved.

(2) In the case where a leave recipient is able to work a portion of the time while experiencing a medical emergency, additional leave earned for that time worked must be used before using transferred paid leave. Such an employee would earn leave based in part on the amount of time spent in a pay status and on the amount of time spent in a transferred leave status, using the leave accrual formula that applies to part-time employees. For example, a full-time employee in the 4.33-hour accrual category, who has exhausted all annual leave accrued to date and who has been approved as a leave recipient, is able to work four hours each day of the pay period while experiencing a medical emergency affecting a family member. This employee would earn 2.165 hours of leave for that pay period based on the 40 hours in a pay status. This leave would be credited to that employee’s regular leave account and must be used in the following pay period before using any additional transferred leave. The employee would also earn two hours of leave based on the donation of 40 hours of paid leave which enabled the employee to be in a transferred leave status. This paid leave would be credited to a separate account as discussed above.

(3) A leave recipient may use paid leave transferred to his or her paid leave account in the same manner and for the same purposes as if he or she had accrued the paid leave. The approval and use of this transferred paid leave is subject to all conditions and requirements applicable to the use of leave accrued by the employee, except that transferred paid leave may accumulate without regard to the 240-hour carryover limitation.

(4) Transferred paid leave may not be transferred to a different recipient without the consent of the leave donor.

Termination of the Medical Emergency

The Executive Director will monitor the status of the medical emergency affecting the recipient to ensure that such emergency continues to exist. Upon termination of the emergency, no further requests for the transfer of paid leave to the recipient may be granted, and any unused transferred leave should be restored to the donors as soon as possible as covered in the next section. A medical emergency affecting a leave recipient shall be considered terminated:

(1) when the recipient terminates from IFCD;
(2) at the end of the pay period in which the Executive Director receives written notification from the recipient (or his/her personal representative) that the recipient is no longer affected by a medical emergency;

(3) at the end of the pay period in which the Executive Director determines, after written notice and opportunity for the recipient (or personal representative) to respond orally or in writing, that the recipient is no longer affected by a medical emergency.

Restoration of Donated Leave

(1) Any transferred paid leave remaining to the credit of a leave recipient upon termination of the medical emergency shall, to the extent possible, be restored to the paid leave accounts of leave donors who are employed by IFCD. The amount of unused transferred paid leave to be restored to each donor shall be determined as follows:

(a) Divide the number of hours of unused transferred paid leave by the total number of hours of annual leave transferred to the recipient,

(b) Multiply the ratio obtained in step (a) above by the number of hours of paid leave transferred by each donor eligible for restoration; and

(c) Round each amount to the nearest whole hour increment.

If the total number of hours obtained through this process exceeds the total number of hours to be restored to eligible donors, then no unused transferred paid leave shall be restored. If this occurs, the unused hours cease to exist and are not available for use by that recipient or any other recipient. In no case shall the amount of paid leave restored to a leave donor exceed the amount transferred to the leave recipient by the donor.

If the donor retires, dies, or is otherwise separated from IFCD before the leave is restored, IFCD will not restore the unused transferred paid leave.

(2) At the election of the donor, the unused paid leave restored to that donor may be:

(a) credited to the donor’s paid leave account in the current leave year;

(b) credited to the donor’s paid leave account as of the first day of the first leave year beginning after the date of such election, or

(c) donated, in whole or in part, to another leave recipient. If donating only a portion of the restored paid leave to another recipient, the remainder may be re-credited under either option (a) or (b) above.
(3) Transferred paid leave that is restored to the account of a donor is subject to the 240-hour carryover limitation at the end of the leave year in which it is restored.

Prohibition of Coercion

No employee may intimidate, threaten or coerce any other employee, directly or indirectly, for the purpose of interfering with any of the employee’s rights to donate, receive, or use leave under this program. This includes promising to bestow or withhold any benefit (such as a promotion) to the employee.

Leave Sharing Publication

Publication of employee requests for leave sharing is not required. If publication is desired, the Executive Director has discretion concerning the method and extent of advertising an employee request.

IV. SALARY ADMINISTRATION PLAN

Salary Levels and Salary Adjustments.

4.1

IFCD complies with the Defender Organization Classification System ("DOCS") for determining an employees job classification, compensation, and job descriptions.

Employees will enter at their evaluated level of experience. "Evaluated level of experience" means a year of employment with IFCD or its evaluated equivalent. Education, certain kinds of community activities and volunteer work, and employment experiences may be considered in determining an evaluated level of experience. For example, an assistant defender applicant who worked three years with a real estate title company would probably not receive three years' credit for that experience. One who had worked as a trial attorney in private practice in this jurisdiction might receive two years' credit for such time. Similarly, a legal secretary with four years of specialized business experiences may not receive four years of credit; one with four years' experience in a defender services program would probably receive full credit. If an applicant has worked for many years in a variety of jobs, special emphasis will be placed on most recent employment. Initial salary levels will be established by the Executive Director.

Upon the anniversary of employment, salaries of employees who meet IFCD standards, as approved by the Executive Director, will be raised, subject to available funding, as follows:

Executive Director. The salary and cost of living adjustments ("COLA") will be comparable to the United States Attorney for the District, subject to the approval of the Board.

Assistant Defenders. IFCD's salary scale will remain comparable to salary policies and schedules issued by the AO for assistant federal defenders.
All Other Staff. Full time or part time staff shall be eligible for a Within-Grade Increase ("WGI") to the next levels of a grade, effective the first day of the first eligible pay period, provided the following criteria are met:

To be eligible for continued employment, employees must demonstrate that they are maintaining an acceptable level of performance in their job. The expected level of performance will be indicated in an employee's job description and will be explained as clearly as possible during an employee's evaluation. In general, all staff will be expected to maintain a high level of performance in matters such as fulfilling the terms of their job description, cooperating with employees, demonstrating commitment to the program, and contributing to the program's activities on behalf of clients.

In some cases, in which the employee's standard of performance is not sufficiently high to justify an annual increase, but the employee's contribution to the program is such that termination is not appropriate, the employee may be retained at the existing salary level and be eligible for any approved cost of living adjustments only. This option is not intended to be used in the case of an employee whose commitment, cooperation or willingness to work is in question, but rather in the case of an employee who lacks skill or training beyond a certain level.

4.2 Cost of Living Increases.

Salary scales will be reviewed and will remain at least equivalent to Federal Public and Executive Director organizations in the region. As part of this yearly review, the salary scale levels will be revised on January 1st (or as soon as notified of COLAs or appropriate adjustments by the AO) of each year to reflect cost of living adjustments as allowed by the AO. COLAs will be applied only with prior authorization from the AO. COLAs may be retroactive as permitted by the AO.

4.3 Promotion, Transfers and Increased Responsibility

An employee who changes positions within IFCD will be placed at the employee's evaluated level of experience in the new position. Any salary increase due to such change will be effective upon the first pay period following the date of the change. If an employee transferring to a new position does not have enough evaluated experience to justify a salary equal to that of their old position, the employee may receive a reduced salary. It is expected, however, that any employee with IFCD will be exposed to issues and will gain experience which will be considered as evaluated experience. If, furthermore, an employee's evaluated level of experience in the new position justifies a salary which is substantially the same as the previous salary (for example, within 5%), the employee would not be expected to take a minor reduction in pay.
Quality Step Increase ("QSI")

QSIs are to recognize and reward, on a continuing basis, employees who display continuing high-quality performance. They provide flexibility in pay administration by permitting recognition of the differences in performance shown by employees in the same type and grade position.

A QSI requires that performance in all major duties be of a high-quality performance. This type of increase requires performance decidedly above that ordinarily found in the type of position concerned. The employee must be performing the most important functions of his or her position in a manner that substantially exceeds normal requirements to the extent that, when viewed as a whole, the performance must be excellent. This high level of effectiveness must be sustained for six months. Also, the performance must give promise of continuing at this high level. In other words, this high-level performance must be characteristic of an employee's performance.

Further, an employee must have a minimum of twelve months' continuous service with IFCD and a minimum of six continuous months in the same grade. Such service must be immediately prior to the recommendation for a QSI.

In relationship to a WGI, an employee who receives a QSI does not start a new waiting period to meet the same requirements for a WGI. An employee's anniversary date for salary purposes is not affected by a QSI.

Transfers

If the employee is unable to satisfy the requirements of the new position, every possible effort will be made to place the employee in the same or comparable position the employee left, or in the first comparable opening available. If, however, a replacement has been hired for the position, or the job has been changed, it may not be possible in each case to return the employee to the original position.

When an employee transfers positions, for salary purposes their anniversary date shall then be considered the date of transfer. Further increases will be applied according to the date the employee began the new position.

Increased Responsibility/Person In the Job

Employees who do not change positions, but who are assigned responsibilities which go significantly beyond their job description, may be given a WGI based upon increased responsibility. If, for example, a paralegal, with only one year of experience, was assigned responsibility to develop a specialized unit and supervise newer paralegals and community volunteers, as well as manage the operation of the unit, an increase may be appropriate, based on that increased responsibility. The employee must have a minimum of six continuous months in the same grade prior to the promotion. The employee’s anniversary date for salary purposes shall be considered the date of promotion.
4.4 Employees on Special Programs.

Some staff members may also be members of special programs related to defender services work. If such persons leave such special programs to become staff paid from regular program funds, their experience in their special program status may be credited in establishing experience and salary levels under this plan.

Important Note: The projected salaries and administration plan described above must not be considered vested rights, existing into the indefinite future. The plan may be amended in light of experience, changing budget and changing client needs.

The staff of any publicly supported nonprofit institution, particularly one which derives the bulk of its income from one source, must be aware that precise budgets cannot be anticipated from year to year. Staff must also recognize that as clients’ needs change, or as knowledge of such needs grow, resources may need to be allocated from salaries to other expenses, or from present positions to certain other positions whose need has not yet been anticipated.

Except in the event of the most severe budgetary crisis, existing salaries will not be lowered. The existing plan, including projected increases, may and will be amended -- raised or lowered -- in the face of experience and changing conditions. No changes will be recommended to the Board without full consultation with all affected staff members.

It must be fully understood, however, that the projected salary increases and the plan for administering salaries, do not constitute a vested right among present or new employees. The plan represents the program's best effort to attract and retain a staff to meet client needs as they are now understood, within the budget available and anticipated.

4.5 Principles of Establishing a Salary Plan.

Although there are many ways to analyze what makes up a good salary scale, we have tried to consider seven principles in establishing the scale. No one of these considerations can be dominant, and, in some cases, one principle must be balanced against another. These are simply the elements that might be said to make up a good salary plan.

1. Salary plan must offer employees a decent living. It must give them enough financial security so that they have enough income to have a decent existence in modern society and so that financial worries do not interfere with work.

2. Salary must offer what people expect to be paid for their education level, their background, and for the work they perform.

3. Salary should reflect the contribution an employee makes to clients and the program.
4. A salary plan should offer comparable pay for comparable responsibility and experience.

5. A salary plan should offer predictability, and allow employees to know what they can expect to be paid when they are hired and what they can expect to be paid in the future in their present job or if they change jobs within the program.

6. A salary plan should pay employees what must be paid to hire qualified people and to encourage them not to transfer to other jobs.

7. A salary plan must be realistic given a program's budget, and given the need to allocate funds to other office expenses and to other demands created by the responsibility to serve our clients.

In addition to these considerations, the Administrative Office of the United States Courts regulations require that IFCD salaries be comparable to those paid to employees in similar positions in similar government agencies.

V. INTERNET USE AND POLICIES

Scope

This document describes the available resources for accessing the Internet for the Community Public Defender office staff. It contains rules to be followed to maintain conformance with the AO policy on Internet usage, and helpful information on using our Internet resources.

Background

The advent of powerful browsers and the construction of the World Wide Web offering connection to a large number of searchable resources has made the Internet an easy-to-navigate and valuable research tool. Electronic mail (e-mail) connectivity has also increased to the point where many contacts this office needs for communication are online. Along with the increased opportunity to easily communicate comes the need for caution in order to avoid common pitfalls that "surfing the 'net" can bring. What follows is a discussion of some of the limitations of the Internet and the Internet E-mail system, including security and delivery of E-mail messages.

The Internet is an unsecured network. As such, information and E-mail on the Internet can be read, broadcast, or published without the knowledge or consent of the author. Most sites maintain records of all users or entities accessing their resources. These records may be open to inspection and publication without the user's knowledge or consent. If the activity of the user is other than official business, the publication of that activity could prove to be an embarrassment for the user's court unit and the entire federal judiciary.

The AO has published an IRM addressing these issues, some of which has been copied into this handbook. This office will comply with this IRM as explained in this handbook. This will allow employees to use the Internet as a research tool while avoiding unnecessary risk from hacker network attacks, viral/worm threats, e-mail bombs, etc.
World Wide Web

Our connection to the web is through the Federal Defender Organization’s Wide Area Network ("WAN"). Individuals cannot access their private account through a dial-up service, but may retrieve their individual account’s e-mail through the WAN.

Personal Use of the Internet should be limited. You may in no way break the law or do anything on the internet that will cost the office money without prior approval.

No employee may delete his/her history log or temporary Internet files. The CSA will set up each person's workstation to access the Internet.

Tips to Avoid Viral Contamination

All files downloaded from the internet are automatically scanned from the download workstation by Norton’s Antivirus Corporate Edition. The virus signatures are updated very often. If your workstation should experience any “odd” behavior after downloading a new file, please immediately stop using the workstation and inform the office CSA.

Confidentiality Reminder

Remember that the Internet is not secure - no confidential information should be transmitted via FTP, through a web page, or newsgroup. Also, remember that any sites visited are traceable at each of the three internet gateways in the WAN by the FDO staff.

E-mail

Our Lotus Notes email system provides Internet e-mail capability. This is accomplished through the San Antonio & the NITOAD Team Lotus Notes e-mail gateway. The entire Federal Defender system uses the three gateways, but only one for mail, so again reasonable restrictions apply as far as what to send. Generally, the restrictions are: business use only, no listserv subscriptions, no image files or executables sent, no confidential data. It is important to remind folks to whom you give your email address of these restrictions, in order to avoid receiving messages that violate these guidelines.

Internet E-mail traffic is subject to inspection by a variety of persons and mechanisms, authorized and otherwise. Authorized personnel on any node between the origin and destination of a message may have to inspect message contents in order to dispatch stalled deliveries or resolve other failures. Users should not expect the messages they send or receive via the Internet to be private.
Internet E-mail has certain limitations which are as follows:

- Frequently, an Internet user's E-mail reading software will not be able to handle attachments.

- Delivery and delivery times are not guaranteed due to unpredictable intermediary systems and network outages, slowdowns, and polling intervals, etc. Delivery times can be from two minutes to two weeks.

- Users should not rely on Internet E-mail for time-sensitive communications or guaranteed delivery.

- Some messages may not be delivered, although the message was correctly addressed. Receipt or non-receipt can only be confirmed through other positive means, not by inference or assumption. Note: the cc:Mail "Receipt Requested" feature is not honored by systems on the Internet. Users should not rely on this feature for Internet E-mail.

- Delivery and response times on the FDO Internet e-mail system are determined by traffic and congestion on the network. For example, sending large files to a large number of recipients will delay other traffic and may overload the system, causing failure. Users are expected to use discretion when forwarding large E-mail messages to numerous addresses. These uses also place a burden on the shared data storage device of the E-mail post offices. E-Mail systems not currently on the DCN Wide Area Network (WAN) use a much slower dial-up method in which the transfer of large file attachments can bring a post office to a complete standstill. Incoming traffic goes unanswered, causing automatic mechanisms to notify national system support analysts after a predetermined time.

The following types of attachments should not be sent or received via the FDO Internet E-Mail system:

- Programs or EXE's of any kind (unless the CSA first reviews and approves)

- Any file attachment in excess of 20 MB between the hours of 8:00 a.m. and 6:00 p.m.

If any of these files are received and the sender is unknown, notify your CSA immediately and do not attempt to open or launch the file. Watch for malicious attachments, even from people you know - don't open any attachments without virus scanning first. Directions on how to use the cc: mail email link appear below.
Use of the Internet

**Do not access Internet sites which may be inappropriate or reflect poorly on the judiciary.**

Unless case-related, creating, downloading, viewing, storing, copying, and transmitting sexually-explicit or sexually-oriented materials is never appropriate and may be illegal in some cases. Internet sites capture the domain name of all sites accessing them and maintain a record of this information. It could be embarrassing to you and your court if the judiciary’s domain name (“uscourts.gov”) were found on the access records of inappropriate sites.

**Do not log on to radio and other broadcast services or download music and video files.**

Logging onto video or audio sites, such as broadcast services or radio stations, degrades the performance of the entire network. Downloading music files consumes significant disk space on local computers and may be a violation of copyright law. Each of the several thousand video clips downloaded daily can be equal to downloading a 400-page memorandum. These services should be used only for official purposes such as training.

**Use government e-mail appropriately.**

It is not appropriate to use government systems to send or receive e-mails containing greeting cards, political statements, jokes, pictures, and other items of a personal nature. Chain letters or other unauthorized mass mailings, regardless of the subject matter, likewise are inappropriate.

**Avoid sending large attachments unless required for official business.**

Video, sound or other large file attachments consume large amounts of network capacity. E-mail attachments, large files, and executable programs present two problems: first, large attachments consume network capacity and storage space on both national and local e-mail servers and desktops, slowing the network down for everyone; and second, executable programs present a risk for infection by computer viruses. Judiciary employees should use government equipment (including that used to access the Internet) for official purposes only. Since no two employees will use the Internet in the same way, it is necessary for each user to exercise individual responsibility and judgment in the use of these services. Users should recognize that, as with other government-provided resources, inappropriate, wasteful or illegal use can lead to disciplinary action.

**Use caution in participating in chat rooms and do not use “instant messaging” software.**

Judiciary employees should only participate in chat rooms when directly relevant to their official duties and responsibilities. All others should be avoided. When participating in a chat room, employees should not inadvertently give the impression of articulating official judiciary policy or positions. Instant Messaging software provides a security risk to the FDO and it’s WAN.
Do not use the network connection for personal commercial purposes, private gain, or illegal activities.

Employees should not use the network connection for commercial purposes (including shopping), except for official business. It is also inappropriate to use the network connection in support of outside employment activities (including consulting for pay, sales or administration of business transactions, and sales of goods or services) or for illegal activities (such as gambling or hacking).

Do not use e-mail or the network connection for offensive activities.

It is not appropriate to use e-mail or the Internet to access, send or receive information on or in support of activities that are illegal or offensive to fellow employees or the public. Such activities include, but are not limited to, hate speech or material that ridicules others on the basis of race, creed, religion, color, sex, disability, national origin, or sexual orientation.
VI. ACKNOWLEDGEMENT OF IFCD EMPLOYEE HANDBOOK

I hereby acknowledge that I have received IFCD’s Personnel Policies and Procedures Handbook and that I have been advised to read it carefully and bring any questions that I have to the attention of the Executive Director. I understand that this Handbook is for my use while I am employed by IFCD.

I understand that this Handbook and the policies contained in it are not intended to create a contract of employment between IFCD and any of its employees. I further understand that my employment with IFCD is "at will" and may be terminated by me or by IFCD at any time for any reason.

Finally, I understand that IFCD, for business and related reasons, reserves the right to change policies and benefits described in this Handbook and may add new policies to this Handbook from time to time.

Date: __________________________  Employee Signature

____________________________  Printed Name

The signed original copy of this receipt should be given to your Executive Director to be filed in your personnel file.