

**EMPLOYEE HANDBOOK**  
The Lawrenceville Cooperative Ministry, Inc.  
Lawrenceville, Georgia

*Within this document, The Lawrenceville Cooperative Ministry, Inc. is often referred to as either the Lawrenceville Co-Op or simply, the Co-Op.*

Approved by the Co-Op's Board of Directors to be effective May 1, 2016  
Paid-Time-Off (PTO) Plan amended by the Board on November 1, 2018  
Hours of Work amended by the Board on July 25, 2019

**EMPLOYEE RECEIPT AND ACCEPTANCE**

I hereby acknowledge receipt of the Lawrenceville Cooperative Ministry's Employee Handbook. I understand that it is my continuing responsibility to read and know its contents. I also understand and agree that the Employee Handbook is not an employment contract for any specific period of employment or for continuing or long-term employment. Therefore, I acknowledge and understand that unless I have a written employment agreement with the Co-Op that provides otherwise, I have the right to resign from my employment with the Co-Op at any time with or without notice and with or without cause, and that the Co-Op has the right to terminate my employment at any time with or without notice and with or without cause.

I have read, understand and agree to all of the above. I have also read and understand the Lawrenceville Cooperative Ministry's Employee Handbook. I agree to return the Employee Handbook upon termination of my employment.

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_

**CONFIDENTIALITY POLICY AND PLEDGE**

Any information that an employee learns about the Co-Op, or its members or donors, as a result of working for the Co-Op that is not otherwise publicly available constitutes confidential information. Employees may not disclose confidential information to anyone who is not employed by the Co-Op or to other persons employed by the Co-Op who do not need to know such information to assist in rendering services.

The disclosure, distribution, electronic transmission or copying of the Co-Op's confidential information is prohibited. Any employee who discloses confidential Co-Op information will be subject to disciplinary action (including possible separation), even if he or she does not actually benefit from the disclosure of such information.

I understand the above policy and pledge not to disclose confidential information.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

*Please sign and return to either the Co-Op's Executive Director or its Board President.*

**LAWRENCEVILLE CO-OP  
EMPLOYEE HANDBOOK**

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## **1. MISSION**

The mission of the Co-Op is to glorify God and to demonstrate God's love. The Co-Op is an intentionally Christian organization seeking to honor the Lordship of Jesus Christ in word and deed by following His example in sharing and caring for neighbors in need. The Co-Op seeks to preserve clients' dignity while encouraging self-responsibility and spiritual growth.

## **2. OVERVIEW**

The Lawrenceville Co-Op Employee Handbook (the "Handbook") has been developed to provide general guidelines about the Co-Op's policies and procedures for employees. It is a guide to assist you in becoming familiar with some of the privileges and obligations of your employment, including the Co-Op's policy of voluntary at-will employment. None of the policies or guidelines in the Handbook are intended to give rise to contractual rights or obligations, or to be construed as a guarantee of employment for any specific period of time, or any specific type of work. Additionally, with the exception of the voluntary at-will employment policy, these guidelines are subject to modification, amendment or revocation by the Co-Op at any time, without advance notice.

The personnel policies of the Co-Op are established by the Board of Directors, which has delegated authority and responsibility for their administration to the Executive Director. The Executive Director may, in turn, delegate authority for administering specific policies. Employees are encouraged to consult the Executive Director for additional information regarding the policies, procedures, and privileges described in this Handbook. Questions about personnel matters also may be reviewed with the Executive Director.

The Co-Op will provide each individual a copy of this Handbook upon employment. All employees are expected to abide by it. The highest standards of personal and professional ethics and behavior are expected of all Co-Op employees. Further, the Co-Op expects each employee to display good judgment, diplomacy and courtesy in their professional relationships with members of the Co-Op's Board of Directors, committees, membership, staff, and the general public.

## **3. VOLUNTARY AT-WILL EMPLOYMENT**

Unless an employee has a written employment agreement with the Co-Op, which provides differently, all employment at the Co-Op is "at-will." That means that employees may be terminated from employment with the Co-Op with or without cause, and employees are free to leave the employment of the Co-Op with or without cause. Any representation by any Co-Op officer or employee contrary to this policy is not binding upon the Co-Op unless it is in writing and is signed by the Executive Director with the approval of the Board of Directors.

## **4. EQUAL EMPLOYMENT OPPORTUNITY**

The Co-Op shall follow the spirit and intent of all federal, state and local employment laws and is committed to equal employment opportunity. To that end, the Board of Directors and Executive Director of the Co-Op will not discriminate against any employee or applicant in a manner that violates the law. The Co-Op is committed to providing equal opportunity for all employees and applicants without regard to race, color,

religion, national origin, sex, age, marital status, sexual orientation, disability, political affiliation, personal appearance, family responsibilities, matriculation or any other characteristic protected under federal, state or local law. Each person is evaluated on the basis of personal skill and merit. The Co-Op's policy regarding equal employment opportunity applies to all aspects of employment, including recruitment, hiring, job assignments, promotions, working conditions, scheduling, benefits, wage and salary administration, disciplinary action, termination, and social, educational and recreational programs. The Executive Director shall act as the responsible agent in the full implementation of the Equal Employment Opportunity policy.

The Co-Op will not tolerate any form of unlawful discrimination. All employees are expected to cooperate fully in implementing this policy. In particular, any employee who believes that any other employee of the Co-Op may have violated the Equal Employment Opportunity Policy should report the possible violation to the Executive Director.

If the Co-Op determines that a violation of this policy has occurred, it will take appropriate disciplinary action against the offending party, which can include counseling, warnings, suspensions, and termination. Employees who report, in good faith, violations of this policy and employees who cooperate with investigations into alleged violations of this policy will not be subject to retaliation. Upon completion of the investigation, the Co-Op will inform the employee who made the complaint of the results of the investigation.

The Co-Op is also committed to complying fully with applicable disability discrimination laws, and ensuring that equal opportunity in employment exists at the Co-Op for qualified persons with disabilities. All employment practices and activities are conducted on a non-discriminatory basis. Reasonable accommodations will be available to all qualified disabled employees, upon request, so long as the potential accommodation does not create an undue hardship on the Co-Op. Employees who believe that they may require an accommodation should discuss these needs with the Executive Director.

## **5. POLICY AGAINST WORKPLACE HARASSMENT**

The Co-Op is committed to providing a work environment for all employees that is free from sexual harassment and other types of discriminatory harassment. Employees are expected to conduct themselves in a professional manner and to show respect for their co-workers.

The Co-Op's commitment begins with the recognition and acknowledgment that sexual harassment and other types of discriminatory harassment are, of course, unlawful. To reinforce this commitment, the Co-Op has developed a policy against harassment and a reporting procedure for employees who have been subjected to or witnessed harassment. This policy applies to all work-related settings and activities, whether inside or outside the workplace, and includes business trips and business-related social events. The Co-Op's property (e.g. telephones, copy machines, facsimile machines, computers, and computer applications such as e-mail and Internet access) may not be used to engage in conduct that violates this policy. The Co-Op's policy against harassment covers employees and other individuals who have a relationship with the Co-Op which enables the Co-Op to exercise some control over the individual's conduct in places and activities that relate to the Co-Op's work (e.g. directors, officers, contractors, vendors, volunteers, etc.).

*Prohibition of Sexual Harassment:* The Co-Op's policy against sexual harassment prohibits sexual advances

or requests for sexual favors or other physical or verbal conduct of a sexual nature, when: (1) submission to such conduct is made an express or implicit condition of employment; (2) submission to or rejection of such conduct is used as a basis for employment decisions affecting the individual who submits to or rejects such conduct; or (3) such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile, humiliating, or offensive working environment.

While it is not possible to list all of the circumstances which would constitute sexual harassment, the following are some examples: (1) unwelcome sexual advances -- whether they involve physical touching or not; (2) requests for sexual favors in exchange for actual or promised job benefits such as favorable reviews, salary increases, promotions, increased benefits, or continued employment; or (3) coerced sexual acts.

Depending on the circumstances, the following conduct may also constitute sexual harassment: (1) use of sexual epithets, jokes, written or oral references to sexual conduct, gossip regarding one's sex life; (2) sexually oriented comment on an individual's body, comment about an individual's sexual activity, deficiencies, or prowess; (3) displaying sexually suggestive objects, pictures, cartoons; (4) unwelcome leering, whistling, deliberate brushing against the body in a suggestive manner; (5) sexual gestures or sexually suggestive comments; (6) inquiries into one's sexual experiences; or (7) discussion of one's sexual activities.

While such behavior, depending on the circumstances, may not be severe or pervasive enough to create a sexually hostile work environment, it can nonetheless make co-workers uncomfortable. Accordingly, such behavior is inappropriate and may result in disciplinary action regardless of whether it is unlawful.

It is also unlawful and expressly against the Co-Op policy to retaliate against an employee for filing a complaint of sexual harassment or for cooperating with an investigation of a complaint of sexual harassment.

*Prohibition of Other Types of Discriminatory Harassment:* It is also against the Co-Op's policy to engage in verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his or her race, color, gender, religion, sexual orientation, age, national origin, disability, or other protected category (or that of the individual's relatives, friends, or associates) that: (1) has the purpose or effect of creating an intimidating, hostile, humiliating, or offensive working environment; (2) has the purpose or effect of unreasonably interfering with an individual's work performance; or (3) otherwise adversely affects an individual's employment opportunities.

Depending on the circumstances, the following conduct may constitute discriminatory harassment: (1) epithets, slurs, negative stereotyping, jokes, or threatening, intimidating, or hostile acts that relate to race, color, gender, religion, sexual orientation, age, national origin, or disability; and (2) written or graphic material that denigrates or shows hostility toward an individual or group because of race, color, gender, religion, sexual orientation, age, national origin, or disability and that is circulated in the workplace, or placed anywhere in the Co-Op's premises such as on an employee's desk or workspace or on the Co-Op's equipment or bulletin boards. Other conduct may also constitute discriminatory harassment if it falls within the definition of discriminatory harassment set forth above.

It is also against the Co-Op's policy to retaliate against an employee for filing a complaint of discriminatory harassment or for cooperating in an investigation of a complaint of discriminatory harassment.

*Reporting of Harassment:* If you believe that you have experienced or witnessed sexual harassment or other discriminatory harassment by any employee of the Co-Op, you should report the incident immediately to your supervisor or to the Executive Director. Possible harassment by others with whom the Co-Op has a business relationship, including clients, vendors, and volunteers, should also be reported as soon as possible so that appropriate action can be taken.

The Co-Op will promptly and thoroughly investigate all reports of harassment as discreetly and confidentially as practicable. The investigation would generally include a private interview with the person making a report of harassment. It would also generally be necessary to discuss allegations of harassment with the accused individual and others who may have information relevant to the investigation. The Co-Op's goal is to conduct a thorough investigation, to determine whether harassment occurred, and to determine what action to take if it is determined that improper behavior occurred.

If the Co-Op determines that a violation of this policy has occurred, it will take appropriate disciplinary action against the offending party, which can include counseling, warnings, suspensions, and termination. Employees who report violations of this policy and employees who cooperate with investigations into alleged violations of this policy will not be subject to retaliation. Upon completion of the investigation, the Co-Op will inform the employee who made the complaint of the results of the investigation.

Compliance with this policy is a condition of each employee's employment. Employees are encouraged to raise any questions or concerns about this policy or about possible discriminatory harassment with the Executive Director. In the case where the allegation of harassment is against the Executive Director, please notify the Board President.

## **6. SOLICITATION**

Employees are prohibited from soliciting (personally or via electronic mail) for membership, pledges, subscriptions, the collection of money or for any other unauthorized purpose anywhere on Co-Op property during work time, especially those of a partisan or political nature. "Work time" includes time spent in actual performance of job duties but does not include lunch periods or breaks. Non-working employees may not solicit or distribute to working employees. Persons who are not employed by the Co-Op may not solicit or distribute literature on the Co-Op's premises at any time for any reason.

Employees are prohibited from distributing, circulating or posting (on bulletin boards, refrigerators, walls, etc.) literature, petitions or other materials at any time for any purpose without the prior approval of the Executive Director or his/her designee.

## **7. HOURS OF WORK, ATTENDANCE AND PUNCTUALITY**

### **A. Hours of Work**

Subject to Executive Director approval, the employee's supervisor shall determine the hours of employment that best suit the needs of the work to be done by the individual employee.

### **B. Attendance and Punctuality**

Attendance is a key factor in job performance. Punctuality and regular attendance are expected of all employees. Excessive absences (whether excused or unexcused), tardiness or leaving early is unacceptable. If you are absent for any reason or plan to arrive late or leave early, you must notify your supervisor and the Executive Director as far in advance as possible and no later than one hour before the start of your scheduled work day. In the event of an emergency, you must notify your supervisor as soon as possible.

For all absences extending longer than one day, you must telephone your immediate supervisor prior to the start of each scheduled workday. When reporting an absence, you should indicate the nature of the problem causing your absence and your expected return-to- work date. A physician's statement may be required as proof of the need for any illness-related absence regardless of the length of the absence.

Except as provided in other policies, an employee who is absent from work for three consecutive days without notification to his or her supervisor or the Executive Director will be considered to have voluntarily terminated his or her employment. The employee's final paycheck will be provided in the manner on file with the Co-Op.

Excessive absences, tardiness or leaving early will be grounds for discipline up to and including termination. Depending on the circumstances, including the employee's length of employment, the Co-Op may counsel employees prior to termination for excessive absences, tardiness or leaving early.

### **C. Overtime**

Overtime pay, which is applicable only to Non-Exempt Employees, is for any time worked in excess of 40 hours in a work week. Only the Executive Director or his or her designee, upon the request of an employee's supervisor, may authorize overtime. Overtime rate is one and one-half time (1½) the employee's straight time rate, except in instances involving a Sunday or holidays when the rate is two times the regular rate. Payment of overtime will be provided in the pay period following the period in which it is earned.



## 8. EMPLOYMENT POLICIES AND PRACTICES

### A. Definition of Terms

1. **Employer.** The Co-Op is the employer of all full-time, part-time and temporary employees. An employee is hired, provided compensation and applicable benefits, and has his or her work directed and evaluated by the Co-Op.
2. **Full-Time Employee.** A Full Time Employee regularly works 40 hours per week
3. **Part-Time Employee.** A Part Time Employee regularly works less than 40 hours per week but no less than 20 hours per week.
4. **Exempt Employee.** An Exempt Employee is an employee who is paid on a salary basis and meets the qualifications for exemption from the overtime requirements of the Fair Labor Standards Act ("FLSA").
5. **Non-Exempt Employee.** A Non-Exempt Employee is an employee who is paid an hourly rate and does not meet the qualifications for exemption from the overtime requirements of the Fair Labor Standards Act ("FLSA"). For Non- Exempt Employees, an accurate record of hours worked must be maintained. The Co-Op will compensate non-exempt employees in accordance with applicable federal and state law and regulations.
6. **Temporary Employee.** An individual employed, either on a full-time or part-time basis, for a specific period of time less than six months. Temporary employees are entitled only to those benefits required by statute or as otherwise stated in the *Co-Op Employee Handbook*.

All employees are classified as Exempt or Non-Exempt in accordance with federal and state law and regulations. Each employee is notified at the time of hire of his or her specific compensation category and exempt or non-exempt status.

### B. Background Checks

The Co-Op requires a criminal history check for all full-time, part-time and temporary employees upon hire, once a conditional offer of employment has been extended by the hiring manager. Although a disqualification is possible, in accordance with federal and state laws, a previous conviction does not automatically disqualify an applicant from consideration for employment with the Co-Op. Depending on a variety of factors (such as the nature of the position, the nature of the conviction, age of the candidate when the illegal activity occurred, etc.), the candidate may still be eligible for employment with the Co-Op.

However, if an applicant attempts to withhold information or falsify information pertaining to previous convictions, the employee will be disqualified from further employment consideration in any position with the Co-Op, due to falsification of an application.

An offer of employment may be extended to an applicant prior to the completion of the criminal conviction check. However, the applicant's first day of work in the position must not be prior to the satisfactory completion of the criminal conviction check.

## **9. POSITION DESCRIPTION AND SALARY ADMINISTRATION**

Each position shall have a written job description. In general, the description will include the: purpose of the position, areas of responsibilities, immediate supervisor(s), qualifications required, salary range, and working conditions affecting the job, e.g., working hours, use of car, etc. The supervisor(s) or the Executive Director shall have discretion to modify the job description to meet the needs of the Co-Op.

Paychecks are deposited electronically into employee bank accounts on the 15th and 30th of each month, except when either of those days falls on a Saturday, Sunday or holiday, in which case deposits will be made on the preceding workday. All salary deductions are itemized and made available to employees electronically. All non-exempt employees must report their hours worked to the Executive Director on a regular basis, using procedures and/or forms provided by the Executive Director.

## **10. WORK REVIEW**

The work of each employee is reviewed on an ongoing basis with the supervisor to provide a systematic means of evaluating performance. The annual performance review is a formal opportunity for the supervisor and employee to exchange ideas that will strengthen their working relationship, review the past year, and anticipate the Co-Op's needs in the coming year. The purpose of the review is to encourage the exchange of ideas in order to create positive change within the Co-Op. To that end, it is incumbent upon both parties to have an open, and honest discussion concerning the employee's performance. It is further incumbent upon the supervisor to clearly communicate the needs of the Co-Op and what is expected of the employee in contributing to the success of the Co-Op for the coming year.

Both supervisor and employee should attempt to arrive at an understanding regarding the objectives for the coming year. This having been done, both parties should sign the performance review form, which will be kept as part of the employee's personnel record and used as a guide during the course of the year to monitor employee progress relative to the agreed upon objectives.

The Executive Director reviews the work of all supervisors. Work reviews for other staff are the responsibility of the appropriate supervisor, subject to confirmation by the Executive Director.

## **11. ECONOMIC BENEFITS AND INSURANCE**

The Co-Op provides a minimal package of benefits to its employees. The following outline of available benefits is provided with the understanding that benefit plans may change from time to time, and the plan brochures (known as Summary Plan Descriptions) or contracts are to be considered the final word on the terms and conditions of the employee benefits provided by the Co-Op. For eligibility requirements, refer to the Plan document for each benefit program. Continuation of any benefits after termination of employment will be solely at the employee's expense and only if permitted by policies and statutes. The

Executive Director will annually determine levels of deductibility and co-payments for any insurance related benefits. The Co-Op reserves the right to modify or terminate any employee benefits, at any time.

- A. **Health/Life Insurance.** The Co-Op does not provide health or dental insurance benefits for its employees.
- B. **Social Security and Medicare.** The Co-Op participates in the provisions of the Social Security and Medicare programs. Employees' contributions are deducted from each paycheck and the Co-Op contributes at the applicable wage base as established by federal law.
- C. **Workers' Compensation and Unemployment Insurance.** The Co-Op participates in workers' compensation and unemployment insurance benefits only to the extent required by federal or state law. Workers' compensation insurance is required when the Co-Op has three or more employees. Unemployment insurance is required when the Co-Op has four or more employees. To assure proper protection for Co-Op employees and volunteers, any accident that occurs on the job must be reported, even if there are no apparent injuries.
- D. **Retirement Plan.** The Co-Op does not provide a retirement program for employees.

## 12. LEAVE BENEFITS AND OTHER WORK POLICIES

Employees are eligible for paid time off only when they have completed a 90-day probationary period and have received a satisfactory review of their performance by their supervisor.

### A. Holidays

The Co-Op will be closed for one or more days in connection with the following holidays:

New Year's Day	Labor Day
Martin Luther King, Jr.'s Birthday	Columbus Day
Presidents' Day	Thanksgiving Day
Good Friday	Day after Thanksgiving Day
Memorial Day	Christmas Eve
Independence Day	Christmas Day

Prior to the start of each new calendar year, the Executive Director will determine which days the Co-Op will be closed for each holiday listed above and shall notify each employee of that determination. Employees who would usually be scheduled to work on a day the Co-Op is closed will be paid for each such day at their regular rate of pay.

### B. Paid Time Off (PTO) Program

The Co-Op recognizes that employees have diverse needs for time off from work and has established a paid time off (PTO) policy to meet those needs. The benefits of PTO are that it promotes a flexible approach to time off. Employees are accountable and responsible for managing their own PTO hours

to allow for adequate reserves if there is a need to cover vacation, illness or disability, appointments, emergencies, or other situations that require time off from work.

**Eligibility.** All Co-Op employees who have successfully completed a 90-day probationary period are eligible to accrue PTO hours.

**Availability.** PTO accruals are available for use in the pay period following the pay period in which they are accrued.

**Accrual and Payment of PTO.** PTO is accrued for each semi-monthly pay period. Employees working fewer than 40 hours per week will earn PTO hours on a prorated basis, according to the accrual rate per pay period (see table below). Length of service determines the rate at which an employee will accrue PTO. Employees become eligible for the higher accrual rate on the first day of the pay period in which the employee's anniversary date falls.

Years of Service	Accrual Rate per Semi-Monthly Pay Period(Fulltime)	Equivalent Annual PTO Accrual (Fulltime)	Maximum Accrual*
Less than 1	6 hours	18 days (144 hours)	216 hours
1 – 3 Years	7 hours	21 days (168 hours)	252 hours
4 – 10 Years	9 hours	27 days (216 hours)	324 hours
10+ Years	10 hours	30 days (240 hours)	360 hours

\* No PTO hours may accrue beyond the maximum accruals listed.

**Use and Scheduling of PTO.** Employees are required to use available PTO when taking time off from work, with the exception of paid holidays, required jury duty, Co-Op closure due to severe weather, and any absences required by the Co-Op due to, for example, low workload. PTO may be taken in increments of as low as one hour. However, PTO may not be used for missed time because an employee reports late to work, except during inclement weather.

Whenever possible, PTO should be scheduled in advance, using procedures established by the Executive Director. PTO is subject to supervisory approval, staffing needs and established procedures. Unscheduled absences will be monitored. An employee will be counseled when the frequency of unscheduled absences adversely affects the operations of the Co-Op.

When PTO is used, an employee is required to request payment of PTO hours according to his or her regularly scheduled workday. For example, if an employee works a four-hour day, he or she would request four hours of PTO when taking that day off. PTO is paid at the employee's straight time rate. PTO is not part of any overtime calculation. Employees may not borrow against their PTO banks; therefore, no advance leave will be granted.

**Payment Upon Termination.** An employee will be paid upon resignation, separation or retirement for all PTO hours accumulated but not used. Employees whose positions are eliminated through a reduction in force or reorganization or whose hours drop below 20 hours per week are paid their accumulated PTO on the effective date of the termination.

### **C. Jury Duty**

The Co-Op believes in the civic responsibility of its employees and encourages this by allowing employees time off to serve jury duty when required. For time served on jury duty, the Co-Op will pay employees the difference between his or her salary and any amount paid by the government, unless prohibited by law, up to a maximum of ten days. If an employee is required to serve more than ten days of jury duty, the Co-Op will provide the employee with unpaid leave, unless the employee elects to use accrued Paid Time Off (PTO). Employees must provide the Co-Op a copy of proof of service by the court in which they serve.

### **D. Severe Weather Conditions**

The Co-Op closes when Gwinnett County schools are closed due to severe weather conditions. Paid Time Off (PTO) may be taken without prior scheduling and approval if the Co-Op is open but the employee is unable to reach the office due to severe weather conditions.

### **E. Meetings and Conferences**

Staff may be given limited time off by the Executive Director with pay to participate in educational opportunities related to the staff member's current or anticipated work with the Co-Op. An employee serving as an official representative of the Co-Op at a conference or meeting is considered on official business and not on leave.

## **13. REIMBURSEMENT OF EXPENSES**

Reimbursement is authorized for reasonable and necessary expenses incurred in carrying out job responsibilities. Mileage or transportation, parking fees, business telephone calls, and meal costs when required to attend a luncheon or banquet, are all illustrative of reasonable and necessary expenses.

Employees serving in an official capacity for the Co-Op at conferences and meetings are reimbursed for actual and necessary expenses incurred, such as travel expenses, meal costs, lodging, tips and registration fees. When attending meetings that have been approved by the Executive Director, employees are reimbursed for travel expenses, course fees, and costs of meals and lodging at the current rates. Employees also may be granted leave to attend a conference or professional meeting related to their professional development, and/or the Co-Op's current and anticipated work. Expenses for these purposes can be paid by the Co-Op, if funds are available, and the employee obtains prior written approval of such expenses.

Employees are responsible for transportation costs between the office and home during normal work hours. Transportation costs are paid by the Co-Op for work outside normal work hours if the employee is on official business for the Co-Op. Employees authorized to use their personal cars for Co-Op business are reimbursed at the U.S. Internal Revenue Service approved rate.

Forms are provided to request reimbursement for actual expenses and advance payment for travel. Receipts must be provided for all expenditures made in order to claim reimbursement.

## 14. SEPARATION

Either the Co-Op or the employee may initiate separation. The Co-Op encourages employees to provide at least two weeks (10 days) written notice prior to intended separation. After receiving such notice, an exit interview will be scheduled by the Executive Director or his or her designee. The Executive Director has authority to employ or separate all other employees. Circumstances under which separation may occur include:

1. **Resignation.** Employees are encouraged to give at least 10 business days of written notice. Since a longer period is desired, the intention to resign should be made known as far in advance as possible. Employees who resign are entitled to receive accrued, unused Vacation benefits.
2. **Termination or Lay-off.** Under certain circumstances, the termination or lay-off of an employee may be necessary. Employees who are terminated or laid off are entitled to receive accrued, unused Vacation benefits.

The Executive Director has authority to discharge an employee from the employ of the Co-Op. As stated above, all employment at the Co-Op is "at-will." That means that employees may be terminated from employment with the Co-Op with or without cause, and employees are free to leave the employment of the Co-Op with or without cause. Reasons for discharge may include, but are not limited to:

- Falsifying or withholding information on your employment application that did or would have affected the Co-Op's decision to hire you (this conduct will result in your immediate termination);
- Falsifying or withholding information in other personnel records including personnel questionnaires, performance evaluations or any other records;
- Performance at work below a level acceptable to the Co-Op or the failure to perform assigned duties;
- Failure to complete required time records or falsification of such time records;
- Insubordination;
- Refusing to work reasonable overtime;
- Negligence in the performance of duties likely to cause or actually causing personal injury or property damage;
- Fighting, arguing or attempting to injure another;
- Destroying or willfully damaging the personal property of another, including the Co-Op's property;

- Breach of confidentiality;
- Using or appearing to use for personal gain any information obtained on the job, which is not readily available to the general public or disclosing such information that damages the interests of the Co-Op or its clients, vendors or volunteers;
- Placing oneself in a position in which personal interests and those of the Co-Op are or appear to be in conflict or might interfere with the ability of the employee to perform the job as well as possible;
- Using Co-Op property or services for personal gain or taking, removing or disposing of the Co-Op's material, supplies or equipment without proper authority;
- Gambling in any form on the Co-Op's property;
- Dishonesty;
- Theft;
- The possession, use, sale or being under the influence of drugs or other controlled substances or alcoholic beverages during working hours or on the the Co-Op premises at any time in violation of the Co-Op's policies;
- Carrying or possessing firearms or weapons on Co-Op property;
- Excessive tardiness or absenteeism whether excused or unexcused;
- Unauthorized absence from work without proper notice; and
- Engaging in discriminatory or abusive behavior, including sexual harassment.

At the sole discretion of the Executive Director, the employee may be asked to leave immediately or be given a period of notice.

## **15. RETURN OF PROPERTY**

Employees are responsible for the Co-Op's equipment, property and work products that may be issued to them and/or are in their possession or control, including but not limited to:

- Telephone cards,
- Credit cards,
- Identification badges,
- Office/building keys,
- Computers, electronic programs and storage, electronic/voice mail codes, and
- Intellectual property (e.g., written materials, work products).

In the event of separation from employment, or immediately upon request by the Executive Director or his or her designee, Employees must return all Co-Op property that is in their possession or control. Where permitted by applicable law(s), the Co-Op may withhold from the employee's final paycheck the cost of any property, including intellectual property, which is not returned when required. The Co-Op also may take any action deemed appropriate to recover or protect its property.

#### **16. REVIEW OF PERSONNEL ACTION**

Employees may request a review of a personnel action or an unsatisfactory performance review. Employees are expected first to discuss their concern with their immediate supervisor. If further discussion is desired, the employee may then discuss the situation with the Executive Director. An appeal of the Executive Director's decision may be made to the Board's Staffing and Compensation Committee, whose decision is final.

#### **17. PERSONNEL RECORDS**

Personnel records are the property of the Co-Op, and access to the information they contain is restricted and confidential. A personnel file shall be kept for each employee and should include the employee's job application, copy of the letter of employment and position description, performance reviews, disciplinary records, records of salary increases and any other relevant personnel information. It is the responsibility of each employee to promptly notify his/ or her supervisor in writing of any changes in personnel data, including personal mailing addresses, telephone numbers, names of dependents, and individuals to be contacted in the event of an emergency.

All hourly employees must complete, within two days of the end of each pay period, their time and attendance record for review and approval by the Executive Director. Accurately recording time worked is the responsibility of every employee. Tampering, altering, or falsifying time records, or recording time on another employee's time record may result in disciplinary action, including separation from employment with the Co-Op.

#### **18. OUTSIDE EMPLOYMENT**

Individuals employed by the Co-Op may hold outside jobs as long as they meet the performance standards of their job with the Co-Op. Employees should consider the impact that outside employment may have on their ability to perform their duties at the Co-Op. All employees will be evaluated by the same performance standards and will be subject to the Co-Op's scheduling demands, regardless of any outside work requirements.

If the Co-Op determines that an employee's outside work interferes with their job performance or their ability to meet the requirements of the Co-Op, as they are modified from time to time, the employee may be asked to terminate the outside employment if he or she wishes to remain employed with the Co-Op.

Outside employment that constitutes a conflict of interest is prohibited. Employees may not receive any income or material gain from individuals or organizations for materials produced or services rendered while performing their jobs with the Co-Op.



## **19. NON-DISCLOSURE OF CONFIDENTIAL INFORMATION**

Any information that an employee learns about the Co-Op, its clients, volunteers, and donors, as a result of working for the Co-Op that is not otherwise publicly available constitutes confidential information. Employees may not disclose confidential information to anyone who is not employed by the Co-Op or to other persons employed by the Co-Op who do not need to know such information to assist in rendering services.

The protection of privileged and confidential information is vital to the interests and the success of the Co-Op. The disclosure, distribution, electronic transmission or copying of the Co-Op's confidential information is prohibited. Such information includes, but is not limited to the following examples:

- Compensation data
- Program and financial information, including information related to clients, donors, volunteers, and pending projects and proposals.

Employees are required to sign a non-disclosure agreement as a condition of employment. Any employee who discloses confidential Co-Op information will be subject to disciplinary action (including possible separation), even if he or she does not actually benefit from the disclosure of such information.

Discussions involving sensitive information should always be held in confidential settings to safeguard the confidentiality of the information. Conversations regarding confidential information generally should not be conducted in places where conversations might be overheard.

## **20. COMPUTER AND INFORMATION SECURITY**

This section sets forth some important rules relating to the use of the Co-Op's computer and communications systems. These systems include individual PCs provided to employees, centralized computer equipment, all associated software, and the Co-Op's telephone and voice mail systems.

The Co-Op has provided these systems to support its mission. Although limited personal use of the Co-Op's systems is allowed, subject to the restrictions outlined below, no use of these systems should ever conflict with the primary purpose for which they have been provided, the Co-Op's ethical responsibilities or with applicable laws and regulations. Each user is personally responsible to ensure that these guidelines are followed.

All data in the Co-Op's computer and communication systems (including documents, other electronic files, e-mail and recorded voice mail messages) are the property of the Co-Op. The Co-Op may inspect and monitor such data at any time. No individual should have any expectation of privacy for messages or other data recorded in the Co-Op's systems. This includes documents or messages marked "private," which may be inaccessible to most users but remain available to the Co-Op. Likewise, the deletion of a document or message may not prevent access to the item or completely eliminate the item from the system.

The Co-Op's systems must not be used to create or transmit material that is derogatory, defamatory, obscene or offensive, such as slurs, epithets or anything that might be construed as harassment or disparagement

based on race, color, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or religious or political beliefs. Similarly, the Co-Op's systems must not be used to solicit or proselytize others for commercial purposes, causes, outside organizations, chain messages or other non- job-related purposes.

Security procedures for the Co-Op's computer system, networks and voice mail system are in place. The following activities, which present security risks, should be avoided.

- Attempts should not be made to bypass, or render ineffective, security facilities provided by the Co-Op.
- Passwords should not be shared between users. If written down, passwords should be kept in places not easily accessible.
- Document libraries of other users should not be browsed unless there is a legitimate business reason to do so.
- Individual users should never make changes or modifications to the hardware configuration of computer equipment. Requests for such changes should be directed to the Executive Director.
- Additions to or modifications of the standard software configuration provided on the Co-Op's computers should never be attempted by individual users. Requests for such changes should be directed to the Executive Director.
- Individual users should never load personal software to Co-Op computers. This practice risks the introduction of a computer virus into the system. Requests for loading such software should be directed to the Executive Director.
- Programs should never be downloaded from bulletin board systems or copied from other computers outside the Co-Op onto Co-Op computers.
- The Co-Op's computer facilities should not be used to attempt unauthorized access to or use of other organizations' computer systems and data.
- Computer games should not be loaded on the Co-Op's computers.
- Unlicensed software should not be loaded or executed on the Co-Op's computers.
- Company software (whether developed internally or licensed) should not be copied onto media other than for the purpose of backing up your hard drive.
- Software documentation for programs developed and/or licensed by the Co-Op should not be removed from the Co-Op's offices.
- Individual users should not change the location or installation of computer equipment in offices and work areas. Requests for such changes should be directed to the Executive Director.

## **21. INTERNET ACCEPTABLE USE POLICY**

The Co-Op has provided access to the Internet for authorized users to support its mission. No use of the Internet should conflict with the primary purpose of the Co-Op, its ethical responsibilities or with applicable laws and regulations. Each user is personally responsible to ensure that these guidelines are followed. Serious repercussions, including termination, may result if the guidelines are not followed.

The Co-Op may monitor usage of the Internet by employees, including reviewing a list of sites accessed by an individual. No individual should have any expectation of privacy in terms of his or her usage of the Internet.

The Co-Op's connection to the Internet may not be used for any of the following activities:

- The Internet must not be used to access, create, transmit, print or download material that is derogatory, defamatory, obscene, or offensive, such as slurs, epithets, or anything that may be construed as harassment or disparagement based on race, color, national origin, sex, sexual orientation, age, disability, medical condition, marital status, or religious or political beliefs.
- Downloading or disseminating of copyrighted material that is available on the Internet is an infringement of copyright law. Permission to copy the material must be obtained from the publisher. For assistance with copyrighted material, contact the Executive Director.
- Employees should safeguard against using the Internet to transmit personal comments or statements through e-mail or to post information to news groups that may be mistaken as the position of the Co-Op.
- The Internet must not be used to access, send, receive or solicit sexually-oriented messages or images.
- Without prior approval of the Executive Director, software should not be downloaded from the Internet as the download could introduce a computer virus onto the Co-Op's computer equipment. In addition, copyright laws may cover the software so the downloading could be an infringement of copyright law.
- The Internet should not be used to solicit or proselytize others for commercial purposes, causes, outside organizations, chain messages or other non-job related purposes.
- Employees should not download personal e-mail or Instant Messaging software to the Co-Op's computers.
- Employees should guard against the disclosure of confidential information through the use of Internet e-mail or news groups.

- The Internet should not be used to send or participate in chain letters, pyramid schemes or other illegal schemes.
- The Internet should not be used to endorse political candidates or campaigns.

The Internet provides access to many sites that charge a subscription or usage fee to access and use the information on the site. Requests for approval must be submitted to the Executive Director.