

**Jackson Purchase  
Resource Conservation and Development  
Foundation, Inc.**

**Employee Handbook**

**2004 revised**

Jackson Purchase RC&D Foundation, Inc.  
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## **I. Introduction**

The Jackson Purchase RC&D Foundation, Inc. is a non governmental, nonprofit 501(c)(3), charitable tax-exempt corporation founded in 1994 to bring local people and local organizations together to identify resource problems/opportunities and seek solutions to these problems, without sacrificing economic growth or environmental quality. Jackson Purchase RC&D Foundation, Inc. serves Ballard, Calloway, Carlisle, Fulton, Graves, Hickman, Marshall, and McCracken Counties in Kentucky.

Jackson Purchase RC&D Foundation, Inc (JPF) receives direct and inkind funding for program and project activities. Sources of funding include: nonprofit organizations, private foundations, public foundations, corporate foundations, individuals, government, businesses, and industry.

JPF has a Board of Directors comprised of members of the community. The Board of Directors establishes our mission and policies and the President is charged with implementing them. It is the Executive Committee's responsibility to hire, supervise and make personnel decisions regarding all employees, although the Executive Committee may choose to delegate some of these responsibilities to other managerial staff within the Foundation.

Because of our charitable mission and our public support, we believe that JPF's employees have a special responsibility to adhere to the highest standards of ethics and professionalism in representing the Foundation and carrying out our mission.

## **II. Purpose of This Employee Handbook**

This Employee Handbook is intended to serve as a guideline, describing the basic personnel policies and practices. It is not intended to create, and is not a contract of employment. No contractual rights are conferred on the employee by this Employee Handbook; its provisions shall not constitute contractual obligations enforceable against Jackson Purchase RC&D Foundation, Inc. The employees of JPF are terminable-at-will, meaning that either the employee or JPF may terminate the employment relationship at any time, with or without cause.

JPF reserves the right to make changes, from time to time, with or without notice, in the policies and practices described in this Handbook. Moreover, because it is impossible to anticipate every situation that may arise, JPF reserves its right to address a situation in a manner different from that described herein if, in JPF's discretion, the circumstances so warrant.

If you have questions about the policies and procedures described in this Handbook, or suggestions for improvement, please see the President or a member of the Board of Directors.

### **III. Equal Employment Opportunity**

Jackson Purchase RC&D Foundation, Inc is committed to a policy of equal employment opportunity, and does not discriminate in the terms, conditions, or privileges of employment on account of race, color, religion, national origin, sex, age, physical or mental disability, or otherwise as may be prohibited by federal and state law.

Any employee who believes that s/he or any other employee of JPF has been discriminated against is strongly encouraged to report this concern promptly to the Executive Committee.

JPF also has a policy prohibiting discriminatory harassment, including sexual harassment. This policy is described in Sections XII and XIII below.

### **IV. Terms and Conditions of Employment**

#### **A. *At-Will Status***

Employees of JPF are employed at will, which means that they are not hired for any definite period of time and either they or JPF may terminate the employment relationship at any time, with or without cause. The only exception to this rule would be an employee who, due to unusual circumstances, has been provided a promise of employment for a particular length of time, which is in writing and signed by the President of the Board of Directors.

Only the Executive Committee or the Full Board of Directors has the authority to make any promises to employees regarding the duration of employment; to be binding, such promises must be in writing and signed by the President to the Board of Directors. If you believe that you have been made any promises to the effect that your employment will continue for some definite period of time, and that you are not an at-will employee, please consult with the President immediately.

#### **B. *Classification of Employees***

Full-time employees are those employed to work on a regular basis for at least 40 hours per week. They are eligible for all benefits described in this Handbook, so long as they meet the applicable requirements, such as length of service. These employees may be permanent or temporary employees.

Part-time employees are those employed to work on a regular basis for fewer than 40 hours per week. They are eligible for only those benefits that they have been promised in writing (signed by the President to the Board of Directors), or that are stated in this Handbook to be available to part-time employees. These employees may be permanent or temporary employees.

Temporary employees are those hired with the understanding that their employment will not continue beyond a stated date or beyond completion of a

specified project or projects. They are eligible for only those benefits that they have been promised in writing (signed by the President of the Board of Directors).

All employees of JPF, whether full-time, part-time, or temporary, are employed at will. See previous section regarding at-will employment.

Independent contractors are those non-employees who are paid on a fee-for-service basis to perform certain specified services. Volunteers are those who provide services to JPF without financial compensation, other than reimbursement of authorized expenses. Neither independent contractors nor volunteers are considered employees of JPF; thus, they are not covered by this Employee Handbook.

### **C. Exempt/Non-exempt Employees; Overtime Pay**

When hired, you will be told whether your position is "exempt" (meaning, among other things, you are exempt from the overtime pay requirements of the Fair Labor Standards Act) or "non-exempt" (meaning you are covered by the overtime requirements). Generally speaking, exempt employees are those whose jobs are primarily executive, administrative, or professional in nature, as defined by federal regulations, and who are paid on a salary basis, again as defined by federal regulations. Generally speaking, non-exempt employees are those whose jobs are primarily inspecting goods, performing maintenance work, repairing machines, cleaning, routine clerical tasks, etc.

#### **1. Exempt Employees and Overtime**

The primary work requires either advanced knowledge customarily acquired by specialized study or originality and creativity. Employees must use discretion and independent judgment. Employees' work must be intellectual and varied, not standardized. No more than 20 percent of employee's workweek can be spent in non-exempt tasks.

Exempt employees are responsible for working as many hours as necessary to get the job done, but may check with their supervisors to arrange for compensatory time, which may be granted when, in the supervisor's discretion, it is appropriate and circumstances permit.

#### **2. Non-exempt Employees and Overtime**

If you are non-exempt, you will be paid overtime, at the rate of one and one half times your regular hourly rate of pay, for any hours worked beyond 40 hours in a given work week. However, non-exempt employees must obtain advance permission from the President before working more than 40 hours in a work week.

For overtime purposes, the work week begins Sunday at 12:01 a.m. and ends Saturday at midnight. Only those hours that are actually worked by the employee will be considered "hours worked" in computing whether overtime is due and, if so, how much. Scheduled and unscheduled absences and time off for holidays, vacation, sickness, jury duty, bereavement leave or military leave, or for other reasons, will not count as hours worked for this purpose.

Non-exempt employees may not take compensatory time in lieu of overtime pay, unless the compensatory time is taken within the same work week in which the extra hours were worked. For instance, if this week you work 12 hours on Monday, it is permissible (with the advance consent of your supervisor) to work only four hours on Tuesday, so that by the end of the week you will not have worked over 40 hours. In fact, your supervisor may require that you take such compensatory time. However, you may not wait until the next week to take the four hours off and use that in lieu of overtime pay.

#### ***D. Time Sheets***

All employees (including exempt, non-exempt, full-time, part-time and temporary) are responsible for completing and submitting time sheets.

#### ***E. Reporting to Work***

The regular, full-time work day is from 8:00 a.m. to 4:30 p.m., with a thirty minute lunch period. If you are away from work or late for any reason and have not received advance permission for the absence, please call your supervisor before 8:30 a.m. to report your absence or lateness. **Absence without notice for three days may be considered a voluntary resignation.**

#### ***F. Maxiflex Work Schedule***

The basic work requirement of a full-time employee consists of an eight-hour day, 40-hours a week, and 80-hours in the biweekly pay period. Employees on maxiflex must have established duty hours.

Employees may vary their established starting and, subsequently, their established ending time for their eight-hour day up to one-half hour without supervisor notification, and more than one-half hour with prior supervisory notification, so long as they are at work during the core time (9:30 a.m. to 2:30 p.m.). This notification is to allow supervisors to schedule meetings, conferences, etc., and is not required for employees on approved travel days. For example, an employee who has a half hour lunch break can one day work a schedule of 7:00 a.m. to 3:30 p.m. and the next day work from 7:30 a.m. to 4:00 p.m.

Employees who work more than eight (8) hours in a day are entitled to earn compensatory time, up to a maximum of two (2) hours per day. Employees cannot earn compensatory time on a holiday. Earning compensatory time does not require approval from supervisor; however, using compensatory time does require approval from their supervisor. Compensatory time is earned and used in 15 minute increments and compensatory balances are carried forward from pay period to pay period. Full-time employees working approved maxiflex schedules cannot carry forward, from pay period to pay period, more than 24 compensatory hours. Part-time employees on the maxiflex schedule cannot carry forward from one pay period to the next. Compensatory time cannot be used until they are earned.

## V. Compensation and Benefits

### A. Pay

Employees are paid biweekly, on or about the Wednesday following the end of each pay period. Actual date may vary due to weekends and holidays.

### B. Bonuses (*Salaried Employees Only*)

Bonuses, when paid, are a matter of discretion, not of right. That is, whether a bonus will be paid in a particular year will depend upon a number of factors to be considered by the Executive Committee and/or Board of Directors. JPF makes no promise regarding the payment of bonuses, and employees should not expect to receive a bonus. The fact that a bonus may be granted once, or more than once, does not mean that it will be granted again in the future, or that, if granted, it will be in the same amount.

### C. Expenses

Employees must obtain the advance consent of their supervisor before incurring expenses for which they will seek reimbursement. **Approved expenses must be documented, with original receipts attached, and submitted within 30 days of the date on which they were incurred.** Expenses held longer than 30 days may not be reimbursed unless unusual circumstances caused the delay in seeking reimbursement. Examples of expenses include travel, training, supplies, etc. while away from the office, etc. ALL expenses must be approved in advance of expenditure or JPF may refuse reimbursement.

### D. Benefits

This section describes the fringe benefits currently offered to employees of JPF. Except where indicated, these benefits are available only to full-time employees. **This section does not apply to temporary employees, whose benefits, if any,**

**will be limited to those stated in writing by the President of the Board of Directors.**

JPF reserves the right, in its discretion, to change the nature of the benefits offered to employees, or to change insurance carriers, deductibles, premiums, or other features of any benefit. In addition, JPF may decide to discontinue one or more benefits. Covered employees will be notified of such changes or discontinuations as soon as practicable.

## **1. Paid Holidays**

The Jackson Purchase RC&D Foundation, Inc. observes the following Federal holidays, plus any other days which the Board of Directors may so designate.

|                      |                  |
|----------------------|------------------|
| New Year's Day       | Columbus Day*    |
| M. L. King, Jr. Day* | Veterans Day     |
| President's Day*     | Thanksgiving Day |
| Memorial Day         | Christmas Day    |
| Independence Day     |                  |
| Labor Day            | *Monday Holiday  |

For full-time employees, when a holiday falls on a Saturday, the preceding Friday shall be observed. When a holiday falls on Sunday, the following Monday shall be observed. If an employee does work on a designated holiday, s/he will be permitted to take a different paid day off, to be selected by the employee with the consent of his/her supervisor.

Full-time employees are paid for each observed holiday (or substitute day off). Part-time employees are entitled to be paid for only those designated holidays, substitute days off, or portions thereof on which they would ordinarily work, according to their regular, approved schedules. However, neither full-time non-exempt employees nor part-time non-exempt employees will be paid for a holiday unless they either worked on their regularly scheduled work days immediately preceding and immediately following the holiday, or they were out on approved vacation leave or sick leave on those days.

For full-time Exempt Employees will be paid for Monday Holidays only when the regular work schedule includes the actual Monday where the Holiday falls during said work schedule.

## **2. Vacation Leave**

Vacation leave is provided for vacation periods, for taking care of personal business, and for emergencies. All employees are eligible to earn vacation

leave except student interns and co-op students unless deemed otherwise by the Board of Directors.

Employees are to submit requests for vacation leave to their supervisor prior to the pay period in which the vacation leave is requested.

Full-time employees are credited with vacation leave at the beginning of each pay period as follows:

|  |         |
|--|---------|
| Less than 3 years of service               | 4 hours |
| 3 years of service, but less than 15 years | 6 hours |
| 15 years of service or more                | 8 hours |

Leave Eligible Part-time employees are credited with vacation leave at the beginning of each pay period as follows:

|  |   |
|--|---|
| Less than 3 years of service               | 0.05 times the number of hours in pay status  |
| 3 years of service, but less than 15 years | 0.075 times the number of hours in pay status |
| 15 years of service or more                | 0.10 times the number of hours in pay status  |

Employees cannot carry over more than 30 days (240 hours) from one leave year to another. Normally, vacation leave in excess of the amount an employee may legally carry over to a new leave year is lost. A new leave year begins with the first full pay period in January. Partial hours shall be rounded to the nearest whole hour. Less than one-half shall be rounded down, more than one-half shall be rounded up.

Employees are entitled to a lump-sum payment for all accumulated vacation leave to their credit at the time of their separation. Accumulated vacation leave consists of the following:

- The regular carry-over balance from the previous leave year, if any,
- Accrued and unused vacation leave during the current leave year, if any, and
- Any unused, restored vacation leave.

### 3. Sick Leave

Sick leave is intended to provide individuals with some degree of assurance against salary loss when sick. Most employees are eligible to earn sick leave. Interns and co-op students are not eligible to earn sick leave. There may be other cases where part-time employees may not earn sick leave. There is no limit to the amount of sick leave that can be accumulated.

Full-time employees are credited with sick leave at the beginning of each pay period as follows:

4 hours per pay period

Part-time employees are credited with sick leave at the beginning of each pay period as follows:

0.05 times the number of hours in pay status

Sick leave, if authorized or approved, can be taken at any time during the pay period in which it is earned. Partial hours shall be rounded to the nearest whole hour. Less than one-half shall be rounded down, more than one-half shall be rounded up.

Sick leave may be used as follows: personal sickness, bodily injury, physical or dental examinations/treatment, and exposure to a contagious disease when continued work may jeopardize the health of others, or care for an immediate family member.

An employee who is absent because of sickness must notify his/her supervisor as early as practicable on the first day of absence. Requests for sick leave to be used for medical, dental, or optional examination or scheduled treatment must be approved by the supervisor in advance. **Any approval of sick leave in excess of three workdays in one period of absence must be supported by written medical evidence acceptable to the supervisor.** If the period of absence is less than three working days, the supervisor can accept the employee's statement as to his/her incapacitation for work.

Supervisor may require a physician's certificate, as to the nature of an employee's illness and as to his/her physical capacity to resume duties for each occasion on which s/he uses sick leave, immediately upon his/her return to work. However, for periods of extended sick leave use or in instances where restrictive leave policy becomes necessary, the supervisor may require the employee to provide medical evidence of incapacitation for duty before pre-approving or post-approving sick leave.

Acceptable medical evidence for continuing or extended use of sick leave must include a physician's diagnosis of the illness and a prognosis that is in sufficient detail that the supervisor can make a determination on when to reasonably expect the employee to be fit for duty.

#### **4. Family and Medical Leave**

Eligible employees may take up to 12 weeks per year of Family and Medical Leave for the reason of illness in the employee's family (includes mother, father, legal guardian, grandmother, grandfather, spouse, or child) which requires the care of the employee.

Family and Medical Leave will be unpaid, except under certain circumstances, an eligible employee may elect or the employer may require the employee to substitute accrued paid (vacation or sick) leave for the unpaid leave provided herein.

#### **5. Bereavement Leave**

Full-time and part-time employees who experience the death of a parent, parent-in-law, legal guardian, grandparent spouse, sibling, child, or grandchild, or a step-parent, step-sibling, step-child, or step-grandchild, may take up to three days of un-paid bereavement leave. An eligible employee may elect to substitute accrued paid (vacation or sick) leave for the unpaid leave provided herein.

#### **6. Jury Duty**

If you are selected for jury duty, you will be placed on leave. During the first week of this leave period, JPF will pay you the difference between your normal pay and the amount you are paid for serving as a juror, so long as you give your supervisor notice of your selection for jury duty within three business days of receiving the notice.

#### **7. Military Leave**

If you must be absent from work due to service in the uniformed services, please notify your supervisor as much in advance as possible, so that we may make plans for your absence. JPF complies with federal law regarding re-employment of persons who leave work to serve in the uniformed services.

#### **8. Unpaid Leave**

**Full-time and part-time employees may request unpaid leave, not covered by any of the other policies included herein, by filing a written request with the President.** The President may grant or deny the request, in his/her discretion, depending on the circumstances of the

request and/or the needs of JPF. An employee does not accrue vacation leave or sick leave while on unpaid leave. If a request for unpaid leave is granted, JPF will, in its discretion, determine whether any benefits will continue through the leave, and at what cost, if any, to the employee. This will depend upon a number of factors, including the nature and extent of the leave. Employee will be required to use any unused paid leave before unpaid leave will be granted.

## **9. Worker's Compensation**

All employees of JPF are covered by worker's compensation insurance, as required by law. Employees must report any work-related injury or illness immediately to the President.

## **10. Health Insurance**

JPF currently does not provide life insurance unless specifically detailed outside of this manual, in writing.

## **11. Life Insurance, Dental Insurance and/or Disability Insurance**

JPF currently does not provide life insurance, dental insurance, or disability insurance to its employees nor their families.

## **12. Pension Plan**

JPF currently does not participate in a pension plan unless specifically detailed outside this manual, in writing.

# **VI. Job Performance and Conduct**

Generally, performance reviews of employees will be conducted on an annual basis, although usually a new employee will be reviewed at the end of the first three months, six month, twelve months and then on a annual basis as well. Performance reviews are intended to identify both those aspects of the job which are being performed well and those aspects that need attention. They are also a formal opportunity for you to express any concerns you might have about the job or about your employment with JPF. However, if you do have concerns, there is no need to wait until your next review to express them; your supervisor is available throughout the year to meet with you about issues, problems or questions related to your employment.

In addition to expecting employees to perform their jobs competently and reliably, JPF expects employees to conduct themselves in a professional, ethical and responsible manner that reflects well upon the Foundation, that promotes a spirit of cooperation and teamwork among employees, and that is respectful of the clients, volunteers, and members of the public with whom we interact. Failure to do so may lead to corrective action, including dismissal.

Although it is impossible to anticipate in advance every possible kind of misconduct that would be of concern to JPF and that could lead to corrective action, including dismissal, the following conduct is prohibited and will not be tolerated. This list of prohibited conduct is illustrative only and is not intended to be exhaustive:

- (1) Violation of any of the policies described in this Handbook or otherwise communicated to employees.
- (2) Conduct, including speech that physically harms or threatens others or that is abusive to or disrespectful of JPF's directors, employees, contractors, clients, volunteers or other persons involved with JPF.
- (3) Failure to adhere to the work schedule that has been established for you. This includes absence without notice to JPF, except where an emergency prohibited the giving of notice and notice was given as soon as reasonably possible.
- (4) Failure to be honest in your communications with JPF and/or falsifying records or other documents.
- (5) Theft or misappropriation of property owned by JPF, a co-worker, a client, or anyone else who has property that you may come into contact with through your employment.
- (6) Unlawful conduct during non-work hours that might lead our clients or the public to lose confidence in you or in JPF.
- (7) Insubordination.
- (8) Failure to conduct yourself in a professional and cooperative manner while carrying out your duties.
- (9) Neglect of duty; failure to perform your responsibilities in a manner acceptable to JPF.

#### **A. *Political Activity***

JPF employees have a civic responsibility to support good government by every available means and in every appropriate manner. Each employee may join or affiliate with civic organizations of a partisan or political nature, may attend political meetings, may advocate and support the principles or policies of civic or political organizations in accordance with the Constitution and laws of the Commonwealth of Kentucky and in accordance with the Constitution and laws of the United States of America. However, no employee shall engage in partisan political activity while on duty or as representing JPF's position on a political party.

## **B. Gifts and Favors**

No employee shall accept any gift, favor, or thing of value that may tend to influence the employee in the discharge of his/her duties.

This policy shall not prohibit:

- (1) Receipt of honorariums for the officers' or employees' participation in meetings;
- (2) Advertising items or souvenirs of nominal value;
- (3) Meals furnished at banquets or business dinners;
- (4) Receipt or exchange of gifts or favors between employees/members and their friends and/or relatives where it is clear that the motivating factor is a personal relationship rather than a business relationship.

## **C. Solicitations**

In order to protect employees from unwanted interruptions, it is the policy of JPF that solicitations by outsiders for any reason and solicitations by employees on JPF property are forbidden.

## **D. Vehicle Use**

JPF may provide vehicles for use by its employees to conduct its business. Personal use of a JPF vehicle is prohibited. No passenger is allowed in a JPF vehicle unless s/he is an employee, the passenger is being transported as a direct function of the Foundation, the passenger is a colleague traveling with the employee to some education or business related function, or the passenger is in distress and the employee is acting as a "good Samaritan." Each employee that operates a JPF vehicle is cautioned to always obey all traffic laws of the Commonwealth of Kentucky; failure to do so may result in disciplinary action. Any employee involved in an accident while operating a JPF vehicle should immediately notify his/her supervisor. The accident shall be subject to review by the Board of Directors. The findings of the Board of Directors may result in disciplinary action. Employee will be held personally liable for any careless and reckless activity with JPF vehicles.

Occasionally, the practice of using one's personal vehicle to conduct JPF business may arise. In this case, the employee should request authorization from his/her supervisor prior to using the personal vehicle, and may request reimbursement for the number of miles traveled. A record should be kept of the date, place traveled, and the number of miles traveled for each time an employee uses his/her personal vehicle. The employee shall be reimbursed by JPF, with the supervisor's

approval, at a rate per mile as approved by the Board of Directors. Upon the presentation of a written travel reimbursement request.

### **E. Property Issued to Employee**

Any JPF property issued to an employee shall remain the property of JPF. The employee is responsible for returning all property issued if the employee terminates employment. Should the employee fail to return any property belonging to and issued by JPF, JPF shall use all means at its disposal, including legal action, to regain the property or the monetary value of the property.

Each supervisor shall be responsible for maintaining a record of the property issued for the personal use of the employee, and the collection of the property should the employee terminate employment with JPF. If the supervisor is unsuccessful in collecting the property at termination, the Board of Directors shall be notified as soon as possible in writing, detailing the property not collected with an estimated value of the property.

## **VII. Corrective Action; Dismissal**

When performance issues are identified with respect to an employee, when instances of unacceptable conduct occur, or when for any reason the employment relationship has become problematic from the point of view of JPF, any of a variety of steps might be taken, up to and including termination. In most cases, the employee might be given an oral or written warning. In other cases, immediate probation, suspension (with or without pay), demotion, termination or other corrective action might take place. JPF reserves its right to determine what it believes is an appropriate response, and to implement it.

## **VIII. Separation from Employment**

As stated above, all employees of JPF are employed at will, meaning that they or the employer may terminate the employment relationship at any time, with or without cause. The following policies apply to those who are separating from JPF employment.

### **A. Notice**

Employees are asked to give at least two weeks notice of resignation. Some employees, upon hiring, will be asked to give more notice than this, because of the nature of their employment. JPF reserves the right to pay a resigning employee for the notice period, but to prohibit the employee from working for JPF during that time.

### **B. Lay-offs**

There may be times when JPF determines that it is necessary to make cutbacks or reductions in staff, leading to the lay-off of one or more employees. In determining which employee(s) shall be laid off, JPF may consider any and all factors that it deems relevant, including, without limitation: the needs of JPF as a

whole; the skills, qualifications and performance histories of individual employees; anticipated changes in funding received or services to be provided by JPF; seniority; budgetary constraints; and any restrictions or guidelines imposed by law or by funding sources. The employee will **NOT** be eligible for unemployment insurance compensation upon separation.

### **C. Use of Grievance Procedures in Cases of Termination**

Employees (other than temporary employees) who have been employed for at least one year and who are dismissed from employment may use the Grievance Procedures described in Section IX below to challenge the dismissal. However, JPF is not required to keep such employees on the payroll or enrolled in any benefits pending completion of the grievance process.

### **D. Pay Upon Termination**

Upon voluntary or involuntary termination of the employment relationship, regardless of the reason, the employee will be paid any wages earned but not yet paid, and any accrued but unused vacation pay. Severance pay will be paid only as authorized in Section VIII:C, above.

## **IX. Grievance Procedure**

If an employee who has been continuously employed by JPF for at least one year, and is not a temporary employee, feels that inappropriate corrective action has been taken against him/her, and the employee has been unable to resolve the matter informally by speaking with the supervisor, the employee may file a written grievance with the Board of Directors within 10 business days of the taking of the action. The Board of Directors will conduct an investigation of the incident, where appropriate, and will generally provide a written response to the employee within 30 business days. If more time is needed to respond to the complaint, the person filing the complaint will be so notified. The decision of the Board of Directors is final.

The filing of a grievance does not operate to suspend the action being complained of. For instance, if the employee is complaining that s/he was unfairly suspended without pay, s/he will remain suspended without pay for the period initially determined, unless and until the Board of Directors reverses the decision leading to the suspension. Similarly, JPF has no obligation to keep a terminated employee on the payroll or enrolled in any benefits not ordinarily available to terminated employees, pending completion of the grievance process. However, if the action is reversed, the Board of Directors may determine, in his/her discretion, that the employee should be reimbursed for some or all of the pay and/or benefits lost during the interim.

Temporary employees and employees who have not completed at least one year of continuous employment with JPF are not entitled to use the formal Grievance Procedure outlined above, but are encouraged to discuss any concerns they may have with their supervisor.

## **X. Confidentiality**

JPF and its employees have an ethical and legal obligation to respect the privacy of our clients, and to protect and maintain the confidentiality of all information that we learn about our clients, their family members and friends in the course of providing services to them.

Client records are legally protected confidential records and must be treated as such. This means that client records maintained by JPD must be maintained and stored in file cabinets in the office at all times except when they are being reviewed or supplemented by an authorized employee. Client records should never leave the office, except as permitted by JPF's Confidentiality Policy.

Client records and client-related business (including the names of clients) should not be discussed with or disclosed to anyone except: co-workers who are specifically authorized under JPF's Confidentiality Policy to have access to such information; your supervisor; the Executive Director; any person authorized by the client to obtain information about the client from you (any such authorization must be in writing in a form approved by the Executive Director or President and must be retained in the client file); or any person with whom the Executive Director or President has authorized you to share the information. As tempting as it may be at times, it is illegal, unethical, and a violation of our Confidentiality Policy for you to discuss client matters with your friends, spouse, relatives, or anyone else, except those persons listed above, unless you are ordered to do so by a court or otherwise required to do so by law. If someone is insisting on obtaining information from you about a client, and the client has not authorized the disclosure, refer the matter to the Executive Director, or President.

Violations of JPF Confidentiality Policy are considered very serious and may result in disciplinary action, up to and including dismissal.

## **XI. Discriminatory Harassment**

It is a violation of both federal and state law to harass anyone at work because of their race, color, age, religion, sex, disability, or national origin. JPF is committed to maintaining a workplace that is free of any such harassment.

If you believe that you have been subject to discriminatory harassment by a co-worker, supervisor, volunteer, client, vendor, or by anyone else during the course of your employment, please report your concerns immediately to your supervisor or the Executive Director or the President. Retaliation against an employee by any person under JPF's control for opposing such harassment, for filing a bona fide complaint of discriminatory harassment or for providing information in good faith regarding another employee's complaint will not be tolerated.

Once a complaint of discriminatory harassment has been filed, an investigation will be conducted. The nature and extent of the investigation will depend upon the complaint.

The intent is to obtain further information about the events/conduct complained of, to enable the person(s) named in the complaint to tell their side of the story, to determine whether discriminatory harassment has in fact occurred, and to develop an appropriate resolution. You may be asked to put your complaint in writing, or the person with whom you discuss your complaint might take notes and ask you to sign them. All employees are expected to cooperate with any JPF-sponsored investigation of a complaint of discriminatory harassment, upon the request of their supervisor or the Executive Director or President.

Any employee who is determined to have committed discriminatory harassment or retaliation or who fails to cooperate with a JPF sponsored investigation of discriminatory harassment or retaliation will be subject to disciplinary action, up to and including termination.

## **XII. Sexual Harassment**

Sexual harassment is a form of discriminatory harassment and will be treated in accordance with the discriminatory harassment policy outlined above. However, because it is the subject of a great deal of controversy and misunderstanding, we have chosen to define it in more detail in this Handbook.

Sexual harassment is unwelcome conduct of a sexual nature when:

- (1) Submission to such conduct is made (explicitly or implicitly) a term or condition of the individual's employment;
- (2) Submission to or rejection of such conduct is used as the basis for employment decisions affecting the individual; or
- (3) The conduct has the purpose or effect of unreasonably interfering with the individual's job performance or creating an intimidating, hostile, or offensive working environment.

Examples of some of the kinds of conduct that violate our Sexual Harassment policy include:

- (1) Sexual assaults, including rape and molestation, and attempts or threats to commit these assaults;
- (2) Unwanted intentional contact of a sexual or suggestive nature, such as touching, pinching, patting, grabbing, kissing, or poking a person's body;
- (3) Unwanted sexual advances, propositions or comments, including sexually oriented gestures, jokes or comments about a person's sexuality or sexual experience;

- (4) Preferential treatment or the promise of preferential treatment to an employee for engaging in sexual conduct;
- (5) Displaying or publicizing pictures, posters, reading materials, calendars, objects, etc. that are sexually suggestive, sexually demeaning or pornographic; and
- (6) Disciplining or retaliating against an employee in any way because s/he has resisted, reported or complained about sexual harassment.

If you feel that you have been sexually harassed during the course of your employment, or if you believe you have witnessed another employee being sexually harassed, report your concerns immediately, as described in Section XI, above, "Discriminatory Harassment". The procedures outlined in that section will apply.

### **XIII. Smoking Policy**

Because we wish to provide a healthy environment for all of our staff, volunteers and clients, smoking is prohibited throughout our offices; as well as in our vehicles, and at our meetings, workshops, and other functions.

### **XIV. Drug Free Workplace**

JPF is committed to the well-being of our employees, to the safety of the workplace, and to the provision of high-quality services to our clients. For all of these reasons, we cannot tolerate the unlawful possession, use, manufacture, distribution, or dispensation of controlled substances in the workplace or during work time. Moreover, employees must come to work free from the influence of alcohol, illegal drugs, and unlawfully used prescription medications.

Any employee who violates this Drug Free Workplace Policy will be subject to disciplinary action, up to and including dismissal. Legal consequences may follow, as well.

Under federal law, any employee who is convicted of a criminal drug statute violation occurring in the workplace must notify his/her employer of the conviction within five days. We, in turn, would be required to notify any federal organization that provides grant money or a contract with which the employee is associated.

### **XV. Outside Employment**

Employees of JPF must obtain the prior consent of their supervisor before accepting other work to be performed concurrently with their work here (i.e. a "moonlighting" job). This applies to outside employment that is or maybe a possible conflict. It does not apply to obviously unrelated activities, if the employee is in doubt s/he should assume it is in conflict and notify JPF. This requirement serves two purposes: (a) to ensure that the employee does not become involved in a conflict of interest, as could happen, for instance, if JPF provided counseling services to a woman, while the employee's other

employer provided counseling services to the woman's estranged husband; and (b) to ensure that the employee is able to devote sufficient time and effort to perform effectively his/her work with JPF.

## Acknowledgment

I have received a copy of the Jackson Purchase RC&D Foundation, Inc. Employee Handbook, have reviewed it and had the opportunity to ask my supervisor questions about it. I understand the policies described in the Handbook and agree to abide by them.

I understand that this Handbook does not represent a contract of employment, but rather serves as a guideline.

I acknowledge that no representative of JPF has promised me employment for any definite period of time and that no one is authorized to make such promises to me unless they are in writing signed by the President of the Board of Directors. I understand that as an employee of JPF, I am employed at will, meaning that either I or JPF may terminate my employment at any time, with or without cause.

I understand that this Employee Handbook, and the policies and benefits described in it, may be changed from time to time, with or without advance notice, at JPF's discretion.

Signed \_\_\_\_\_

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

Date \_\_\_\_\_