



# Goodwill

Industries of Northwest Texas



is a local nonprofit helping people



overcome challenges,  
build skills, find jobs & grow careers

## EMPLOYEE HANDBOOK



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## President & CEO MESSAGE



Robin Raney  
President & CEO

Dear New and Current Goodwill Employees:

Welcome to Goodwill Industries of Northwest Texas. We are honored to have you among us and hope that your future with our agency is both long and inspiring.

Goodwill was founded in 1902 in Boston by Rev. Edgar J. Helms, a Methodist minister and early social innovator. Helms collected used household goods and clothing in wealthier areas of the city, then trained and hired those who were poor to mend and repair the used goods. The goods were then resold or were given to the people who repaired them. The system worked, and the Goodwill philosophy of “a hand up, not a hand-out” was born.

Helms’ efforts paved way for the 1967 establishment of Goodwill Industries of Northwest Texas. Our mission is that “as local nonprofit, we help people overcome challenges, build skills, find jobs and grow careers,” and we hold that very dear to our core. As your Chief Executive Officer, I spend much of my time molding talent, cultivating knowledge, observing passion, identifying fit, and sharing the message of Goodwill with others.

You may ask yourself, “What can I do to reflect the heart of Goodwill?” The answer is simple, you develop a culture of belief in our mission. Be proud that Goodwill is a choice employer for people with barriers to employment. Tell others that revenue produced by our stores and other businesses fund our Career Resources program which prepares people for the workforce and gives them the skills necessary to find, secure and retain employment. Always be ready to share information about our free computer classes and job search assistance offered in both Lubbock and Amarillo.

Perhaps, at one point in your life, you have faced a barrier to employment, or you have witnessed someone who has struggled with an employment barrier. Goodwill gives people a chance, or in many cases, a second chance to grow into an employee any company would be happy to hire. The opportunity is *yours*, and we believe in *you*.

To those of you who are new, “Welcome!” To those who are currently employed with Goodwill Industries of Northwest Texas, thank you for your loyalty and dedication to furthering the Goodwill mission. You are a valued part of our team and I appreciate you!

The future is in your hands,

A handwritten signature in blue ink that reads "Robin Y. Raney".

Robin Y. Raney  
President & CEO



## Mission, Vision, and Values

### MISSION



### VISION

Goodwill is a local nonprofit empowering people to get jobs with higher earnings.

### VALUES

**Integrity. Inclusiveness. Innovation. Empathy.**

**We value integrity.** To have integrity means to always make decisions based on honesty. Integrity is necessary to be good stewards of the community.

**We value inclusiveness.** To have inclusiveness means to embrace diversity in all forms with respect and appreciation. Inclusiveness is necessary to provide excellent service to the most people possible.

**We value innovation.** To have innovation means to always be looking for ways to improve. Innovation is necessary to keep our services relevant and our work fulfilling.

**We value empathy.** To have empathy means to care about the obstacles others face. Empathy is necessary to motivate us to serve our clients and community well.

# EMPLOYEE HANDBOOK STATEMENT

For the purpose of the Employee Handbook, Goodwill Industries of Northwest Texas may be identified as the “employer”, “company”, “agency” or “GINWT”. An employee is defined as an individual hired by the company to perform specific duties outlined, but not totally defined, by a job description.

This handbook is designed to communicate personnel policies, benefits, and work standards to all employees. It has been written to serve as a guide during employment with GINWT. The samples in this handbook provide general information on the Human Resources Policies and Procedures of GINWT.

The GINWT Employee Handbook also provides valuable instruction and guidance for supervisory personnel regarding the implementation and enforcement of Goodwill policies, thus fostering uniform and consistent treatment of employees and reducing the risk of disparate treatment and illegal discrimination.

Neither this handbook nor any other company document should be considered an employment contract, nor does it guarantee any fixed terms or conditions of an individual’s employment. Team members may terminate the employment relationship at any time and for any reason. GINWT may terminate a team member’s employment with or without cause and without prior notice at any time and for any reason.

Employees will receive updates on handbook through inter-company memo, payroll attachment, or electronic notification. The most up to date version of the employee handbook will be available in the employee portal or online at [goodwillnwtexas.org](http://goodwillnwtexas.org); printed copies are available by request from Human Resources.



## MISSION STATEMENT

*Goodwill is a local nonprofit helping people overcome challenges, build skills, find jobs, and grow careers.*

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### CODE OF ETHICS

#### POLICY:

It is the policy of Goodwill Industries of Northwest Texas (GINWT) that its volunteers and employees demonstrate the highest standards of ethical and professional conduct at all times in their business activities. By supporting and adhering to the following ethical principles and standards of business conduct, volunteers and employees will help maintain GINWT's reputation as a leading provider of services to individuals with disabilities and/or barriers to employment with the community.

#### PROCEDURE:

##### I. ETHICAL PRINCIPLES:

- A. Integrity: Volunteers and employees are responsible for using good judgment and for being open, honest, and fair in all GINWT business related matters and relationships with customers, consumers, suppliers, donors, the public and each other. They are also required to adhere to all applicable laws and regulations related to their job performance.
- B. Remuneration: Other than regular salary and wages, it will be considered unethical for a GINWT employee to accept payment for any duty performed for GINWT. It shall be considered unethical to charge for services within the volunteers' and employees' job description given to the current or past consumer of GINWT.
- C. Protection of Agency assets: Volunteers and employees are responsible for safeguarding and maintaining GINWT property and assets at all times.
- D. Respect for Individuals: Volunteers and employees are responsible for treating one another, consumers, customers, suppliers, donors, and the public with dignity and respect.
- E. Socialization: Socialization practices, which could be construed as exploitative either financially, sexually, or socially are prohibited.
- F. Quality: Volunteers and employees are responsible for demonstrating the highest professional standards and productivity in all their business activities.
- G. Multiple Employment: Employees may hold second jobs so long as they do not adversely affect job performance with GINWT. Adverse effects include performing under acceptable standards within an employee's position with GINWT, the refusal of overtime, and/or schedule changes. Second jobs that are similar to that found in the employee's job description must be reviewed for conflict by the supervisor and President & CEO.

- H. Compliance: Volunteers and employees are required to comply with the ethical Principals and Standards of Conduct defined in this and other GINWT policies. Employees are also responsible for notifying management in a timely manner of any violations of the Code of Ethics or Standards of Conduct. Employees will not be subject to reprisals for reporting, in good faith, actions that they feel violate the laws of these standards. GINWT expects that employees will fully cooperate in any investigation of business conduct that may violate these standards. Failure to fully cooperate may be considered insubordination by GINWT.
- I. Reporting: It is the obligation of every GINWT employee to bring immediately to the attention of their supervisor or the Human Resources Department, any fact, circumstance, or situation which may potentially violate this policy.

## II. STANDARDS FOR BUSINESS CONDUCT

- A. Compliance with Laws and Regulations and Best Business Practices: GINWT employees are expected to conduct the agency's operations in accordance with all applicable local, state, and federal laws as well as company policies, procedures and regulations.
- B. Protection of Agency Assets: No agency asset or resource is to be used for personal gain or benefit or illegal purpose of any kind. All GINWT employees are expected to safeguard agency property and report all incidents of theft or suspicious behavior to a member of management. They are also required to cooperate with all security investigations and searches. Specific guidelines include but are not limited to the following:
  - 1. GINWT employees are not allowed to hold merchandise for purchase or ask that it be held for personal purchase.
  - 2. Merchandise is to be made available for customers for sale prior to purchase by employees.
  - 3. GINWT employees, consumers, volunteers, temporary employees, and visitors are not allowed to solicit, accept, obtain, sell, or arrange to gain possession of any actual, potential or rejected donation. Merchandise may be obtained only as defined under store purchase guidelines. Employees may not purchase any items from any donor at any time.
  - 4. GINWT property may not be used, loaned, given, borrowed, taken, or disposed of in any non-business-related manner or purpose without written executive staff permission.
  - 5. Lost and found money or other items of value found in donated goods are to be reported and turned in immediately to a member of management or security.
  - 6. GINWT employees are expected to follow all agency and departmental policies and procedures related to handling and purchase of agency merchandise and equipment.
  - 7. Other agency property including office supplies, personal computers, copiers, telephones, internet access, etc. are not to be used for personal use.

8. GINWT employees who have violated the agency's Employee Shopping Policy or Property Policy for the handling, care, and purchase of GINWT merchandise and equipment, will be subject to disciplinary action up to and including termination.

C. Accuracy and Retention of Business Records

1. GINWT employees are expected to report information accurately and honestly and to include accurate reporting of time worked, business expense incurred, production data, accident reports, store sales, people served, financial reporting and all other business-related activities. Employees are prohibited from making false or improper entries on any document and prohibited from requesting that another GINWT, or business affiliate, make such false or improper entry.
2. GINWT financial records must accurately reflect transactions and conform to Generally Accepted Accounting Principles (GAAP). No entries may be made on the agency's books and records which intentionally hide or disguise the true nature of any transaction. No undisclosed or unrecorded funds or assets may be established.

D. Confidential Information

GINWT volunteers and employees are required to maintain the confidentiality of information regarding consumers and employees. Only those persons with a legitimate business need to know basis are able to access confidential information. Employees are not to discuss confidential agency employee or consumer information unless it relates to their job responsibilities. In those situations, extreme confidentiality and discretion are to be maintained. Any violation of this policy will result in disciplinary action up to and including termination.

E. Respect for Individuals

GINWT requires that all employees treat one another, as well as consumers, customers, donors and all external contacts with dignity and respect in all business activities. Employees are also expected to set an example for consumers in GINWT programs and be sensitive to their needs. Employees should seek direction from a supervisor if they are involved in a conflict with a consumer or other external contact. Employee's involvement with consumers should be of a professional nature only.

F. Illegal Drugs and Alcohol

Post-accident, and as needed, alcohol and drug testing combined with a "Zero Tolerance Alcohol and Drug" policy are utilized to help ensure a safe and healthy workplace as well as a productive work environment. GINWT employees who violate these policies will be subject to disciplinary action up to and including termination.

G. Workplace Harassment

GINWT is committed to providing a work environment that is free of unlawful harassment and discrimination. In keeping with this commitment, policies have been established prohibiting unlawful harassment including sexual, verbal, physical and visual harassment. Employees are expected to immediately report incidents of harassment to their direct supervisor or the Human Resources Department.

H. Health and Safety

It is GINWT's policy to provide a safe and healthy work environment. To support that policy, employees are expected to abide by all safety rules and practices and to assume responsibility for taking the necessary precautions to protect themselves and their co-workers. Employees are responsible for immediately reporting accidents and unsafe practices or conditions to their supervisors.

I. Conflicts of Interest

1. GINWT may hire relatives of employees at its discretion but requires that such relatives do not work under the same manager nor have any direct or indirect reporting relationship. Relatives are husband, wife, mother, father, brother, sister, son, daughter, stepfather, stepmother, stepbrother, stepsister, half-sister, half-brother or grandparent(s).
2. GINWT employees should not own or be involved in any business occupation, organization or activity that would represent a potential or direct conflict of interest. Employees may not own or be employed by any business or agency, which is a competitor or supplier of goods and/or services to GINWT.
3. GINWT employees involved in actual collection, transportation, processing, or sale of merchandise are not to participate as a seller or have an agency act as their seller at swap meets, garage sales, flea markets, trade days or other services including online or via social media.
4. GINWT employees may not accept gifts from employees, outside vendors or any other company or organization, which would represent a potential or direct conflict of interest with GINWT.
5. GINWT employees should notify their supervisors or the Human Resources Department of any activity that violates the above policies regarding conflict of interest.

These principles and guidelines are an attempt to accurately describe the ethical behavior and conduct required by GINWT volunteers and employees to support GINWT in achieving its mission.

Volunteers and employees who violate these standards of conduct will be subject to disciplinary action up to and including termination.

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Employee Signature

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Date

### **1.1 Equal Employment**

GINWT is an equal opportunity employer and adheres to the state and federal anti-discrimination laws. As such, we strive to provide equal employment opportunities to all qualified individuals without regard to race, color, religion, sex, gender identity, sexual orientation, pregnancy, age, national origin, physical or mental disability, marital status, military or veteran status, genetic information, or any other protected classification. This policy relates to all phases of employment, including, but not limited to, recruiting, employment, placement, promotion, transfer, demotion, reduction of workforce and termination, rates of pay or other forms of compensation, benefits, selection for training, the use of all facilities, and participation in all company-sponsored employee activities. The company takes allegations of discrimination, harassment, and retaliation seriously, and will promptly conduct an investigation when such behavior is reported.

The company considers disabilities only as they relate to the performance of essential job duties with or without reasonable accommodations. Goodwill Industries of Northwest Texas prohibits the harassment of any individual on any basis listed above. This policy applies to all areas of employment. GINWT complies with all the relevant and applicable provisions of the Americans with Disabilities Act (ADA) and its amendments (ADAA).

GINWT will not discriminate against any qualified employee or job applicant with respect to any terms, privileges, or conditions of employment because of a person's physical or mental disability. The agency will:

- Make reasonable accommodations wherever necessary for all employees or applicants with disabilities, provided that the individual is otherwise qualified to safely perform the essential duties and assignments connected with the job and provided that any accommodations made do not pose an undue hardship on GINWT.
- Thoroughly investigate instances of alleged discrimination and take corrective action if warranted.
- Be continually alert to identify and correct any practices that conflict with the intent of the Equal Employment Opportunity Policy.

If an employee believes they are a victim of discrimination or if they have witnessed the same, they should immediately report such conduct to their direct supervisor or the Human Resources Department. Reporting instructions are covered herein under, Section 1.6a under "Complaint Process".

The toll-free number for the Equal Employment Opportunity Commission is 800-669-4000 and the TTY number is 800-669-6820.

### **1.2 Americans with Disabilities Act (ADA)**

The Americans with Disabilities Act (ADA) and its Amendments (ADAA) are intended to prohibit discrimination against persons with disabilities. As an organization that actively promotes employment of people with disabilities within the community, GINWT fully subscribes to the principles and intentions of the ADA, as amended, and expects all employees to adhere to those principles.

GINWT shall not discriminate against a qualified individual with a disability because of the individual's disability in regard to all job application procedures, hiring, advancement, compensation, job training, discharge, or other terms, conditions, and privileges of employment. Discrimination includes not making

reasonable accommodations to the known physical or mental limitations of an otherwise qualified individual with a disability, unless GINWT can demonstrate that the accommodation would impose an undue hardship on the operation of GINWT.

The following are definitions related to individuals with disabilities:

- The term “disability” means, with respect to an individual, a physical or mental impairment that substantially limits one or more of the individual’s major life activities, a record of having such an impairment, or being regarded as having such an impairment.
- “Regarded as having an impairment” is met if the individual establishes that they have been subjected to an action prohibited under the ADA or ADAAA because of an actual or perceived physical or mental impairment, whether or not the impairment limits or is perceived to limit a major life activity. This does not apply to impairments that are transitory and minor. A “transitory impairment” is an impairment with an actual or expected duration of six months or less.
- “Substantially limits.” An impairment that substantially limits one major life activity need not limit other major life activities in order to be considered a disability. An impairment that is episodic or in remission is a disability if it would substantially limit a major life activity when active. The determination of whether an impairment substantially limits a major life activity shall be made without regard to the ameliorating effects of mitigating measures.
- “Major life activities” include, but are not limited to, caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, and working. It also includes the operation of a major bodily function, including, but not limited to, functions of the immune system, normal cell growth, digestive, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine and reproductive functions.
- The term “qualified individual with a disability” means an individual with a disability who, with or without reasonable accommodation, can perform the essential functions of the employment position that the individual holds or desires. Consideration shall be given to GINWT’s judgment as to what functions of a job are essential, and if a written description has been prepared before advertising or interviewing applicants for the job, this description shall be considered evidence of the job’s essential functions.

Exceptions to definitions:

- Drug and Alcohol Abuse:

The term “qualified individual with a disability” does not include any employee or applicant who is currently engaging in the illegal use of drugs, when GINWT acts on the basis of such use, nor does it include any individual who is an alcoholic whose current use of alcohol prevents the employee from performing the duties of the job in question or whose employment, by reason of such current alcohol abuse, would constitute a direct threat to property or the safety of others.

- Direct Threat to Health or Safety:

As a qualification standard, GINWT may require that an individual shall not pose a direct threat to the health or safety of other individuals in the workplace. Although the term “physical and mental impairment” includes such contagious diseases as HIV disease (whether symptomatic or asymptomatic) and tuberculosis, an individual who by reason of such disease or infection would pose a direct threat to the health or safety of others that cannot be eliminated or reduced by reasonable accommodation or who is unable to perform the duties of the job shall not be considered a “qualified individual.”

The determination that an individual poses a “direct threat” shall be based on an individualized assessment of the individual’s present ability to safely perform the essential functions of the job. The assessment shall be based on a reasonable medical judgment that relies on the most current medical knowledge and/or on the best available objective evidence. In determining whether an individual would pose a direct threat, the factors to be considered include:

1. The duration of the risk.
2. The nature and severity of the potential harm.
3. The likelihood that the potential harm will occur.
4. The imminence of the potential harm.

### **1.3 Reasonable Accommodations**

No qualified person who has a disability shall, on the basis of the disability, be denied employment opportunities unless such person is unable perform essential functions of the desired position, with or without reasonable accommodation. GINWT intends to ensure that individuals with disabilities who are employed by GINWT, as well as persons applying for jobs, are treated fairly, and given opportunities equal to those provided to others working or seeking to work at GINWT. As such, consistent with this policy and applicable law, GINWT will make reasonable accommodations to the known physical or mental limitations of qualified applicants or employees, unless making accommodation would cause undue hardship on the operation of GINWT’s business.

### **1.4 Genetic Information Discrimination**

Title II of the Genetic Information Nondiscrimination Act of 2008 (GINA), which prohibits genetic information discrimination in employment, took effect on November 21, 2009. Under Title II of GINA, it is illegal to discriminate against employees or applicants because of genetic information. Title II of GINA prohibits the use of genetic information in making employment decisions, restricts employers and other entities covered by Title II (employment agencies, labor organizations and joint labor-management training and apprenticeship programs - referred to as "covered entities") from requesting, requiring, or purchasing genetic information, and strictly limits the disclosure of genetic information.

The EEOC enforces Title II of GINA (dealing with genetic discrimination in employment). The Departments of Labor, Health and Human Services, and the Treasury have responsibility for issuing regulations for Title I of GINA, which addresses the use of genetic information in health insurance.

### **Definition of “Genetic Information”**

Genetic information includes information about an individual’s genetic tests and the genetic tests of an individual’s family members, as well as information about the manifestation of a disease or disorder in an individual’s family members (i.e., family medical history). Family medical history is included in the definition of genetic information because it is often used to determine whether someone has an increased risk of getting a disease, disorder, or condition in the future. Genetic information also includes an individual's request for, or receipt of, genetic services, or the participation in clinical research that

includes genetic services by the individual or a family member of the individual, and the genetic information of a fetus carried by an individual or by a pregnant woman who is a family member of the individual and the genetic information of any embryo legally held by the individual or family member using an assisted reproductive technology.

### **Discrimination Because of Genetic Information**

The law forbids discrimination on the basis of genetic information when it comes to any aspect of employment, including hiring, firing, pay, job assignments, promotions, layoffs, training, fringe benefits, or any other term or condition of employment. *An employer may never use genetic information to make an employment decision because genetic information is not relevant to an individual's current ability to work.*

### **Harassment Because of Genetic Information**

Under GINA, it is also illegal to harass a person because of their genetic information. Harassment can include, for example, making offensive or derogatory remarks about an applicant or employee's genetic information, or about the genetic information of a relative of the applicant or employee. Although the law doesn't prohibit simple teasing, offhand comments, or isolated incidents that are not very serious, harassment is illegal when it is so severe or pervasive that it creates a hostile or offensive work environment or when it results in an adverse employment decision (such as the victim being fired or demoted). The harasser can be the victim's supervisor, a supervisor in another area of the workplace, a co-worker, or someone who is not an employee, such as a client or customer.

### **Retaliation**

Under GINA, it is illegal to fire, demote, harass, or otherwise "retaliate" against an applicant or employee for filing a charge of discrimination, participating in a discrimination proceeding (such as a discrimination investigation or lawsuit), or otherwise opposing discrimination.

### **Rules against Acquiring Genetic Information**

It will usually be unlawful for a covered entity to get genetic information. There are six narrow exceptions to this prohibition:

- Inadvertent acquisitions of genetic information do not violate GINA, such as in situations where a direct supervisor overhears someone talking about a family member's illness.
- Genetic information (such as family medical history) may be obtained as part of health or genetic services, including wellness programs, offered by the employer on a voluntary basis, if certain specific requirements are met.
- Family medical history may be acquired as part of the certification process for FMLA leave (or leave under similar state or local laws or pursuant to an employer policy), where an employee is asking for leave to care for a family member with a serious health condition.
- Genetic information may be acquired through commercially and publicly available documents like newspapers, as long as the employer is not searching those sources with the intent of finding genetic information or accessing sources from which they are likely to acquire genetic information (such as websites and online discussion groups that focus on issues such as genetic testing of individuals and genetic discrimination).

- Genetic information may be acquired through a genetic monitoring program that monitors the biological effects of toxic substances in the workplace where the monitoring is required by law or, under carefully defined conditions, where the program is voluntary.
- Acquisition of genetic information of employees by employers who engage in DNA testing for law enforcement purposes as a forensic lab or for purposes of human remains identification is permitted, but the genetic information may only be used for analysis of DNA markers for quality control to detect sample contamination.

### **Confidentiality of Genetic Information**

It is also unlawful for a covered entity to disclose genetic information about applicants, employees, or members. Covered entities must keep genetic information confidential and in a separate medical file. (Genetic information may be kept in the same file as other medical information in compliance with the Americans with Disabilities Act.) There are limited exceptions to this non-disclosure rule, such as exceptions that provide for the disclosure of relevant genetic information to government officials investigating compliance with Title II of GINA and for disclosures made pursuant to a court order.

### **1.5 Sexual Harassment**

GINWT acknowledges and wishes to emphasize that it is unlawful to sexually harass an employee in the workplace or to retaliate against an employee either for filing a sexual harassment complaint or for cooperating in a sexual harassment investigation. GINWT will not tolerate sexual harassment of any kind. All employees must avoid offensive or inappropriate sexual behavior. All employees are responsible for assuring that the workplace is free from sexual harassment at all times.

Complaints of sexual harassment will be promptly and carefully investigated, and all employees are assured they will be free from any and all reprisal or retaliation for filing such complaints.

The Director of Workforce Development or Human Resources Manager will interview all relevant persons including the complainant, the accused and other potential witnesses. Employees are assured that the privacy of the complainant and the person accused of sexual harassment will be kept confidential to the fullest extent possible.

Sexual harassment is defined as unsolicited, unwanted, or unwelcomed sexual advances, requests for sexual favors and/or other verbal, graphic, digital or physical conduct of a sexual nature (including sexually explicit language, jokes etc.) where:

1. Submission to such conduct is either an express or implied term or condition of employment.
2. Submission to or rejection of such conduct is used as a basis for an employment decision affecting the harassed person.
3. The conduct has the purpose or effect of substantially interfering with an affected person's work performance or creating an intimidating, hostile or offensive work environment.

Sexual harassment may include explicit or implied sexual propositions, sexual innuendos, suggestive comments, sexually oriented "kidding" or "teasing," practical jokes, jokes about gender-specific traits, foul or obscene language or gestures, displays of foul or obscene printed or visual material and physical conduct such as patting, pinching, or brushing against another's body. Such conduct is strictly prohibited.

Sexual harassment will not be tolerated under any circumstance. It is the policy of GINWT to strictly prohibit any conduct which constitutes sexual harassment and to discipline any employee who has engaged in such conduct. Disciplinary action may result in adverse personnel action, up to and including terminations, even if such conduct constitutes a “first offense.”

It is the responsibility of management to create an atmosphere free of sexual harassment. It is the responsibility of each employee to respect the rights of fellow employees. All employees of GINWT shall receive training relating to sexual harassment as part of employee orientation.

Vendors, contract employees and others employed by businesses doing business with and/or for GINWT who are found to have violated this policy subject themselves to termination of their services and/or other appropriate action.

Any employee who feels that they have encountered, experienced, or witnessed sexual harassment should immediately report the incident(s) in writing to their direct supervisor and the Director of Workforce Development or the Human Resources Manager. GINWT forbids retaliation against anyone who has reported alleged sexual harassment. Human Resources will process all complaints of sexual harassment and will be responsible for coordinating all investigations.

The Director of Workforce Development will make a determination of whether a reasonable basis exists to believe that sexual harassment has occurred. If such reasonable basis exists, the Director of Workforce Development will take appropriate action, which may include termination of the harasser even if this is found to be a “first offense.” To the extent practicable, GINWT will keep complaints of sexual harassment and the terms of the resolution of the complaint as confidential as possible.

### **1.6 Anti-Harassment Policy**

It is the policy of GINWT to maintain a working environment, which encourages mutual respect, promotes congenial relationships between employees, and is free from all forms of harassment of any employee or applicant for employment by anyone, including officers, managers, co-workers, vendors, or clients. While GINWT expects each of its employees to act with professionalism, using appropriate language and tone, GINWT seeks to provide a forum for reporting and obtaining redress for conduct that goes beyond mere rudeness. Harassment in any manner or form is expressly prohibited and will not be tolerated by GINWT. For purposes of this policy, the term “harassment” includes unwelcome slurs, jokes, verbal, graphic or physical conduct, or discrimination relating to an individual’s race, religion, sex, sexual orientation, age, national origin, or disability.

All reported or suspected occurrences of harassment will be promptly and thoroughly investigated. Where harassment is determined to have occurred, GINWT will immediately take appropriate disciplinary action, including written reprimands, suspension, transfer, and/or termination.

In the event of harassment by a client or vendor or an employee thereof, GINWT will remove the complainant from contact with the alleged harasser and immediately notify the client representative with whom the company has a relationship of the allegation and request action related thereto.

GINWT will not permit or condone any acts of retaliation against anyone who files harassment complaints or cooperates in the investigation.

### **1.6a Complaint Process**

While it is not a requirement under this policy, GINWT encourages individuals who believe they are being subjected to harassment to promptly advise the offender that their behavior is unwelcome and request that it be discontinued. An individual may prefer to immediately pursue the matter through GINWT's complaint process.

Individuals, who believe they have been the victims of conduct prohibited by this policy, or who have witnessed such conduct, should promptly report their concerns in writing to their direct supervisor and the Director of Workforce Development.

GINWT will promptly and diligently investigate any reported allegations of harassment or discrimination. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge.

The matters within such investigation will be maintained by GINWT as confidential to the fullest extent practical and allowed by law.

Retaliation against an individual for reporting harassment or discrimination, or for participating in an investigation of a claim of harassment or discrimination itself, will be subject to disciplinary action, including written reprimands, suspension, transfer, and/or termination. As such, acts of retaliation should likewise be immediately reported in writing to the employee's direct supervisor and the Director of Workforce Development or the Human Resources Manager. The Director of Workforce Development or Human Resources Manager will promptly and diligently investigate any reported allegations of retaliation.

False and malicious complaints of harassment, discrimination, or retaliation may be the subject of appropriate disciplinary action.

### **1.7 Employee Classifications**

**Exempt:** employees who are exempt from requirements imposed by the FLSA (Fair Labor Standards Act) are considered "exempt" employees. Such employees are paid for their work product, not for a specific number of hours worked. It is generally understood that exempt employees will work as necessary to complete their assigned responsibilities. No overtime is paid for hours worked in excess of 40 hours per week to accomplish those tasks.

**Nonexempt:** employees who work by the hour are called "nonexempt" employees because they are covered by the provisions of the FLSA. Such employees are paid for the specific hours worked and overtime is paid after 40 hours are worked in a week. Vacation time, sick time, holiday pay or other absence time is not considered in determining whether a person has worked in excess of 40 hours in a given week.

### **1.8 Nepotism Policy**

The hiring of an employee's relative is not considered to be in the best interest of GINWT and should be avoided. **A relative is defined as the following: husband, wife, mother, father, son, daughter, brother, sister, stepfather, stepmother, stepsister, half-sister, half-brother, grandparent(s), or other person(s) residing at the same address.**

The term relative also means person who enters into, or engages in, an espoused relationship with an employee in which the two are not legally married but live together.

GINWT may at its discretion, approve the employment of cohabitants or members of the same immediate family, subject to the following conditions:

- All employees must disclose on the application and to the Human Resources Department any and all relative relationships already employed at Goodwill. Failure to do so will result in termination.
- These persons will not be permitted to work under the same manager, nor have any direct or indirect reporting relationship. Further, these persons will not be permitted to work within the same department when either has the authority to make decisions affecting the work relationship, assignment, or compensation of the other employee. No employee may coordinate, evaluate, audit the work of, or monitor the work of an individual related to or living with them.

It is the responsibility of the employee involved to report any changes in living arrangements, marital status, and relative relationships insofar as it concerns the above policy. Failure to do so is a violation of the company policy and may result in disciplinary action up to and including termination. This provision is applicable to all employees hired after the revised and adopted date of this Nepotism Policy 1.8.

### **1.9 Personal Relationship Policy**

This policy cautions employees about the potential problems posed by certain relationships. These are relationships with another GINWT employee, program participant, vendor, customer, or business partner, which could reasonably be expected to have an adverse effect to the workplace environment.

Anyone involved in a potentially fraternizing relationship is required to disclose the relationship to their direct supervisor. Based on facts, circumstances and this policy, the direct supervisor must recommend a transfer or reassignment if an available position exists. The individual with the less senior position will be considered for transfer first. If an available position does not exist for the less senior individual, it may lead to termination. Where problems or potential risks are identified, GINWT will work with the parties involved to consider options for resolving conflict.

Individuals in supervisory relationships or other influential roles are subject to more stringent requirements under the policy due to their status as role models, their access to sensitive information and their ability to influence others. The initial solution will be to make sure that the parties involved no longer work together on matters where one is able to influence the other or take action for processes such as hiring, firing, promotions, performance management, compensation decisions and financial transactions.

### **1.10 Hiring Process and Reference Checks**

It is the policy of GINWT to ensure that the recruitment of candidates and the selection of qualified individuals are handled in a uniform, consistent and non-discriminatory manner.

The purposes of reference checks is to give applicants who are competing for a job the opportunity to evidence through professional references, the qualities, characteristics and capacities brought forward from other employment or to document job related qualifications that are consistent with requirements necessary to perform the job under consideration. Background Checks are processed by the Human Resources Department of GINWT, and results are considered confidential information.

### **1.11 Immigration Regulations**

GINWT will comply with all parts of the “Immigration Reform and Control Act of 1986” (the “Act”). The Human Resources Department is responsible for verifying and maintaining both identity and work authorization documents for all employees and temporary workers. As such, GINWT, and every employee, will properly and timely complete their relevant portions of the Form I-9. GINWT will properly retain Form I-9s for all current and former employees in accordance with the Act.

### **1.12 Identification**

All employees must provide adequate documentation for the required I-9 Form. If an employee does not bring adequate forms of valid ID to the first day of new employee orientation and then fails to bring the ID(s) to the corporate office within three (3) business days, the employee must be terminated and *will not be allowed to reapply for 90 days*.

### **1.13 E-Verify**

GINWT uses E-Verify after an employee is hired to determine whether Form I-9 documentation is valid. GINWT does not use E-Verify to screen job applicants or to limit or influence the choice of documents presented for use on the Form I-9.

### **1.14 Communicable Diseases Policy**

GINWT decisions involving persons who have communicable diseases shall be based on current and well-informed medical judgments concerning the disease, the risks of transmitting the illness to others, the symptoms and special circumstances of each individual who has a communicable disease and a careful weighing of the identified risks and the available alternative for responding to an employee with a communicable disease.

Communicable diseases include, but are not limited to, measles, influenza, viral hepatitis A (infectious hepatitis), viral hepatitis B (serum hepatitis), HIV, AIDS, AIDS - related complex (ARC), leprosy, tuberculosis or any other infectious disease resulting in a widespread pandemic. GINWT may choose to broaden this definition within its best interest and in accordance with information received through the Centers for Disease Control and Prevention (CDC).

GINWT will not discriminate against any job applicant or employee based on the individual having a communicable disease. Applicants and employees shall not be denied access to the workplace solely on the grounds that they have a communicable disease. GINWT reserves the right to exclude a person with a communicable disease from the workplace facilities, programs, and functions if the organization finds that, based on a medical determination, such restriction is necessary for the welfare of the person who has the communicable disease and/or the welfare of others within the workplace.

GINWT will comply with all applicable statutes and regulations that protect the privacy of persons who have a communicable disease. Every effort will be made to ensure procedurally sufficient safeguards to maintain the personal confidence regarding persons who have communicable diseases.

**2.1 Employment At-Will**

All employment and compensation with Goodwill Industries of Northwest Texas is at-will which means that employment can be terminated with or without cause and with or without notice at any time, at the option of either GINWT or the employee, except as otherwise provided by law.

The Personnel Policies and Procedures Handbook is not a contract and does not modify an employee’s at-will status. GINWT may change these policies at its sole discretion without advance notice. An individual’s employment with GINWT is and will remain, “at will.” As an at-will employee, an individual is free to resign at any time and in the same light, GINWT is free to terminate an individual’s employment at any time, for any reason.

**2.2 Probationary Period**

The first 90 days of employment are considered a probationary period. This probationary period serves as an opportunity, to both the employee and GINWT, to evaluate each other, to determine their suitability for the job and to assess the employee’s ability to meet the essential functions of the job.

A performance evaluation will be completed by the employee’s direct supervisor on or near the end of the employee’s 90-day probationary period. This review of performance may result in an increase in compensation based on the employee’s review score. The review is based on mastery of core objectives, including adherence to assigned schedule without unexcused absences or excessive tardiness within the first 90 days of employment. In addition, this evaluation helps to determine if the employee will become a regular employee or if their employment should be terminated. Successful completion of a probationary period does not change the at will employment relationship, nor does it in any way prevent GINWT from determining that the employee should be separated from employment from GINWT in the best interest of GINWT. GINWT reserves the right to terminate employment of an employee before the expiration of the probationary period in the best interest of GINWT. Following an employee’s probationary period, the employee continues to have the right to terminate their employment at any time, with or without reason or notice, and the company continues to have the same right.

If an employee has a 90-day evaluation due during the assigned month of annual evaluation for their department, only the 90-day evaluation will be administered.

**2.3 Performance Appraisals**

Although GINWT supports an environment of on-going informal feedback, a formal performance appraisal system has been established as means for employees to develop in their careers and position with GINWT. It is an opportunity for employees to receive feedback on their progress towards performance objectives and overall success in their positions; as well as serve as a means to identify areas of needed growth and create a plan of action for improvement. Administered annually, the performance appraisal process gives GINWT the ability to continuously monitor the effectiveness of its operations, performance standards, methods and procedures.

Performance evaluations will be completed one time per year based on the following schedule:

Document Destruction	January	January 31
President & CEO, CFO, VP(s) & Directors	February	February 28
DGR Management, MIT, and ASM	February	February 28
Accounting	March	March 31
Human Resources and Health, Safety and Compliance	March	March 31
Career Resources	April	April 30
Administrative Support	May	May 31
Retail Hourly Employees	May	May 31
Operations Hourly Employees	June	June 30

**Pay or salary increases at GINWT fall into three categories:**

- Merit increases
- Promotional increases
- Special adjustments

**Annual increases**

Annual increases to the employee’s base hourly rate are awarded upon completion of an acceptable performance rating and as approved by budget allowances. Full-time, part-time, and occasional employees are eligible for annual increases after their 90-day probationary period. Under special circumstances, an employee may decline a wage increase; however, it must be approved by the Director of WFD and signature of both the employee and Director of WFD is required.

**Promotional increases**

The employee who is promoted to a higher position may receive an appropriate promotional salary adjustment effective the first pay period after assuming the new position.

**Special adjustments**

Special salary adjustments may be necessitated by unexpected general economic conditions, market conditions or other emergency reasons. These adjustments will not necessarily cause across the board changes. They may be individualized and administered on a discretionary basis.

**Criteria:**

The recently hired employee must be employed with GINWT 120 days within the assigned business quarter of their department to be eligible for an annual evaluation. If an employee has been transferred into a new department and has been with the company the required time period, they would be eligible for an evaluation and raise. If an employee has a 90-day evaluation due during the assigned month of annual evaluation for their department, only the 90-day evaluation will be administered.

**Voluntary Refusal of Compensation and/or Salary Increase**

From time-to-time, employees of GINWT may voluntarily choose to refuse compensation and/or salary increases. In these instances, GINWT will implement the following:

1. Ensure this is a conscious and voluntary decision on the employee’s part.
2. Document this decision for the employee’s official employment record.

When an employee chooses to decline or refuse a compensation/salary increase, the declination will be documented on the evaluation form and Personnel Action Form signed by employee, manager, Director, and Director of Workforce Development.

## **2.4 Performance Standards**

**Corrective Action:** A high level of job performance and professionalism is expected from each employee. In the event that an employee's job performance does not meet the standards established for the position, the employee's actions or failure to act violates company policies or procedures, or the employee's behavior is unprofessional, inappropriate, or otherwise unacceptable, corrective action may ensue. Corrective action may include, but is not limited to coaching, oral or written warnings, performance improvement plans, paid or unpaid suspension, demotion, and termination. The type and order of actions taken will be at management's sole discretion, and GINWT is not required to take any certain disciplinary action before making an adverse employment decision, including termination.

On-the-job conduct of employees is a major factor affecting the safety, productivity, and growth of the company. GINWT reserves all rights as an employer at-will in its handling of personnel. It is impossible to list all but the following are examples involving performance standards that could enact levels of discipline up to and including termination.

1. Theft of property or other acts of dishonesty, including, but not limited to, falsification of time keeping or other company documents. This includes theft of company or individual property, supplies, donations, or submitting false timesheets (hours worked).
2. Working while under the influence of alcohol, drugs (legal or illegal), and contraband substances or bringing the above mentioned onto company premises, into company-owned, leased, or rented vehicles, or onto any premises where GINWT is engaged in company business or in a company-sponsored event.
3. Insubordination.
4. Misrepresenting facts or lying to assigned supervisor or to any manager, director, or executive of GINWT.
5. Falsification or misrepresentation of company records, including but not limited to employment applications, timecards, inventory reports, invoices, driving logs, accident reports.
6. Stopping work before the time specified by the direct supervisor.
7. Concerted or deliberate work slowdown.
8. Willful abuse of company and/or customer property and resources.
9. Discourteous, violent, or abusive conduct towards customer, co-workers, or others.
10. Creating or contributing to unsanitary or unsafe work conditions.
11. Violation of company policies, rules, or supervisor directives .
12. Gambling on company property.
13. Loafing or sleeping on the job.
14. Bringing weapons or explosive devices on company property, into company-owned, leased, or rented vehicles, or onto any premises where GINWT is engaged in company business or in a company-sponsored event.

15. Failure or refusal to cooperate with company investigations or other lawful directives.
16. Excessive absenteeism or tardiness regardless of the reason.
17. Neglectful or careless actions which result in the destruction or damage of company property or endangers life.
18. The posting or removal of notices without GINWT's approval.
19. Horseplay.
20. Fighting or physical assault of someone on company premises or on any premises where GINWT is engaged in company business or in a company-sponsored event.
21. A report of any kind of abuse, neglect or exploitation of any participant that is investigated and confirmed by either the Texas Department of Protective and Regulatory Services (or agent thereof) or GINWT staff person(s) as assigned by the GINWT Human Resources Department.

**NOTE:** Any team member who is the focal point of any type of investigation will be placed on administrative leave without pay. If the team member is subsequently reinstated as a result of the investigation findings, the team member will receive back pay for the duration of the administrative leave, unless the investigation results in a disciplinary action or suspension without pay. If the team member is subsequently terminated as a result of the investigation findings or for failure to cooperate with the investigation, the team member will not receive back pay for the duration of the administrative leave.

#### **2.4a Categories of Discipline**

GINWT recognizes three categories of discipline for its employees. Some actions by an employee may fall under one or more categories of discipline. The following table includes some, but not all, examples that may require progressive discipline.

CATEGORY	DEFINITION	EXAMPLES
<p><b>Unsatisfactory Job Performance</b></p>	<p>Work-related performance that fails to meet job requirements as set out in the relevant job description, work plan, or as directed by management</p>	<p>Excessive absences or tardy; unsatisfactory work quality; insufficient quantity of work; failure to meet deadlines; untimely performance at work; poor work habits; poor judgment in business decisions; inaccuracy in work</p>
<p><b>Grossly Inefficient Job Performance</b></p>	<p>A type of unsatisfactory job performance in which the employee fails to perform job requirements as specified in a job description, work plan or as directed by management and that failure could result in:</p> <ul style="list-style-type: none"> <li>• The creation of the potential for death or serious bodily injury to an employee(s), a member(s) of the public, a person(s) over whom the employee has responsibility, OR</li> <li>• The loss of or damage to company property or funds that has a serious impact on GINWT</li> </ul>	<p>Negligence in operating equipment; acts or failures to act in the workplace that contribute to the harm to individuals or property; work which results in non-payment of GINWT's fiscal obligations; intentional disruption of GINWT's computer system, unauthorized modification, disclosure, or damage of GINWT computer system and/or improper access to GINWT computer files and system; loss of revenue, accrual of penalties or other substantial costs to the GINWT.</p>
<p><b>Unacceptable Personal Conduct</b></p>	<p>Conduct for which no reasonable person should expect to receive prior warning. Such conduct may include but is not limited to gossiping, creating a hostile or negative environment; personal conduct that disrupts work or the work environment, jeopardizes the safety of persons or property or creates other serious problems.</p>	<p>Insubordination (refusing to accept or perform a reasonable and proper assignment from an authorized manager); violating the Code of Ethics; misrepresenting facts or lying to a supervisor, director, or executive; job abandonment; harassment (sexual, physical, visual, or verbal); reporting to work under the influence of drugs or alcohol; possessing or using drugs or alcohol on the job; stealing, knowingly misusing, or negligently misappropriating GINWT property, funds, or other resources or those of other employees or customers, including theft of time; violating GINWT policies and procedures; violating state, federal, or local law.</p>

## **2.5 Resignation**

A resignation is considered a voluntary termination, a written notification that the employee will no longer work for GINWT.

Both exempt and nonexempt employees are required to give two weeks' written notice of their intention to resign from GINWT. This written notice should be given to the direct supervisor who will notify their Director and the Human Resources Department. Accrued vacation time may not be used after resignation notice is submitted. Sick leave will not be approved during resignation notice period without medical certification. Failure to provide such notice will result in the employee forfeiting unused vacation pay and becoming ineligible for rehire.

Upon receipt of a properly provided two weeks' written notice, or any time thereafter, GINWT may elect to accept a resignation and may not require the employee to work through the notice date provided in the resignation letter. Under these circumstances, all unused, accrued vacation time will be paid out on the final check for that employee. Accrued and unused sick time will not be paid upon separation from the company.

If an employee is participating in the company's medical and/or dental benefits program, information will be provided to them on how to continue said insurance under COBRA.

Company letters of recommendation are provided only at the discretion of the President & CEO.

## **2.6 No Call No Show (Job Abandonment)**

Employees who do not show up for work according to the assigned schedule must give a satisfactory explanation to the manager within 24 hours of their missed start time. Documentation may be required. Without approval from a director, VP DGR, or the President and CEO, a *No Call No Show* will be considered a voluntary resignation. Texting is not an approved method of communication for an absence.

## **2.7 Termination**

GINWT may terminate an individual's employment at will or may discontinue its relationship with the employee for unsatisfactory job performance, grossly inefficient job performance, unacceptable personal conduct, other items discussed in this handbook, or any other reason the company deems to be in the best interest of GINWT.

GINWT is not required to give advance notice or wages in lieu of notice when terminating an employee.

If an employee is terminated, they will not be eligible for re-employment with GINWT, and they will not be paid for their unused accrued vacation or sick time.

If an employee is participating in the company's medical and/or dental benefits program, information will be provided to them on how to continue coverage under COBRA.

## **2.8 Reduction in Force**

Due to economic reasons or change in the business direction of GINWT, there may be times when a reduction in personnel may be required. Should an individual's employment end because of this reason, it will be considered an involuntary separation of employment. All unused, accrued vacation will be paid out on the final check for employees who are affected by a reduction in workforce.

An individual who is re-hired from a layoff or position elimination within a one-year period may have seniority related benefits re-instated. The employee will not accrue paid time off benefits during the lay-off period.

If an employee is participating in the company's medical and/or dental benefits program, information will be provided to the employee on how to continue coverage under COBRA.

### **2.9 Return of Company Property**

All keys and other company issued property should be returned on last day of work and prior to the release of the employee's final check. This includes items such as employee badges, safety equipment, cell phones, company issued/paid uniforms, company credit cards, company electronic devices, and any other company property. If there are any unpaid obligations, or the above company items are not returned, the employee's final paycheck will be deducted the replacement cost for said items. Failure to return keys within four hours of separation of employment will result in payroll deduction for cost of re-keying with a maximum fee of \$150. By signing the Acknowledgment of Receipt of this Employee Handbook, the employee is providing written authorization to GINWT to make the payroll deductions as described under this section. Final paychecks will be mailed to the most recent address as provided by the employee.

### **2.10 Drug Testing of Employees**

GINWT has maintained a policy to prohibit drug and alcohol use in the workplace. Initial, random, and ongoing mandatory drug screening will take place for all Document Destruction employees due to the department's certification requirements, as well as any other GINWT employee whose essential job functions include driving a motor vehicle or the operation of heavy machinery. For the employee's reference, GINWT's "Policy and Procedures on Alcohol and Drug Use" is attached to this handbook as an addendum.

1. Post-accident drug and alcohol testing will be required. The employee will be sent to a facility that conducts on-site drug and/or alcohol testing services.
2. Reasonable suspicion testing is based on the belief that an employee is using or has used drugs and/or alcohol in violation of the company's policy. The suspicion may be drawn from specific objective facts and reasonable inferences drawn from those facts in light of experience.
3. Direct supervisors are to contact the Director of WFD or the Human Resources Manager. Any employee that refuses to submit to a reasonable drug test will be terminated.
4. The direct supervisor will make arrangements for the employee's transportation to the medical facility. Under no circumstances should the employee drive themselves. If the employee leaves GINWT's premise driving a vehicle, the police or sheriff's office will be immediately notified and the individual's employment will be terminated, effective immediately.

### **2.11 Promotions and Transfers**

It is the policy of Goodwill Industries of Northwest Texas to attempt to promote from within. Open positions are generally posted internally, and a weekly "Current Job Vacancies Report" is prepared by Human Resources and sent to management. Job openings are posted on GINWT's website at [www.goodwillnwtexas.org](http://www.goodwillnwtexas.org).

Hourly employees, who believe they meet the minimum qualifications of a posted job, have successfully completed the 90-day probationary period, and are currently in good standing with the company are encouraged to talk to their supervisor. Employees must submit a Transfer Request Form before pursuing other opportunities within the company. Contact Human Resources for a copy of the form. Approval from both current and hiring manager must be submitted to the appropriate director for review. Prior to a promotion or transfer-being offered, the direct supervisor posting the position will contact the President & CEO and current director for final approval.

Promotions may involve an increase in compensation and/or benefits. The increase, if applicable, will begin on the first day of the pay period closest to the date of the promotion.

Exempt employees with six months of service and with good performance may apply for another position within GINWT. All exempt employees with less than six months of service must obtain prior approval from their current direct supervisor before applying for another position within the organization.

In order to meet the needs of the business, Goodwill reserves the right to transfer employees within 20 miles of their current assigned work location.

Please note that certain positions at GINWT are funded through grants provided by private foundations and/or government agencies. A grant funded position will be subject to restrictions outlined in the grant.

### **2.12 Personal Business**

It is the policy of GINWT to be as understanding as possible of each employee's personal needs; however, personal business should not interfere with the course of a business day. An employee's personal business should be taken care of during time off or on authorized breaks from work. Personal calls and cell phone usage should be limited in occurrence and length of call. Internet usage may be monitored. The employee's direct supervisor will be responsible for assuring time spent on personal activities is not interfering with the individual's work assignments.

For safety and insurance reasons, family and friends are not permitted to enter restricted areas of a store, donation center, or warehouse or to ride in a company truck designated for the transfer of merchandise.

Any violation of this policy will be grounds for disciplinary action up to and including termination of employment from GINWT.

### **2.13 Anti-Theft Policy**

GINWT maintains a "zero tolerance" policy regarding theft. GINWT's property may not be removed from company premises without prior approval from executive management.

Theft, stashing goods, misappropriations of GINWT property, cash register shortages, underpricing or not ringing up merchandise correctly will not be tolerated. Any theft, stashing or misappropriation will be grounds for immediate termination and may cause the company to bring criminal charges against the employee.

Furthermore, employees are required to inform a member of management or Human Resources if they witness any theft, stashing or misappropriation of GINWT property.

Failure to report theft, stashing or misappropriation of GINWT property will be grounds for disciplinary action up to and including termination of employment from GINWT.

### **2.13a Theft of Time**

Employees are responsible for their own time by assuring that they clock themselves in and out on their scheduled shifts, including lunch break. Employees must accurately submit time corrections to their direct supervisor. Failure to work while on the clock is considered theft of time as well. Requesting that another employee perform timekeeping functions on another employee's behalf or attempting to carry out such request on behalf of another employee, is considered a violation of the organization's Ethical Principles of Integrity (outlined in Code of Ethics). Any violation of this policy will be grounds for disciplinary action up to and including termination of employment from GINWT.

### **2.14 Use Your Voice**

Goodwill Industries of Northwest Texas has an Employee Hotline and an email address for any employee to report concerns anonymously. Honesty, respect, and integrity are very important to GINWT. By utilizing the hotline, employees are helping to promote a safe and positive work environment. This is a responsible and anonymous way to report any concerns.

Employee Hotline	806-224-1348
Email address:	<a href="mailto:complaints@ginwtx.org">complaints@ginwtx.org</a>

### **2.14a Whistleblower**

#### **Purpose**

GINWT is committed to high standards of ethical and moral business conduct. In line with this commitment and GINWT's commitment to open communication, this policy aims to provide an avenue for employees to raise concerns and reassurance that they will be protected from reprisals or victimization for whistleblowing. Additionally, it is the intent of GINWT to adhere to all laws and regulations that apply to the Organization. The underlying purpose of this Policy is to support the Organization's goal of legal compliance and to support all employees as necessary to achieving compliance with various laws and regulations.

This policy is designed to enable employees of GINWT to raise concerns internally and at a high level and to disclose information which the individual believes shows malpractice or impropriety. These concerns could include:

- Financial malpractice or impropriety or fraud
- Failure to comply with a legal obligation or Statutes
- Dangers to Health & Safety or the environment
- Criminal activity
- Improper conduct or unethical behaviour
- Attempts to conceal any of these

It should be emphasized that this policy is intended to assist individuals who believe they have discovered malpractice or impropriety. It is not designed to question financial, or business decisions taken by the Organization, nor should it be used to reconsider any matters which have already been addressed under harassment, complaint, disciplinary, or other procedures. Once the “whistleblowing” procedures are in place, it is reasonable to expect staff to use them rather than air their complaints outside the Organization.

### **Protection**

This policy is designed to offer protection to those employees of GINWT who disclose such concerns provided the disclosure is made:

- In good faith; and
- In the reasonable belief of the individual making the disclosure that it tends to show malpractice or impropriety and if they make the disclosure to an appropriate person (see below). It is important to note that no protection from internal disciplinary procedures is offered to those who choose not to use the procedure. In an extreme case, malicious or wild allegations could give rise to legal action on the part of the persons complained about.

### **Retaliation, Harassment, or Victimization**

GINWT will not retaliate against employees who disclose or threaten to disclose to a supervisor or a governmental or regulatory entity any activity, policy, or practice of GINWT that the employee reasonably believes is in violation of a law, rule, or regulation. Retaliation, harassment, or victimization for reporting concerns under this policy will not be tolerated.

### **Confidentiality**

GINWT will treat all such disclosures in a confidential and sensitive manner. The identity of the individual making the allegation may be kept confidential so long as it does not hinder or frustrate any investigation. However, the investigation process may reveal the source of the information and the individual making the disclosure may need to provide a written statement as part of the evidence required.

### **Anonymous Allegations**

This policy encourages employees to put their names to allegations because appropriate follow-up questions and investigation may not be possible unless the source of the information is identified. Concerns expressed anonymously will be explored appropriately, but consideration will be given to:

- The seriousness of the issue raised;
- The credibility of the concern; and
- The likelihood of confirming the allegation from attributable sources.

### **Untrue Allegations**

If an individual makes an allegation in good faith, which is not confirmed by subsequent investigation, no action will be taken against that individual. In making a disclosure, the individual should exercise due care to ensure the accuracy of the information. If, however, an individual makes malicious allegations, and particularly if he or she persists with making them, disciplinary action may be taken against that individual.

## Procedure

Employees who have a complaint with respect to any of the concerns listed above, or violations of any other state or federal laws or policies of the Organization are strongly encouraged to report such a complaint or concern in writing to the Director of Workforce Development prior to submitting any complaint, charge, or concern about GINWT to any government or regulatory entity, and prior to instituting any arbitration or litigation against GINWT. GINWT has an open-door policy and welcomes the opportunity to address and rectify all employee concerns or complaints.

### **1. Process for Raising a Concern**

**Reporting** - The whistleblowing procedure is intended to be used for serious and sensitive issues. Such concerns, including, but not limited to those relating to financial reporting, unethical, or illegal conduct, may be reported directly to:

**Director of Workforce Development**  
**c/o Goodwill Industries of Northwest Texas**  
**715 28th Street**  
**Lubbock, TX 79404**  
**806-224-1348**  
[complaints@ginwtx.org](mailto:complaints@ginwtx.org)

Employment-related concerns should continue to be reported through your normal channels such as your supervisor, or as otherwise provided in this Handbook.

**Timing** - The earlier a concern is expressed, the easier it is to take action. As such, employees are encouraged to make a report under this policy immediately or as promptly as possible.

**Evidence** - Although the employee is not expected to prove the truth of an allegation, the employee should be able to demonstrate to the person contacted that the report is being made in good faith.

### **2. How the Report of Concern will be Handled**

The action taken by GINWT in response to a report of concern under this policy will depend on the nature of the concern. GINWT shall receive information on each report of concern and follow-up information on actions taken.

**Initial Inquiries** - Initial inquiries will be made to determine whether an investigation is appropriate and the form that it should take. Some concerns may be resolved without the need for investigation.

**Further Information** - The amount of contact between the complainant and the person or persons investigating the concern will depend on the nature of the issue and the clarity of information provided. Further information may be sought from or provided to the person reporting the concern, except in circumstances where GINWT reasonably believes that there is a direct threat to the health or safety of any individual, GINWT will, within a reasonable time of at least **fifteen (15) business days**, investigate, correct, and rectify the alleged unlawful activity.

### **3.1 Hours of Work**

Due to the nature of GINWT's business, schedules may vary. Nonexempt employees are required to work the hours scheduled by their direct supervisor. Departmental schedules are determined by the needs of the department and may extend beyond the normal business hours for that location. An employee's direct supervisor is responsible for notifying the employee of any changes made to their schedule. Nonexempt employees are encouraged to check their schedules on a daily basis for changes.

### **3.2 Employment Status Definitions**

For purposes of payroll and benefits distribution, the following definitions have been established:

- Full-time (FT): A minimum of 30 hours per workweek.
- Part-time (PT): Less than 30 hours per workweek averaged over a rolling six-month period.
- Occasional Time: less than 20 hours per workweek averaged over a rolling six-month period.

### **3.3 Overtime**

Overtime pay is paid to nonexempt employees based on all hours worked over 40 hours per workweek. Overtime pay is one and one-half (1 ½) times the employee's regular hourly rate. Eligible, non-exempt employees will be paid the overtime rate after 40 hours worked in a workweek. Vacation, sick time, holiday pay, jury duty or bereavement time off are not considered in the "hours worked" calculation.

Employees must obtain express verbal consent from their direct supervisor before any overtime is worked. Overtime worked without the express verbal approval of their direct supervisor is considered unauthorized overtime. Unauthorized overtime worked by an employee must be paid at the rate of time and a half; however, the employee may be subject to disciplinary action up to and leading to termination for insubordination or failure to follow policies and procedures.

An employee's direct supervisor may change an individual's schedule to limit their daily or weekly work hours in order to reduce the amount of overtime worked. However, hours will not be reduced to impact benefit eligibility.

### **3.4 Lunch and Breaks**

Full-time, nonexempt (hourly) employees will normally be granted an unpaid lunch period, scheduled near the middle of each workday. When provided, an employee's lunch break will be 30 minutes or an hour depending on the employee's classification, taken at the convenience of the department or store.

Two 15-minute breaks may also be granted to full-time, nonexempt employees. Usually, one break is provided in the morning and the other break in the afternoon. These breaks, if provided, are paid time scheduled at the convenience of the department or store. Employees are not allowed to leave the premise on breaks.

Part-time, nonexempt employees who work more than four (4) hours, may be granted a break. If granted, the break will be 15 minutes in length and will be a paid break. Part-time employees who work six (6) or more hours during one shift will receive one 15-minute paid break (if work allows) and a 30-minute, unpaid lunch break. Paid breaks are at the discretion of management.

### **3.5 Absenteeism and Tardiness**

Team members (including individuals assigned to light duty) are expected to report to work on time, at scheduled hours and on a regular basis. Unsatisfactory attendance, for whatever reason, will generally result in disciplinary action up to and including termination of employment. Poor attendance has an adverse impact on consideration for promotions and reassignments. An excused absence must be approved by the team member's immediate supervisor. Unexcused tardy arrivals may result in disciplinary action, up to and including termination of employment.

Team members who will be absent for any reason must notify their supervisor or department lead as far in advance as possible of their starting time. The notice should be given at least two hours BEFORE the assigned starting time, except in a bona fide emergency. The reason for being absent must be given as well as the anticipated date for the team member's return to work. The team member must personally notify their supervisor or department lead of the absence, except in a bona fide emergency. Text messaging is not an acceptable method of contact. If an employee is unable to reach the direct supervisor, the employee must call the location and speak to the manager on duty.

1. Team member's failure to show up for work or call their direct supervisor will be considered job abandonment and a voluntary resignation.
2. Team member's failure to return to work on their anticipated date for return after an absence, without proper call in and approval, will generally result in disciplinary action up to and including termination.
3. GINWT may require a team member to provide a doctor's note at the discretion of the direct supervisor.
4. Leaving the job site and not returning prior to the conclusion of the scheduled shift, without first receiving permission from the supervisor, may result in disciplinary action up to and including termination.

NOTE: Notwithstanding these general guidelines, GINWT may take into account all circumstances that it considers relevant in any given case and impose discipline outside of guidelines as appropriate in its sole discretion.

### **3.6 Payroll Cycle**

GINWT pays employees on a bi-weekly schedule, every other Friday. Payments will be made either by paper check or direct deposit. Employees are responsible for their own time by assuring that they clock in and out on their scheduled shifts and for lunch breaks, if given.

### **3.7 Direct Deposit**

GINWT offers direct deposit to all employees and participation is strongly encouraged. Employees can begin direct deposit at any time during their employment. Employees can make one direct deposit change per pay period. The request will require two weeks for processing and bank verification; or in other words, approximately one pay period to be processed once the information has been sent to Human Resources. Please contact Human Resources for the required forms.

### **3.8 Garnishments**

There may be times when the payroll department is required by court of law to garnish an employee's full or partial paycheck. It is the court's responsibility to communicate this information to the employee. If the garnishment will be taken out on a regular basis, a small administrative fee (per federal guidelines) will be assessed.

### **3.9 Payroll Deductions**

Payroll deductions for Social Security, Medicare, and Federal Withholding Tax (SSI, Med and SSI) are required by law in an amount specified by the Federal Government. Additional deductions such as medical and dental insurance contributions, retirement contributions or other contributions are payroll deducted for the employee's convenience.

### **3.10 Salary and Confidentiality**

Salary information will be held in strictest confidence by GINWT administration. Salary information will not be disclosed to outside entities without written permission from the employee. Authorization forms can be requested from Human Resources.

### **3.11 Errors in Pay**

GINWT intends to fully comply with all obligations regarding fair wages, minimum wages, overtime and other laws and regulations regarding payment to its employees. Specifically, it is the intent of GINWT to comply with the Fair Labor Standards Act and the regulations governing the same. If an employee believes that there is an error in their pay or overtime, GINWT wants the employee to immediately bring such matters to its attention. The employee should feel free to contact their immediate supervisor with regard to such errors.

Alternatively, the employee is welcomed and encouraged to bring such matters to the attention of the accounting department to report errors, as well. Once GINWT has had an opportunity to review an employee's pay, appropriate adjustments will be made. If management fails to turn in the authorization form (gold form) for the employee, the company will issue a manual check. If the employee fails to turn in the proper forms by the payroll deadline the adjustments will be made to the next payroll check.

In the event of a lost paycheck, GINWT will issue a stop payment and cover the fees associated with the transaction. After two (2) incidents, GINWT will charge any additional transaction fees for a stop payment to the employee.

### **3.12 Offset Policy**

GINWT understands that from time to time the employee may use unaccrued vacation or receive overpayments due to clerical errors. By acknowledging this manual, all employees expressly authorize GINWT to offset such sums against wages due to the employee in the next scheduled pay period or, in the event of separation of employment, in the employee's final paycheck.

### **3.13 Inclement Weather & Emergency Closings**

Goodwill will remain open in all but the most extreme circumstances. Unless an emergency closing is announced, all employees are expected to report to work. Employees will be notified through a text messaging alert system of closure at least one and a half (1½) hours prior to opening or delays.

#### **Designation of Emergency Closing**

Only by the authorization of the President & CEO will the company cease operations due to emergency circumstances. If severe weather conditions develop during working hours, it is at the discretion of the President and CEO to release employees. Employees will be expected to remain at work until the appointed closing time, or until they are released as their supervisor evaluates the need of the business.

#### **Procedures During Closings**

If weather or traveling conditions delay or prevent an employee from reporting to work, they should notify their immediate supervisor as soon as possible. Notification should be made by a telephone conversation directly with the supervisor.

An employee who is unable to report to work due to severe weather conditions may take the day off without pay or use available vacation accruals with the timely submission of an approved Gold Form. Employees should be aware that schedules may be adjusted following business closures.

#### **Pay & Leave Practices**

When a partial or full-day closing is authorized, the following pay and vacation practices apply:

- **Nonexempt (hourly) employees** may be told to stay home or be sent home.
  - If a location opens and then closes later in the same day, nonexempt (hourly) employees will be paid for their full, scheduled shift if they are still on the clock when the closure was announced.
  - If business is closed for an entire business day(s), hourly employees will have the option of receiving the day(s) off without pay or may use available vacation accruals with the timely submission of an approved Gold Form.
- **Exempt (salaried) employees will** be paid in accordance with FLSA guidelines.

#### **Other Work Options**

The President & CEO may approve requests for employees to temporarily work from home, if doing so allows completion of work assignments, and is appropriate for the position.

#### **4.1 Benefits Disclaimer**

GINWT has established an employee benefits program designed to assist its employees and their eligible dependents in meeting the financial burdens that can result from illness and disability and to help them plan for retirement. This portion of the Employee Handbook contains a very general description of the benefits to which employees of Goodwill Industries of Northwest Texas may be entitled. This general explanation is not intended to, and does not, provide the employee with all the details of the benefits plan. To the extent to which this Handbook is inconsistent with the official plan documents, the provisions of the official plan documents will govern in all cases. Benefits may be changed, modified or terminated as deemed appropriate.

#### **4.2 Eligibility Requirements for Benefits**

All full-time employees are eligible to enroll for benefits on the 60<sup>th</sup> day of employment, with the exception of retirement enrollment. Elected benefits will become effective the first day of the following month.

An employee who moves from part-time status to full-time status will be eligible to enroll for benefits on the 60<sup>th</sup> day from the effective date of the status change. Elected benefits will be effective on the first day of the following month.

#### **4.3 Insurance Programs**

GINWT offers benefits that give eligible employees the chance to tailor coverage to their own family, medical, and financial situations. Employee benefits are an important source of security for today and the future; it is important to understand the available benefit choices and coverage and to know how to get answers when needed.

Questions regarding health insurance coverage, premium rates and effective dates can be directed to Human Resources. Eligibility, premium rates and insurance carriers are subject to change. Employees will be notified when and if changes occur. Detailed information on benefit plans is available from Human Resources. All statements of coverage are subject to the terms, conditions, restrictions and other eligibility requirements set forth in the plan document, which is the final word on benefits and coverage. GINWT reserves the right to modify, amend or terminate any benefit plan at any time.

All insurance benefits deductions are taken from gross earnings (pretax), with the exception of deductions for the Roth IRA, which is deducted post-tax within Federal guidelines. For a complete list of insurance benefit offerings and costs, contact Human Resources.

#### **4.4 Medical Insurance**

GINWT offers basic medical insurance and pays a portion of the monthly medical premium cost for eligible employees.

Other medical insurance options have enhanced benefits. Employees who choose one of these options with enhanced benefits will pay the rate difference.

Employees may elect and pay 100% of the premium for eligible dependents (spouse, children, stepchildren) to be covered under this plan.

#### **4.5 Dental and Vision Insurance**

GINWT makes one dental program and one vision program available for optional participation. Employees are eligible for such program(s) on their 61st day of employment. The rates are negotiated by the company on behalf of eligible employees, but the company does not pay for the premiums. Even though the employee is responsible for the cost for themselves and any eligible dependents, GINWT administers the plan and takes the authorized deductions out of the employee's paycheck if they elect to participate.

#### **4.6 Life Insurance**

GINWT provides a basic life policy for all active full-time employees.

- Full-time nonexempt (hourly) employees receive \$10,000 basic life policy.
- Exempt (salaried) employees receive a \$25,000 basic life policy.

GINWT employees may purchase voluntary supplemental life insurance through the designated carrier. Contact Human Resources to learn more about these life insurance programs.

#### **4.7 Retirement Savings Plan**

GINWT encourages employees to save for their future. GINWT offers a 401(k) plan for all employees (full and part-time) to save for their retirement using pretax dollars. Enrollment dates for this plan are January 1 and July 1 following six months of service. Human Resources can provide detailed information and guidelines on the program. GINWT reserves the right to modify, amend or terminate this benefit at any time.

#### **4.8 COBRA and Conversion Rights**

If an employee no longer meets the qualifications of an active full-time employee and is not on an approved FMLA or military leave, or the employee no longer works for GINWT, the employee will not be eligible to continue participating in the medical, dental, vision and/or life insurance programs. Coverage under these plans will end the last day of the month the employee's event occurred.

Medical, dental, and vision coverage for eligible employees may be continued under COBRA and the employee has the right to convert their life insurance policy into an individual, personal policy. Dependents that lose dependent status are also eligible to continue coverage under COBRA. Human Resources is responsible for notifying eligible participants of their rights under the Consolidated Omnibus Reconciliation Act (COBRA). COBRA regulations entitle the employee to a continuation of health insurance benefits at the group rate plus an administrative fee. More details will be provided to the employee if/when they become eligible for COBRA.

For any questions an employee might have regarding COBRA or conversion rights, please contact the Human Resources Department.

#### **4.9 Employee Purchases**

After a 90-day probationary period, employees are eligible for a 30% discount on merchandise purchased at GINWT stores.

Excluded from the employee discount are:

- Purchases at the Pound Store
- Purchases at the Showroom
- Purchases through E-Commerce
- Purchase of new goods

The discount is available to employees only. *This discount privilege is not transferable to relatives or friends and is not to be used for merchandise resale purposes.*

An employee must present their company issued id badge to receive the discount. Employee purchases are to be transacted through the store manager or the direct supervisor on duty. Employees may not hold, set aside, or stash merchandise in the store, processing area or other areas of the facility. DGR employees are not allowed to shop the stores they are assigned to work, nor are they allowed to shop at other locations while on lunch or break. Administrative staff cannot shop at any retail location (including E-Commerce) during normal business hours, Monday-Friday, 8:00 am – 5:00 pm. Any violation of this policy will be grounds for disciplinary action up to and including termination of employment.

#### **4.10 Holidays**

Full-time and part-time nonexempt employees are eligible for paid holidays after their first 90 days of employment. Paid holidays are paid in increments of hours as applicable to the average number of hours worked per day. In order to be eligible for holiday pay, an employee must work their last scheduled day before and their first scheduled day after the holiday, unless prior arrangements have been made with the direct supervisor.

GINWT observes the following paid holidays but may be subject to change for business reasons:

New Year's Day	Independence Day	Thanksgiving Day
Memorial Day	Labor Day	Christmas Day

**One Floating Holiday** will be awarded each calendar year with the submission of an approved and timely Gold Form. The floating holiday may not be added to a GINWT scheduled holiday and will be approved based on the needs of the business.

No employee is eligible for paid holiday time until after their 90-day probationary period has been completed.

**Easter** is an unpaid holiday. All locations are closed in observance of the holiday.

#### **4.11 Vacation Time**

GINWT recognizes that leaves from work are needed to attend to personal matters, i.e., relaxation and family matters. Paid vacation and sick time begin to accrue on the date of hire; however, the employee is not eligible to use vacation or sick accruals until the 90-day probationary period is completed.

Part-time employees hired on or after March 1, 2015 (29 hours and under) will not be eligible for vacation time. This change was made in order to facilitate new benefits such as the retirement plan. Part-time employees hired before March 1, 2015, will continue to accrue paid vacation.

- Exempt employees may utilize vacation in full day increments.

The use of vacation time is used to cover absences due to vacation, illness, appointments, or other personal reasons. Employees who elect to use paid accrued vacation time must complete a Gold Form. Employees are eligible to request vacation leave after 90 days of employment. The employee authorizes the use of their personal leave; however, the supervisor may override the employee's choice if the employee failed to follow procedures on reporting the absence or if there are valid operational reasons.

Team members eligible to accrue sick or vacation time will earn this time according to the table below.

**Sick Time Accruals**

Full-time employee	5.0 hours per month
Part-time employee hired before 3/1/15	2.5 hours per month

Sick Time Accruals are capped at 320 hours. Prior accruals will be honored and grandfathered.

**Vacation Time Accruals:**

Full-time employees

First 12 months	6.0 hours per month
Effective 13 <sup>th</sup> month	8.0 hours per month
Effective after 7 <sup>th</sup> anniversary of hire date	11.34 hours per month

Part-time employees hired before 03/01/2015

Effective 13 <sup>th</sup> month	4.0 hours per month
Effective after 7 <sup>th</sup> anniversary of hire date	5.5 hours per month

Vacation accruals will be earned as long as the employee works one day of the accrual month. Unused vacation, up to a maximum of 120 hours, will be paid at termination for the employee with more than 90 days of service and if two weeks’ written notice is worked.

Employees are eligible to request vacation leave after 90 days of employment. Request for vacation must be submitted two (2) weeks prior to the requested date and must be approved in writing by the employee’s supervisor prior to the time taken. In scheduling vacation time, managers will consider the employee’s current vacation balance, future vacation accruals, amount of time requested off, and the employee’s personal preferences and the operational need of GINWT. The maximum vacation accrual is 120 hours. No leave time will accrue to employees with a balance of 120 hours or more until the balance is reduced.

Accrued vacation time may not be used after resignation notice is submitted. No payment shall be made for unused vacation if an employee is:

- Involuntarily Terminated
- Resigns during an open investigation
- Resigns in lieu of termination
- Fails to work out two-weeks’ notice
- Resigns without required notice

Due to the increase in business during the holiday season, there will be a blackout period during which retail and operations employees cannot take vacation time. This blackout period is determined by the VP DGR.

GINWT believes it is essential for employees to take their vacation. Vacation allows the employee time away from work and a chance to get rest and relaxation. Because GINWT cares, we encourage employees to use their available vacation time.

#### **4.12 Sick Leave**

GINWT provides paid sick leave benefits to eligible employees for use due to illness, injuries, or other medical necessities. Sick leave should not be viewed as a right to be used at the employee's discretion. **Sick leave is not to be used as vacation days or personal days.**

- Nonexempt employees may utilize sick time in hourly increments.
- Exempt employees may utilize sick time in full day increments.

Part-time employees (29 hours and under) hired on or after March 1, 2015, will not be eligible for sick time. This change was made in order to facilitate new benefits such as the retirement plan. Part-time employees hired before March 1, 2015, will continue to accrue sick leave.

Exempt employees may use sick leave in full day increments on the 91<sup>st</sup> day of employment, after they have completed the 90-day probationary period.

Sick leave benefits may be used for personal illness and medical examinations. Supervisors may ask for documentation.

Sick leave may also be used to care for an immediate family member who lives in same home as the employee – documentation of the illness will be required. An immediate family member is defined as a spouse, child, stepchild, parent, or stepparent.

An employee who is unable to report to work due to illness or injury must call their direct supervisor by phone each day they will be absent from work and before the start of the workday unless a predetermined medical absence has previously been approved.

Reporting an absence or tardiness by text message is not an acceptable or approved method of contacting the direct supervisor.

A physician's verification (note) and release to return to work may be requested at any time by the supervisor or by Health, Safety and Compliance.

Sick leave will not be approved during resignation notice period without medical certification. In addition, accrued but unused sick time **will not** be paid out upon termination.

#### **4.13 Leaves of Absences**

An employee who must miss five (5) consecutive days of work and needs additional time away from work must request a leave of absence. Leaves of absences not pertaining to a medical leave must be approved by the CEO and supervising Director or VP DGR. Human Resources must be notified. No employee should be off work for more than five (5) consecutive workdays without approval from their director unless it is approved vacation time.

To accrue vacation and sick leave, eligible employees must work at least one day during the month. Employees may elect to continue medical/dental/life benefits during their leave of absence provided they keep their premiums current by the first of each month. Failure to keep payments current will result in discontinuation of coverage. Premium payments should be mailed to:

Goodwill Industries of Northwest Texas  
Accounting Department  
715 28th Street  
Lubbock, TX 79404

#### **4.13a Family and Medical Leaves of Absence (FMLA)**

It is the policy of GINWT to grant employees extended leaves of absence under certain circumstances. Except under the limited circumstances expressly provided herein, employees will not receive compensation during leave of absence:

##### **General Provisions**

Under this policy, GINWT, will grant up to 12 weeks (or up to 26 weeks of military caregiver leave to care for a covered service member with a serious injury or illness) during a 12-month period to eligible employees. The leave may be paid, unpaid or a combination of paid and unpaid leave, depending on the circumstances of the leave and as specified in this policy.

##### **Eligibility**

To qualify to take family or medical leave under this policy, the employee must meet the following conditions:

- The employee must have worked for the company for 12 months or 52 weeks. The 12 months or 52 weeks need not have been consecutive. Separate periods of employment will be counted, provided that the break in service does not exceed seven years. Separate periods of employment will be counted if the break in service exceeds seven years due to National Guard or Reserve military service obligations or when there is a written agreement, including a collective bargaining agreement, stating the employer's intention to rehire the employee after the service break. For eligibility purposes, an employee will be considered to have been employed for an entire week even if the employee was on the payroll for only part of a week or if the employee is on leave during the week.
- The employee must have worked at least 1,250 hours during the 12-month period immediately before the date when the leave is requested to commence. The principles established under the Fair Labor Standards Act (FLSA) determine the number of hours worked by an employee. The FLSA does not include time spent on paid or unpaid leave as hours worked. Consequently, these hours of leave should not be counted in determining the 1,250 hours eligibility test for an employee under FMLA.
- The employee must work in a work site where 50 or more employees are employed by the company within 75 miles of that office or work site. The distance is to be calculated by using available transportation by the most direct route.

### **Type of Leave Covered**

To qualify as FMLA leave under this policy, the employee must be taking leave for one of the reasons listed below:

- The birth of a child and in order to care for that child.
- The placement of a child for adoption or foster care and to care for a newly placed child.
- To care for a spouse, child or parent with a serious health condition (under the FMLA, a “spouse” means a husband or wife, including same-sex marriages).
- The serious health condition (described below) of the employee.

An employee may take leave because of a serious health condition that makes the employee unable to perform the functions of the employee's position.

A serious health condition is defined as a condition that requires inpatient care at a hospital, hospice or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care or as a condition that requires continuing care by a licensed health care provider.

This policy covers illnesses of a serious and long-term nature, resulting in recurring or lengthy absences. Generally, a chronic or long-term health condition that would result in a period of three consecutive days of incapacity with the first visit to the health care provider within seven days of the onset of the incapacity and a second visit within 30 days of the incapacity would be considered a serious health condition. For chronic conditions requiring periodic health care visits for treatment, such visits must take place at least twice a year.

Employees with questions about what illnesses are covered under this FMLA policy or under the company's sick leave policy are encouraged to consult with the department of Human Resources.

If an employee takes paid sick leave for a condition that progresses into a serious health condition and the employee requests unpaid leave as provided under this policy, the company may designate all or some portion of related leave taken as leave under this policy, to the extent that the earlier leave meets the necessary qualifications.

Qualifying exigency leave for families of members of the National Guard or Reserves or of a regular component of the U.S. Armed Forces when the covered military member is on covered active duty or called to covered active duty.

An employee whose spouse, son, daughter, or parent has been notified of an impending call or order to covered active military duty or who is already on covered active duty may take up to 12 weeks of leave for reasons related to or affected by the family member's call-up or service. The qualifying exigency must be one of the following: a) short-notice deployment, b) military events and activities, c) childcare and school activities, d) financial and legal arrangements, e) counseling, f) rest and recuperation, g) post-deployment activities, and h) additional activities that arise out of active duty, provided that the employer and employee agree, including agreement on timing and duration of the leave.

**Covered active duty means:**

- In the case of a member of a regular component of the U.S. Armed Forces, duty during the deployment of the member with the U.S. Armed Forces to a foreign country.
- In the case of a member of a reserve component of the U.S. Armed Forces, duty during the deployment of the member with the U.S. Armed Forces to a foreign country under a call or order to active duty under a provision of law referred to in Title 10 U.S.C. §101(a)(13)(B).

The leave may commence as soon as the individual receives the call-up notice. (*Son or daughter* for this type of FMLA leave is defined the same as for *child* for other types of FMLA leave except that the person does not have to be a minor.) This type of leave would be counted toward the employee's 12-week maximum of FMLA leave in a 12-month period.

- Military caregiver leave (also known as covered service member leave) to care for an injured or ill service member or veteran.

An employee whose son, daughter, parent or next of kin is a covered service member may take up to 26 weeks in a single 12-month period to take care of that service member.

*Next of kin* is defined as the closest blood relative of the injured or recovering service member.

The term *covered service member* means:

- A member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation or therapy or is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness. A veteran who is undergoing medical treatment, recuperation or therapy for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of five years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

The term *serious injury or illness* means:

- In the case of a member of the Armed Forces (including a member of the National Guard or Reserves), an injury or illness that was incurred by the member in line of duty on active duty in the Armed Forces (or that existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank or rating.
- In the case of a veteran who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during a period when the person was a covered service member, a qualifying (as defined by the Secretary of Labor) injury or illness that was incurred by the member in line of duty on an active duty in the Armed Forces (or that existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran.

### **Amount of Leave**

An eligible employee may take up to 12 weeks for the first five FMLA circumstances above (under heading "Type of Leave Covered") under this policy during any 12-month period. The company will measure the 12-month period as a rolling 12-month period measured backward from the date an employee uses any leave under this policy. Each time an employee takes leave, the company will compute the amount of leave the employee has taken under this policy in the last 12 months and subtract it from the 12 weeks of available leave, and the balance remaining is the amount of time the employee is entitled to take at that time.

An eligible employee can take up to 26 weeks for the FMLA military caregiver leave circumstance above during a single 12-month period. For this military caregiver leave, the company will measure the 12-month period as a rolling 12-month period measured forward. FMLA leave already taken for other FMLA circumstances will be deducted from the total of 26 weeks available.

If spouses both work for the company and each wish to take leave for the birth of a child, adoption or placement of a child in foster care, or to care for a parent (but not a parent "in-law") with a serious health condition, the spouses may only take a combined total of 12 weeks of leave. If spouses both work for the company and each wish to take leave to care for a covered injured or ill service member, the spouses may only take a combined total of 26 weeks of leave.

### **Employee Status and Benefits During Leave**

While an employee is on leave, the company will continue the employee's health benefits during the leave period at the same level and under the same conditions as if the employee had continued to work. Employees who have exhausted all vacation and sick accruals will be responsible for payment of elected insurance premiums, including Health, Dental, Vision, and Voluntary Life. Payments for premiums should be submitted to accounting by end of business on each pay day. Failure to keep premiums current could lead to loss of insurance coverage.

### **Employee Status after Leave**

An employee who takes leave under this policy may be asked to provide a fitness for duty (FFD) clearance from the health care provider.

### **Use of Paid and Unpaid Leave**

All paid vacation, personal and sick leave runs concurrently with FMLA leave.

Disability leave for the birth of a child and for an employee's serious health condition, including workers' compensation leave (to the extent that it qualifies), will be designated as FMLA leave and will run concurrently with FMLA.

### **Intermittent Leave or a Reduced Work Schedule**

The employee may take FMLA leave in 12 consecutive weeks, may use the leave intermittently (take a day periodically when needed over the year) or, under certain circumstances, may use the leave to reduce the workweek or workday, resulting in a reduced-hour schedule. In all cases, the leave may not exceed a total of 12 workweeks (or 26 workweeks to care for an injured or ill service member over a 12-month period).

### **Certification for the Employee's Serious Health Condition**

The company will require certification for the employee's serious health condition. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave.

### **Certification for the Family Member's Serious Health Condition**

The company will require certification for the family member's serious health condition. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave.

### **Certification of Qualifying Exigency for Military Family Leave**

The company will require certification of the qualifying exigency for military family leave. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave.

### **Certification for Serious Injury or Illness of Covered Service Member for Military Family Leave**

The company will require certification for the serious injury or illness of the covered service member. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave.

### **Recertification**

The company may request recertification for the serious health condition of the employee or the employee's family member when circumstances have changed significantly, or if the employer receives information casting doubt on the reason given for the absence, or if the employee seeks an extension of their leave. Otherwise, the company may request recertification for the serious health condition of the employee or the employee's family member every six months in connection with an FMLA absence.

### **Procedure for Requesting FMLA Leave**

All employees requesting FMLA leave must provide the Human Resources Department and their supervisor with verbal or written notice of the need for the leave. Within five business days after the employee has provided this notice, the Human Resources Department will provide the employee with the DOL Notice of Eligibility and Rights.

When the need for the leave is foreseeable, the employee must provide the employer with at least 30 days' notice. When an employee becomes aware of a need for FMLA leave less than 30 days in advance, the employee must provide notice of the need for the leave either the same day or the next business day. When the need for FMLA leave is not foreseeable, the employee must comply with the company's usual and customary notice and procedural requirements for requesting leave.

### **Designation of FMLA Leave**

Within five business days after the employee has submitted the appropriate certification form, the department of Human Resources will provide the employee with a written response to the employee's request for FMLA leave.

### **Intent to Return to Work from FMLA Leave (including Military Leave)**

The company may require an employee on FMLA leave to report periodically on the employee's status and intent to return to work. At the end of the 12- week leave period, the employee returns to their previous job or one that is genuinely equivalent, unless the employee was considered "key," in which case the agency may deny the right to return to the same or equivalent job where such poses substantial harm. A "key" employee is defined as a salaried employee who is among the highest paid 10% of all employees, whether salaried or not. Employees returning from medical leave must provide certification of their ability to perform the functions of their job.

Employees returning from military leave also must comply with all of the reinstatement requirements specified by federal and state law. If the same job or one of equivalent status and pay is not available as a result of a reduction in force, the employee will be treated on the same manner as though they had been actively employed at the time of the reduction in force.

- a) In the event that an employee elects not to return to work upon completion of an approved family and/or medical leave, GINWT may recover from the employee the cost of any payments it incurred to maintain the employee's coverage, unless the failure to work was for reasons beyond the employee's control. Benefit entitlement based upon length of service will be calculated as of the last paid workday prior to the date of the unpaid leave of absence.
- b) If an employee fails to return to work at the conclusion of an approved leave, including any extension of the leave, the employee will be considered to have voluntarily terminated employment.

In the event of any conflict or inconsistency between these policies and the actual requirements of the FMLA, the actual requirements of the FMLA shall control.

### **Military Leave Absence:**

Military leave will be granted if an employee is absent in order to serve in the armed forces of the United States for a period up to 5 years (not including involuntary extensions of service). An employee is eligible for military leave beginning the first day of employment. Employees who perform and return from service in the Armed Forces, Military Reserves, National Guard or certain Public Health Service positions will retain certain rights with respect to reinstatement, seniority, layoffs, compensation, length of service promotions and length of service pay increases, as required by applicable federal or state laws.

If an employee is called into military service or they enlist in the uniformed services, the employee will be eligible to receive an unpaid military leave of absence. To be eligible for military leave, an employee must provide management with advance notice of their service obligations unless they are prevented from providing such notice of their service by military necessity or it is otherwise impossible or unreasonable for the employee to provide such notice. Provided the employee's absence does not exceed applicable statutory limitations, they may retain reemployment rights and accrue seniority and benefits in accordance with applicable federal and state laws. Please ask Human Resources for further information about eligibility for Military Leave.

Employees with one year or more of GINWT service will be eligible for pay during participation in annual encampment or training duty in the U.S. Military, Reserves or National Guard. In these circumstances, GINWT will pay the difference between what the employee earns from the government for military

service and what the employee would have earned from normal straight time pay on the job. The difference will be paid for up to two weeks in a calendar year.

**Premium Payment during Leaves of Absences:**

Military leaves are granted in accordance with provisions of the Federal Uniformed Services Employment and Reemployment Act (USERRA) of 1994.

A regular full-time employee who enters military service on an active basis must request in writing and will receive a leave of absence without pay for the length of one normal enlistment period. A copy of the military orders must be given to the direct supervisor.

The direct supervisor is responsible for giving a copy to the Human Resources Department. Upon timely return to work, the employee will be reinstated with seniority in accordance with the provision of USERRA and state law.

If an employee is required to attend a mandatory training camp for Military Reserve or National Guard duty, their direct supervisor must be notified two months in advance of the day the employee is to report for such duty.

Pursuant to USERRA, GINWT will pay its share of insurance premiums for employee coverage and dependent coverage during military service and the statutory period upon return from active service. While an employee is on any type of unpaid leave of absence from GINWT, the employee will be responsible for paying their portion of any premiums for their coverage and 100% of the cost for dependents while on leave. Failure to do so may result in loss of coverage and possible refusal by the insurance carrier to allow the employee's coverage to be reinstated.

**4.13b Personal Leave of Absence (After 90 days of employment)**

In cases of ineligibility for FMLA, GINWT offers an unpaid personal leave of absence. Personal Leaves of Absence are considered on a case-by-case basis and require the approval of Director, and President & CEO. Personal leave may be granted for a minimum of 6 days and a maximum of 60 days. Business necessity may dictate filling the position.

**Eligibility:** Considered on a case-by-case basis.

**Employee Responsibility:** The employee should notify their direct supervisor as soon as possible. In cases of a pre-planned leave, GINWT requests a 30-day notice. Employees must return to work on the date approved at the time of the leave of absence or their employment status will be changed to a voluntary resignation. In cases of personal leave that is medically based, employees will be required to submit a physician's release to return to work.

**Job Reinstatement:** There are no job reinstatement rights with a personal leave of absence.

**Income Sources during Leave:** Personal leave is unpaid unless the employee chooses to use accrued vacation time. In cases of personal leave that is medically based, employees will be eligible to use accrued but unused sick time if a statement from the physician documenting their illness or injury is submitted to Human Resources.

#### **4.13c Bereavement**

A full-time or part-time employee who has completed 90 days of employment may be excused from work for up to three (3) consecutive days (including the day of the funeral) with pay in the event of a death in the family. This benefit will be pro-rated for the part-time employee based on their average hours worked per day. Family includes spouse, parent, stepparent, child, stepchild, sibling, guardian, grandparent or same relative of a legal spouse.

Accrued paid vacation may be used if the employee needs to extend their bereavement leave if there is a death outside the classified group above. An unpaid leave of absence may be requested only if vacation leave has been exhausted.

GINWT requires documentation as a prerequisite for this benefit.

#### **4.13d Jury Duty**

GINWT encourages all employees to participate in this area of civic responsibility. Jury duty does not negatively affect attendance records as time off the job. Occasionally, the time when asked to serve may not be practical. If this happens, a request to the court for deferment may be submitted.

Salary will continue during jury duty in addition to the compensation received from the court up to maximum of seven (7) working days. If excused before the end of the workday, employees are expected to return to work. Failure to do so can result in disciplinary action.

Time spent on jury duty does not count as time worked for purposes of the Fair Labor Standards Act. Thus, such time does not count towards overtime.

Employees who have been called to jury duty are required to submit verification of attendance and a Gold Form to their direct supervisor who will forward a copy to Human Resources.

### **5.1 Use of Email/Internet/Computer Software**

GINWT provides internet access and email services to facilitate employee efficiency in the working environment. These services are powerful tools and should not be misused by any employee. An employee's computer awareness will assist in keeping the organization's computing environment safe and running efficiently. The use of removable media, including but not limited to CDs, disk, or jump drives is not acceptable without the approval of the CEO or VP of DGR/IT.

**Under no circumstances should employees have an expectation of privacy regarding their email, internet, or computer use.**

### **5.2 Email**

The computer and email system are company property. Under no circumstances is it to be assumed email is confidential or private. All messages sent or received are subject to inspection and review. Email communications are property of GINWT and are to be used for company communications only. Emails from unknown sources should be deleted immediately in order to prevent viruses.

No messages of any nature are to be sent or received that create an offensive or disruptive work environment or that violate GINWT's policies on harassment. GINWT's email system is not to be used to solicit or promote commercial ventures, religious or political causes, unions, outside organizations or other personal solicitations. If an employee receives an email that they find offensive the employee should contact their direct supervisor. If it is determined that the email was internal, Human Resources will conduct an investigation and, if necessary, appropriate disciplinary action will be taken.

### **5.3 Internet Use**

No unauthorized software downloads are permitted. The IT department will determine if the software download is from a reputable source and if the software download is required for the employee's job function. The employee is prohibited from accessing inappropriate internet sites or receiving, storing, or transmitting inappropriate material. In addition, it is important to remember to respect all copyright protections posted on information available on the internet.

#### **5.3a Social Networking**

GINWT does not allow employees to participate in social networking sites (including but not limited to Facebook, Twitter, YouTube, LinkedIn, Instagram, TikTok, Snapchat, wikis, blogs, microblogs, newsgroups, list serves, Flickr, Gchat, chat rooms, electronic newsletters, message boards, or other social networking sites) as well as personal websites or blogs while working, unless employees have been authorized by the President & CEO to officially represent the agency on social media. Due to the rapid evolution of technology, this list is not exhaustive, and changes are likely to occur.

GINWT respects employees' online social networking and personal internet use outside of work; however, an employee's online presence can affect GINWT as their words, images, posts, and comments can reflect or be attributed to GINWT. Therefore, any statements or comments related to GINWT must include the employee's own name and association with the agency.

Because employees' online comments and postings can impact GINWT and/or the way employees are spending their time at work, GINWT has adopted the following guidelines that employees must observe when participating in social networking and/or engaging in other forms of internet use on and off duty. This policy applies regardless of where or when employees post or communicate information online. It applies to posting and online activity at work, home, or other location and while on or off duty.

It shall be considered unacceptable employee conduct to post on any social media platform (see first paragraph of 5.3a) or any other electronic or print communication format, any of the following:

- a) Anything that may harm the goodwill or reputation of GINWT or any disparaging information about Goodwill Industries of Northwest Texas.
- b) Rude exchanges, inflammatory comments, disparaging, discriminatory or harassing information concerning any customer, program participant, employee, vendor or other person associated with GINWT. GINWT's policies prohibiting harassment apply online as well as offline.
- c) Any confidential or proprietary information, trade secrets or intellectual property of GINWT obtained during an individual's employment.
- d) Any private information relating to a customer, program participant, employee, vendor, or other person associated with GINWT such as sexual orientation, medical conditions, personal habits, employment status, marital status, or other personal details this includes videos and photographs without the permission of individuals depicted.
- e) Any other type of social media post that would, at the sole discretion of GINWT, potentially result in the loss of an employee's ability to be a positive or effective influence in the workplace.

All employment-related references and recommendation requests must be directed to the Director of WFD or HR Manager.

Employees are not required or expected to be online friends with any other GINWT employee.

If an employee encounters negative or disparaging information regarding GINWT, employees are encouraged to forward such information to the agency's Director of WFD.

GINWT reserves the right to monitor and access any information or data that is created or stored using GINWT's technology, equipment, or electronic systems, including without limitation, emails, internet usage, hard drives and other stored, transmitted or received information, cell phones, tablets, laptops. Employees should have no expectation of privacy in any information or data:

- a) Placed or viewed on any GINWT computer or computer related system e.g.,SMS, internet connection, email system, network, tablets, cell phones, laptops.
- b) Created, sent, received, or stored on any GINWT computer or computer-related system, including, without limitation, electronic communications, or internet usage.

Employees who violate GINWT's Social Networking Policy will be subject to disciplinary action, up to and including termination of employment.

#### **5.4 Issued and Personal Device Policy**

A cellular phone may be issued to employees in order to facilitate on the job communication. The President & CEO has the discretion to decide whether or not an employee will need a cellular phone as well as what type of cellular phone and plan that employee will need. Employees who are issued, or authorized to use, cellular phones, laptops, notebooks, or other electronic devices for company business, should have no expectation of privacy regarding such use.

Company Issued Cellular Phones- All employees who are issued cell phones are responsible for the phone they are issued, including any repair or replacement cost if necessary due to abuse or neglect. All employees receiving these items must complete a Goodwill Property Authorization Agreement and submit it to Human Resources.

Personal Cellular Phones-*President & CEO or VP DGR approval required.*

Employees who are approved for a company cell phone will be subject to the guidelines set forth below, “Personal Device Guidelines.” If an employee elects to use their personal cell phone, they will receive a monthly reimbursement plan which is determined by the President & CEO. Employees who elect this option must keep their personal cell phone in good working order with an adequate voice and data plan that meets their business needs. Employees will not be reimbursed for charges resulting from exceeding their established service plan. All employees who elect to use their personal cell phone must complete a Goodwill Property Authorization Agreement and submit it to Human Resources.

**Laptops, Notebooks or other Electronic Devices:**

Employees may be issued a laptop, notebook, or any other electronic device to facilitate on the job communications. The President and CEO or VP DGR and IT has the discretion to decide whether or not a particular employee will need an electronic device.

Company Issued Electronic Devices- All employees who are issued an electronic device are responsible for the equipment they are issued, including any repair or replacement cost if necessary due to abuse or neglect. All employees receiving these items must complete a Goodwill Property Authorization Agreement and submit it to Human Resources.

Personal Electronic Devices- All employees who elect to use their own electronic devices with access to the GINWT network will be subject to the guidelines set forth in the “Personal Device Guidelines.” All employees receiving these items must complete a Goodwill Property Authorization Agreement and submit it to Human Resources.

**Personal Device Guidelines**

Subject to the following terms and conditions, GINWT will permit employees to use personal electronic devices to access the company network.

- I. Any and all operational/connectivity cost and/or charges related to acquiring, managing or maintaining personal devices are the responsibility of the employee. GINWT reserves the right to permit or deny any form of reimbursement for personal devices depending on job requirements and/or need as seen fit by the decisions of GINWT for said device. Additionally, GINWT shall not be held responsible for any increased or additional charges incurred as a result of accessing and/or utilizing the GINWT network with a personal device.
- II. Any personal devices that are planned to be used on the GINWT network must meet minimum technical requirements and standards including operating system/firmware defined by GINWT in conjunction with their IT department/support provider. Devices must be inspected by GINWT in conjunction with the IT department/provider at the time of configuration. Minimum requirements should be expected to change from time to time without notice.

- III. Employees in possession of personal devices with access to GINWT's network are responsible for ensuring said device stays in accordance with minimum standards and policies as defined by GINWT in conjunction with the IT department/provider.
- IV. Upon receiving access to GINWT's network with any and all personal device(s), the employee agrees to comply with and be subject to all applicable company rules, regulations and policies. GINWT reserves the right to modify all such rules, regulations, and policies at any time, in its sole discretion. In addition, as a condition of receiving access to GINWT company network, the employee will be required to execute and abide by consent, in substantially the form and/or containing substantially the terms attached hereto. GINWT reserves the right to modify the consent form at any time in its sole discretion. Furthermore, upon termination of employment with GINWT, at the request of the company, the employee may be required to assign any and all phone numbers associated with any and all personal devices to GINWT.
- V. Notwithstanding any provision of this policy to the contrary, the GINWT network may not be accessed via VPN from any personal device.
- VI. Upon receipt of access to GINWT's company network, the employee grants the company the right to access the device with or without notice in order to investigate, review, delete or remote wipe company data, disable and/or remotely decommission or render unusable the device at any time for any reason. The company will not be held liable for the loss of any personal data arising by such actions by GINWT.
- VII. Employees agree to immediately notify their direct supervisors should they believe that their device has been lost, stolen, or otherwise compromised so that GINWT may take appropriate actions to safeguard company data and/or the company network.
- VIII. Employees agree to allow GINWT to take any and all actions deemed appropriate to secure company data and the company network with or without notice if the company suspects a security breach related to the personal device. This includes but is not limited to disconnecting the device from the company network and remote wiping the company data and/or disabling or rendering the device unusable.
- IX. The privileged use of personal devices in GINWT's network, granted by management, may be revoked at any time for any inappropriate conduct carried out on such devices. This includes but is not limited to:
  - a. Sending chain letters or participating in any way in the creation or transmission of "spam" that is unrelated to legitimate company purposes.
  - b. Engaging in private or personal business activities; including excessive use of instant messaging and chat rooms.
  - c. Accessing GINWT's networks, servers, drives, folders or files to which permission has not been granted for access to the employee by someone authorized by GINWT leadership.
  - d. Making unauthorized copies of files or other company data.

- e. Destroying, deleting, erasing, or concealing GINWT files or other company data, or otherwise making such files or data inaccessible or unavailable to GINWT or to authorized users.
- f. Use of device in misrepresentation of oneself or company.
- g. Violating any laws or regulations of the United States or any other nation or any state, city, province, or other local jurisdiction in any way.
- h. Engaging in unlawful or suspicious activities.
- i. Deliberately distributing any virus, worm, Trojan Horse, trap door program code or other code or file designed to disrupt, disable, impair or otherwise harm either the company's network or systems or those of any other individual or entity.
- j. Using abusive, profane, threatening, sexist, racist, or otherwise objectionable language in either public or private messages.
- k. Sending, receiving, or accessing pornographic materials.
- l. Becoming involved in partisan politics.
- m. Abusing congestion, disruption, disablement, altercation or impairment of the company's network or system.
- n. Maintaining, organizing or participating in non-work related web logs/blogs, web journals, chat rooms or private/personal/instant messaging.
- o. Failing to log off any secure, controlled-access computer or other form of electronic data system to which the employee is assigned, if such computer or system is left unattended by the employee.
- p. Using recreational games during normal working hours.
- q. Defeating or attempting to defeat security restrictions on company systems and applications.

### **5.5 Goodwill Logo and Mission Statement**

The GINWT logo and mission statement are an extremely valuable asset that must be used carefully. Consistent use and execution are important to building a strong brand and ensuring clear communication. All employees are expected to use GINWT logo and mission statement appropriately. For detailed guidelines, graphic standards, files, colors, and fonts, please consult the GINWT Communications Specialist.

### **5.6 Business Travel**

All travel out of the GINWT territory for company business must be approved by the Executive Staff member of the employee's department prior to making travel arrangements. Travel within the state of Texas will be by car unless air travel has been pre-approved.

If the employee traveling has been provided a company credit card, it should be used for all meals and incidental expenses such as parking fees or tolls. If the employee has not been provided a company credit card these charges can be paid by the employee and reimbursement will be provided within the guidelines identified below. Alternatively, an employee may request per diem and other expense funds in advance of the travel, with the understanding that any unused funds must be returned to the Accounting Department upon the employee's return. Regardless of the method of payment, all receipts should be retained and provided to the Accounting Department, and if reimbursement is being requested, attached to the completed expense form. Under no circumstances will cash expenditures be reimbursed without receipts, with the exception of reasonable tips.

The maximum reimbursement guideline for breakfast is \$8.00, lunch \$12.00 and dinner \$25.00. The reimbursement will be for any meals necessary based on the length of travel required. It is understood there may be cities and/or situations when these guidelines are not reasonable: justification and executive staff approval will be required prior to reimbursement over the established guidelines.

Additional exclusions from reimbursement include the following: in-room movies of any genre and entertainment other than meals, with the exception of special events, which are a scheduled part of the activity. The purchase of alcoholic beverages will not be paid by GINWT. If purchased, alcohol will be reduced from the total reimbursement; those employees using a company credit card should expect to reimburse GINWT for those purchases. An exception to this guideline will be allowed for special events, if pre-approved by the Board of Directors or their designee.

Every effort should be made by the employee to utilize company vehicles for company business travel.

Employees must seek advance approval from VP DGR or President & CEO in order to use a personal vehicle for business travel and to be reimbursed for mileage. Mileage reimbursement is based on the IRS auto allowance rate. Direct supervisor's signature is required to receive mileage reimbursement. When using a personal vehicle to transport co-workers or clients for business travel, the employee is required to provide proof of insurance. A copy of the employee's personal insurance must be given to the Human Resources Department to have on file in case of emergencies and/or accidents.

## **5.7 Donation Policy**

GINWT donors and the general public are concerned about the way their donated goods are handled. These goods are a significant revenue source for the company and GINWT must do everything possible to avoid violating the public's trust. Each individual receiving, shipping, handling and selling contributed material is a trustee of these materials. Each donated good, no matter how small or what shape it is in, should be treated as if it were cash in a cashier's drawer. Each employee is expected to keep this in mind at all times when in contact with donated goods.

Anyone who willfully takes any product/item/article that has been donated to GINWT for their personal use or benefit will be subject to immediate termination and prosecution.

Employees MAY NOT accept any type of money, tip or merchandise from customers or donors for personal gain. Employees MAY NOT ask donors or customers for merchandise, money or other property or suggest that customers give their donations to other people, agencies or employees. This is grounds for immediate termination and possible criminal charges filed against all employees involved. Employees MAY NOT sell or give GINWT donations, merchandise or other company property to other employees, donors, customers, agencies, or other person for any reason without prior approval from the executive in charge of the employee's area. This is also grounds for immediate termination and possible criminal charges filed against all employees involved.

### **5.8 Personal Cellular Phones and Other Mobile Devices**

While at work employees are expected to exercise the same discretion in using personal cell phones as is expected for the use of company phones. Only direct supervisors, managers, directors, and the President & CEO are allowed to carry and use cell phones while working. Excessive phone calls during the workday, regardless of the phone used, can interfere with employee productivity and be distracting to others.

To ensure that all employees perform at their optimal level and free from distraction, use of hands free (Bluetooth) and other similar wireless devices will not be allowed in the workplace. However, there may be some employees who will be allowed to wear such devices where business needs dictate such use. Employees required to wear such devices for business reasons will be notified by their direct supervisor of this requirement.

Additionally, at no time will employees be allowed to have portable music devices such as MP3 players, Walkman's, iPod, etc. on their person during work hours. Headphones and other such devices will not be used in the workplace. This measure helps ensure a safe working environment for all employees and a safe and enjoyable experience for our shoppers and donors.

The company will not be liable for the loss or damage of personal cell phones, or any other personal items brought into the workplace.

### **5.9 Camera Phones**

As a preventative step necessary to secure employee privacy, trade secrets and other business information, any inappropriate use of camera phones, either business or personal, will be subject to disciplinary action up to and including termination.

### **5.10 Open Door**

GINWT strives to maintain a positive and productive work environment. To help the company maintain this goal, GINWT has an open-door policy by which all employees are encouraged to report work-related concerns or ideas.

Employees are encouraged to share with their immediate supervisor questions, concerns, ideas, or problems related to work. If for any reason an employee does not feel comfortable bringing matters of concern to their supervisor, they are encouraged to raise the issue with the Director of WFD, a member of the senior team, or the President & CEO.

GINWT urges employees to voice concerns in order that the company may address and/or correct any valid concerns.

### **5.11 Problem Solving Procedure**

As an employee of GINWT, an individual has the right and responsibility to promptly voice any occurrence perceived as unfair or inequitable through a problem-solving procedure designed for that purpose.

Following the chain of command:

- Step 1: Employee should discuss the problem or occurrence with their direct supervisor.
- Step 2: If the employee is not satisfied with Step 1, they may contact their direct report within five business days to further discuss their concerns.

- Step 3: If the employee is still not satisfied, contact the Director over the work area within seven business days of Step 1.
- Step 4: Should that meeting not result in a satisfactory resolution; the employee may appeal in writing to the Director of Workforce Development within ten business days of Step 1. The Director of Workforce Development will schedule a meeting with the appropriate party for a final review of the employee's concerns.

Time limits are specified at various steps in the procedure to provide resolution of employee problems within a reasonable time frame. Deviation, if necessary, must not violate the spirit and intent of timely resolution of employee problems. If management requires more time than allowed to complete their investigation, they will also inform the employee and restate when the employee will receive an answer. The time limits exclude Saturdays, Sundays, and holidays.

An employee may move to the next step in the process if the occurrence is regarding any of the management levels stated in the chain of command. For example, if an employee reports to the Director and tried to resolve the occurrence with the Director, they can go to the Director's direct report. If it still does not result in a satisfactory resolution, they can move to step 4 in the process.

#### **5.12 Problem Solving Procedure/ Complaints Against the President & CEO**

Complaints against the President & CEO shall be made in writing, in a sealed envelope addressed to the Chairman of the Board and shall be hand delivered to the Director of Workforce Development or in their absence, the CFO. The Director of Workforce Development or designee will promptly, but not later than three (3) business days after receipt of the written complaint, hand deliver the sealed envelope to the Chairman of the Board. If the Chairman of the Board is not available, the complaint will be hand delivered to the Chairman of the Human Resources Committee. The Chairman of the Board or designee may, in their discretion, act in consultation with the Human Resources Committee to make a determination regarding the manner in which the complaint will be addressed. The Chairman of the Board or designee will respond to the employee who initiated the complaint.

## SECTION 6: GENERAL POLICIES

### **6.1 Personnel Records**

An individual employment file is maintained on each employee throughout their employment with GINWT. An employee file contains an individual's pre-employment application and additional forms completed after the individual becomes an employee. Other materials relating to the employee will be added to their personnel file as appropriate. Please notify the Human Resources Department with any name changes, marital status changes, address change, change in dependents, phone, or emergency contact numbers so that the personnel file and payroll information can be updated accordingly. The complete I-9, Medical Information Form, EEO Form and Disability Checklist are filed separately from the employee's individual personnel file to maintain strict confidentiality.

### **6.2 Access to Individual Records**

Employees may request copies of documents signed by them at the time of counseling. Once the counseling session has been completed, the information becomes a part of the personnel file and is no longer available to the employee. This applies to all formal written employee action reports other than verbal warnings and file notes. Any disciplinary action involving a written counseling report is to be reviewed and approved by the supervising Director prior to discussion with the employee.

Employees have access to their own personnel file with the authorization of the Director of Workforce Development or Human Resources Manager. The employee may review their personnel file only in the presence of a senior member of the Human Resource team. The employee will not be allowed to remove the file from Human Resources for any reason. The employee may not take copies of any material contained in their personnel file.

The employee has the right to challenge information in their personnel file. Any incorrect information will be corrected or removed if documentation can be provided to prove its accuracy. The employee should submit the correct information to a senior member of the Human Resources Department for consideration.

### **6.3 Employment and Income Verification**

All requests for information concerning a current or past employee of GINWT will be referred to the Human Resources Department. GINWT will take adverse personnel action against unauthorized employees that respond to requests for employment and/or income verification. Human Resources may require an authorized release bearing the signature of the former employee. Human Resources may provide dates of employment, title, and status.

As a matter of practice, GINWT conducts background checks for all potential new hires prior to commencement of work.

### **6.4 Name Badges**

All GINWT employees are issued an I.D. badge which will be worn by employees while they are at work. Badges are provided by GINWT and will be updated as necessary or replaced if broken at the company's expense.

Employees are responsible for the safekeeping of all equipment assigned to them.

## **6.5 Dress Code**

GINWT often has visitors through the warehouse, classrooms, and main offices. To make a positive impression, good personal grooming techniques are a must.

Retail store employees and drivers represent Goodwill Industries to the public daily and should present a professional image. For all employees, hair should be clean, neat, and trimmed. All clothing should be clean and free from rips, tears, and holes.

All employees are expected to maintain appropriate oral and bodily hygiene. Hair (including facial hair) should be clean and neat. Offensive body odor or the excessive use of perfume or cologne is unacceptable, as are odors that are disruptive or offensive to others or may exacerbate allergies.

- Jewelry is permitted as long as it does not interfere with the job. Excessive jewelry (long chains, long earrings) may be a hazard to employees in the work environment and should not be worn.
- Do-rags and bandanas are allowed as long as they are worn properly, and not backwards or in any way suggesting gang affiliation.

Any shirt that exposes the midriff area is not appropriate.

Any clothes or hats that display profanity, obscenities, or advertisements are not permitted. The wearing of Goodwill logo wear and caps is encouraged.

Management reserves the right to determine if an employee's clothing is acceptable. Employees who do not follow the dress code will be asked to clock out and sent home to change clothing.

### **Retail Sales Employees**

1. All employees should wear clean tennis shoes or some other type of comfortable shoe that covers all of the foot including the toe and the heel.
2. Jeans are permitted as long as they do not sag and are free from rips or tears.
3. Tights or leggings are not allowed unless worn with knee length skirts or pants.
4. Athletic attire is not permitted.
5. Goodwill t-shirts, logo wear, or Goodwill Vest are required for retail employees.
6. Employees should wear clothes they can move, bend, twist and/or walk in comfortably.
7. Sleeveless tops, tank or halter tops, or shirts with thin/spaghetti straps are not permitted.
8. Employees who choose to wear a dress or skirt, the length must be at least knee length and allow the employee to bend, move and turn, or stretch without exposing undergarments.
9. Caps or hats are not to be worn on the sales floor.
10. Shorts are permitted for full-time dedicated Donation Attendants. Shorts must be knee length or longer.
11. If a purse or backpack is carried into the store it must be a clear bag.

### **Office Staff**

1. Casual business attire will be observed Monday through Thursday. Jeans are allowed as long as they are free from rips, tears, or raw edges. Athletic shoes and t-shirts are only allowed on Friday. It is the employee's responsibility to dress appropriately for their day. For meetings with funding organizations, vendors, or on a day the company is giving tours or expecting special guests, employees should plan to wear professional attire.  
Casual business attire will include, but is not limited to:

- Dress slacks
  - Jeans free of rips, tears or holes
  - Polo, golf, or other type of collared shirt
  - Skirts at least knee length
  - Goodwill logo wear
2. Inappropriate attire for the office includes, but is not limited to:
- Sleeveless tops, tank or halter tops, shirts with thin/spaghetti straps
  - Tights or leggings without knee length skirt or pants to cover
  - Shirts that expose the midriff
  - Flip flops, pool shoes, slippers or house shoes
  - T-shirts representing another business or activity are not allowed
  - Hats and caps
3. Office staff who are giving field support to retail or operations may follow the Friday Office Dress Code.

### Salvage Warehouse

1. All Warehouse employees will wear jeans or pants free from holes or tears. All pants will be khaki, black or denim.
2. Warehouse employees must wear safety/steel toed shoes or boots to protect from injury.

### Document Destruction

1. All DD employees will wear jeans, pants or shorts (must be at least knee length or longer) without holes or tears.
2. **Company issued uniform:** Document Destruction drivers who have completed their 90-day probationary period will wear a company issued transportation uniform, including shirt and pants which must be worn together. The uniform will be worn in a professional manner including tucking the shirt into the waist of uniform pants and securing with a belt.
3. DD employees must wear safety/steel toed shoes or boots to protect from injury.

### Transportation Employees

1. Transportation employees within their initial 90-day probationary period will wear jeans or pants with a Goodwill issued t-shirt. Shorts are not permitted.
2. **Company issued uniform:** drivers who have completed their 90-day probationary period will wear a company issued transportation uniform, including shirt and pants which must be worn together. The uniform will be worn in a professional manner including tucking their shirt into the waist of the uniform pant and securing it with a belt.
3. Transportation employees (drivers and driver helpers) must wear safety/steel toed shoes or boots to protect from injury.

## **6.6 Solicitation**

GINWT encourages employee participation in community and civic fund-raising activities but also wishes to protect employees from unwanted solicitations and excessive literature. Exceptions may only be approved the President & CEO:

- Solicitation, sales and/or distribution of literature of any kind by visitors is prohibited unless the visitor is on GINWT premises at the express invitation of GINWT.
- Distribution of literature by employees at work is prohibited.
- Solicitation, sales, and other fund-raising activities by employees or their family members are prohibited during work hours.

## **6.7 Volunteers**

Individuals interested in volunteering their services should be referred to the Front Desk Receptionist.

GINWT also accepts the services of persons ordered by the courts to perform community services when it has been determined that such services are in the best interest of GINWT. Any person needing to complete court-ordered community service should be referred to the Front Desk Receptionist.

The direct supervisor is required to inform the community service worker that GINWT is not responsible for any accidents or injuries that may occur during the course of their service. The community service worker is responsible for any damage they may do to GINWT property.

No individual under the age of 18 will be permitted to volunteer at any GINWT location. Appropriate volunteer paperwork is required prior to volunteering.

Individuals 18 years of age and over will be permitted to volunteer at any GINWT store, attended donation site or the corporate office, at the company's discretion and depending upon the agency's need. Volunteer paperwork, including the volunteer's signature, is required prior to volunteering. GINWT reserves the right, in its discretion, to decline an offer for volunteer or community service.

## **6.8 Policy on Smoking in the Workplace**

In fairness to all employees, individuals who smoke are expected to comply with existing company policy regarding break time.

Smoking breaks will only be taken in authorized areas designated by the direct supervisor. Smoking breaks **will not** be permitted at any time inside any GINWT facilities. Smoking includes the use of any tobacco products as well as any electronic smoking devices. GINWT facilities include stores, donation centers, offices, donation truck/trailers and company vehicles. Employees violating company work rules on breaks or smoking areas will be subject to disciplinary actions in accordance with company policy.

### **7.1 Safety Rules and Regulations**

GINWT expects its employees to follow safety rules and regulations at all times. Proper lifting techniques, following equipment safety instructions and ensuring overall safe performance of the job at hand is mandatory. Employees who are observed violating safety rules and procedures will be subject to immediate disciplinary action which may include a verbal or written warning, directive to leave the work premises for the remainder of one's shift, or termination of employment.

### **7.2 Workplace Violence**

One of GINWT's overriding concerns is that employees and visitors are provided with a safe, businesslike work environment. Under no circumstances will GINWT tolerate physical violence or threatening behavior in the workplace, on company premises, or at work related functions.

Violating the policy against violence or weapons in the workplace is grounds for disciplinary action, up to and including termination of employment.

Examples of violent or threatening behavior include but are not limited to:

- Profane or abusive language
- Threats or insinuations of "getting even"
- Physical aggression, whether demonstrated or threatened
- Dangerous pranks or practical jokes
- Aggressive horseplay
- Fighting
- Assault
- Any form of harassment as defined in this handbook.

Possessing firearms and weapons on company premises or at any company sponsored event is dangerous to employees and strictly prohibited. No employee may bring weapons to the workplace unless specifically authorized by the President & CEO, for example, people in specific security or guard positions.

For purposes of this policy, a weapon means any item designed primarily for self-defense or for the purpose of inflicting bodily injury, which may include items that are legal to own. Employees are not permitted to have these items at work or while conducting business on behalf of GINWT.

Employees should immediately report violent or threatening behavior to their direct supervisor and/or the Human Resources Department. Through designated classes, employees will be given safety tips on how to avoid and prevent becoming victims of violence.

### **7.3 Injuries on the Job**

Employees who are injured on the job must report the injury to their direct supervisor immediately, regardless of how minor the injury may be. Failure to report injuries within 24 hours could result in disciplinary action. If immediate medical care is needed, direct supervisors should call Manager of Health, Safety & Compliance, contact emergency medical service providers (911) if necessary and assist the employee until medical attention is on-site.

The direct supervisor needs to promptly complete the Accident/Incident Report, gather any and all witness statements and deliver the information to HR Health, Safety and Compliance within 24 hours of the injury so future injuries of a similar nature can be avoided and payment of medical and other benefits provided by law can be initiated in a timely manner as circumstances warrant. The Department of Health, Safety and Compliance will assist employees with claim forms, claim filing and benefit information.

If the extent of the injury requires immediate medical attention, the employee will be transported to the appropriate medical facility by a member of management.

#### **7.4 Emergency Response and Evacuation**

Emergency situations that offer a risk to employees' safety and health can and do arise unexpectedly in the workplace.

Direct supervisors are responsible for ensuring that every employee is aware of what to do in an emergency and evacuation. A flip chart with emergency response procedures is available and accessible at every GINWT location.

In most cases, evacuation is the primary response to an emergency situation. If employees are ordered to evacuate the building, they must do so immediately, in a calm and orderly manner, and report directly to the facility's designated assembly point.

Exiting the building is critical. Employees must ensure the following:

- Fire aisles and exits remain clear of obstructions
- Fire extinguishers are visible and accessible
- Electrical panels are accessible
- Emergency telephone numbers are posted

#### **7.5 Security**

Safety and security go hand in hand at GINWT. Security is concerned with protecting the assets of this Goodwill, namely people, money, property, and assets.

GINWT treats all loss seriously. Procedures are in place by which incidents of loss are thoroughly investigated and corrective actions are taken where indicated. GINWT also utilizes available technology, such as camera systems, access control, etc. to protect its assets.

#### **7.6 Searches and Inspections**

Any employee leaving GINWT premises, for whatever reason, may have their personal effects checked by a member of management and/or another authorized representative of GINWT. Personal effects include but are not limited to, purses, lunchboxes, laptop bags or any other bags carried in or out of a GINWT location. During a search, personal effects must not be touched by the authorized representative. If an item(s) needs to be moved or removed, the employee will need to move or remove the item(s). Authorized representatives must be consistent when conducting searches and inspections.

If an illegal or unauthorized item is found as a result of a search or inspection, that employee will be subject to discipline, up to and including immediate termination. Illegal or unauthorized items include, but are not limited to, property of GINWT, weapons, alcohol, drugs or paraphernalia utilized in conjunction

with drug or controlled substance use on GINWT's premises or any property that is in an employee's possession, including vehicles, lockers or other storage areas provided by GINWT.

### **7.7 Visitors**

It is necessary for GINWT to strictly control all access to GINWT facilities. As such, friends, family members, or children are not permitted in non-customer contact areas. Vendors, repair technicians and guests entering GINWT buildings should identify themselves and state the nature of their business before access is granted into any office, area, or facility. It is the responsibility of the employee authorized to grant entrance to ensure that the person requesting entry has a valid reason for entering the building or office area. In the administrative offices, each visitor should be greeted at the reception area and escorted to the office they are visiting.

#### **Drug and Alcohol Performance Standard:**

GINWT is committed to maintaining a working atmosphere that is free of the influence of drugs or alcohol. For this reason, the sale, possession, or the use of drugs and alcohol by team members or vocational and residential service participants is expressly prohibited by GINWT. Any team member or participant under the influence of drugs or alcohol will not be allowed to work and will be subject to disciplinary action up to and including termination.

**Drugs and Alcohol Acknowledgment:**

1. Team members and participants are informed of the agency’s commitment to a drug free workplace through the use of educational programs and orientation.
2. Possession, use, distribution, sale or being under the influence of alcoholic beverages, illegal drugs or other controlled substances is prohibited while on GINWT property or during GINWT’s work time. The use and/or possession of legal drugs for which a team member or participant has proper prescriptions, is of course, not prohibited if used as prescribed. A team member or participant who must take prescription medication which may impact their ability to perform job duties must notify their supervisor prior to commencing work.
3. If GINWT determines that a team member or participant is selling, using or possessing illegal drugs, GINWT will notify the appropriate authorities, take disciplinary action, up to and including termination and may require the individual to participate in a drug rehabilitation program. GINWT abides by the Drug Free Workplace Act of 1988. In connection with this Act, all employees are required to inform the company of any criminal drug conviction within 5 days after such conviction.
4. Any GINWT team member or participant convicted of a violation of a criminal drug statute may be required by the agency to participate in a drug rehabilitation program. The agency may take appropriate disciplinary action, up to and including termination when rehabilitation attempts are not met with compliance.
5. GINWT may from time to time and without notice, conduct searches for alcohol, drugs or paraphernalia utilized in conjunction with drug or controlled substance use on GINWT’s premises or any property in an employees’ possession, including vehicles, lockers or other storage areas provided by GINWT.

I have read and received a copy of the “Drugs and Alcohol Acknowledgment.” I accept both breath-alcohol and urinalysis testing as reliable forms of testing for the presence of alcohol and/or drugs. I understand that my refusal to submit to either of these forms of testing, upon direction from authorized GINWT staff (to include my immediate supervisor or Human Resources representative), I will face immediate termination of employment. I will comply with any administrative action taken that is based on laboratory results.

Employee Signature \_\_\_\_\_ Date: \_\_\_\_\_

Witness Signature \_\_\_\_\_ Date: \_\_\_\_\_

**Alcohol and Drug Tests**

GINWT may require an applicant or employee to submit to a drug and/or alcohol test under the following conditions:

1. Pre-employment.
2. Reasonable suspicion or cause to believe that the employee has violated the Drug and Alcohol Policy.
3. After an employee has been involved in an incident or accident resulting in injury, lost work time, or property damage.

I have read and received a copy of GINWT’s Drug and Alcohol Testing Policy. I understand that my refusal to submit to a urinalysis will result in my immediate discharge from employment. I accept urinalysis as a reliable form of testing for drug and alcohol use and will comply with any administrative action based on results of this procedure.

Employee Signature \_\_\_\_\_ Date: \_\_\_\_\_

Witness Signature \_\_\_\_\_ Date: \_\_\_\_\_

I have received my copy of the Employee Handbook.

The Employee Handbook describes important information about GINWT, and I acknowledge that I should consult my direct supervisor or Human Resources regarding any questions not answered in the handbook. I have entered into my employment relationship with GINWT voluntarily and acknowledge that there is no specified length of employment. **Accordingly, either I or GINWT can terminate the relationship at will, with or without cause, at any time, so long as there is not violation of applicable federal or state law.**

I acknowledge that, except for employment-at-will status, any and all policies and practices may be changed at any time by GINWT, and the company reserves the right to change my hours, wages, working conditions and work location or work assignment at any time. All such changes will be communicated through the direct supervisor, and revised information may supersede, modify or eliminate existing policies.

**I acknowledge and agree that nothing in the Employee Handbook creates, or is intended to create, a promise or representation of continued employment and that employment at GINWT is employment at will, which may be terminated at the will of either GINWT or myself. Furthermore, I acknowledge that this Employee Handbook is not a contract of employment.** I acknowledge and agree that employment and compensation may be terminated with or without cause and with or without notice at any time by GINWT or me.

I have received the handbook and acknowledge that it is my responsibility to read and comply with the policies contained in this Employee Handbook and any revisions made to it.

Employee's Name (Print) \_\_\_\_\_

Employee's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**TO BE PLACED IN EMPLOYEE'S PERSONNEL FILE**