

# NATIONAL ASSOCIATION FOR INTERPRETATION



## EMPLOYEE HANDBOOK

*March 2016*

**TABLE OF CONTENTS**

*IMPORTANT* ..... 5

*EMPLOYMENT* ..... 6

*Equal Employment Opportunity (EEO)* ..... 6

*Sexual Harassment* ..... 6

*EEO/Sexual Harassment Complaint Procedure* ..... 7

*Open door policy* ..... 7

*Employee Status* ..... 7

*Full-time employee* ..... 7

*Temporary employee -* ..... 7

*Interns -* ..... 7

*Non-exempt employee -* ..... 7

*Attendance* ..... 8

*Weather and Emergency Closure of the Office* ..... 8

*Dress Code* ..... 8

*Time Reporting* ..... 8

*Reporting Errors and Obtaining More Information* ..... 9

*Overtime* ..... 9

*Expense reimbursement* ..... 9

*Paydays* ..... 10

*Computers and Email communication* ..... 10

*Conflict of Interest* ..... 10

*TEAM MEMBER BENEFITS* ..... 11

*Compensation* ..... 11

*Group Health Insurance* ..... 11

*Long term disability* ..... 11

*NAI Membership* ..... 11

*Maternity/ paternity/ adoption benefits* ..... 11

*Retirement Plan* ..... 12

*Holidays* ..... 12

*Vacation leave* ..... 13

*Sick leave* ..... 14

*Bereavement Leave*..... 14

*Jury Duty and witness duty leave* ..... 14

*Domestic Violence Leave*..... 15

*Military Leave*..... 16

*Voting*..... 16

TEAM MEMBER BEHAVIOR ..... 16

*Performance Evaluations* ..... 16

*Employee conduct*..... 17

*Anti-Violence* ..... 17

*Alcohol and Drugs*..... 18

*Driving Safety* ..... 18

*Safety/Reporting of Injury*..... 19

*Outside employment*..... 19

*Conflicts of interest*..... 19

*Smoking*..... 20

*Discipline/Discharge* ..... 20

*Voluntary Termination of Employment* ..... 20

ACKNOWLEDGMENT OF RECEIPT ..... 21

Dear employee,

Welcome to the National Association of Interpretation (NAI)!

We are excited to have you as an employee of NAI. NAI is a 501(c)(3) not-for-profit professional organization dedicated to advancing the profession of heritage interpretation, currently serving about 5,000 members in the United States, Canada, and over thirty other nations. Individual members include those who work at parks, museums, nature centers, zoos, botanical gardens, aquariums, historical and cultural sites, commercial tour companies, and theme parks. Commercial and institutional members include those who provide services to the heritage interpretation industry.

NAI is also committed to being a great place to work. We recognize that our employees are our greatest assets and we want your employment here to be for more than just a paycheck. We want you to thrive as an employee and as an individual. Your involvement in this process is critical, so please do not hesitate to share suggestions and concerns.

This handbook is intended to provide you with a clear understanding of what is expected from all employees and what you can expect from us. The policies expressed in the Handbook are designed and intended to create a positive work environment and may be modified, as necessary and appropriate. If after reading this Handbook you have any questions or you encounter any problems during your employment, please do not hesitate to contact me. I will be happy to speak with you.

Once again, welcome to NAI.

Margo Charlock  
Executive Director

## ***IMPORTANT***

**THIS HANDBOOK IS INTENDED TO ACQUAINT YOU WITH NAI AND PROVIDE YOU WITH INFORMATION ABOUT WORKING HERE. THE HANDBOOK IS NOT ALL INCLUSIVE BUT IS INTENDED TO PROVIDE YOU WITH A SUMMARY OF SOME OF NAI'S GUIDELINES.**

**THIS EDITION REPLACES ALL PREVIOUSLY ISSUED EDITIONS.**

**CONSISTENT WITH APPLICABLE COLORADO AND WASHINGTON STATE EMPLOYMENT LAW, REGULATIONS, AND POLICIES, EMPLOYMENT WITH NAI IS "AT-WILL." EMPLOYEES HAVE THE RIGHT TO END THEIR WORK RELATIONSHIP WITH NAI, WITH OR WITHOUT ADVANCE NOTICE, FOR ANY REASON. NAI HAS THE SAME RIGHT. THE LANGUAGE USED IN THIS HANDBOOK AND ANY VERBAL STATEMENTS MADE BY NAI MANAGEMENT ARE NOT INTENDED TO CONSTITUTE A CONTRACT OF EMPLOYMENT, EITHER EXPRESSED OR IMPLIED, NOR ARE THEY A GUARANTEE OF EMPLOYMENT FOR A SPECIFIC DURATION. NO REPRESENTATIVE OF NAI, OTHER THAN THE PRESIDENT OF THE BOARD OF DIRECTORS HAS THE AUTHORITY TO ENTER INTO AN AGREEMENT OF EMPLOYMENT FOR ANY SPECIFIED PERIOD AND SUCH AGREEMENT MUST BE IN WRITING, SIGNED BY THE PRESIDENT OF THE BOARD OF DIRECTORS AND THE EMPLOYEE.**

**NO EMPLOYEE HANDBOOK CAN ANTICIPATE EVERY CIRCUMSTANCE OR QUESTION. AFTER READING THE HANDBOOK, IF YOU HAVE QUESTIONS, PLEASE TALK WITH THE EXECUTIVE DIRECTOR. IN ADDITION, THE NEED MAY ARISE TO CHANGE THE GUIDELINES DESCRIBED IN THE HANDBOOK. EXCEPT FOR THE AT-WILL NATURE OF EMPLOYMENT, NAI RESERVES THE RIGHT TO INTERPRET THEM OR TO CHANGE THEM WITHOUT PRIOR NOTICE.**

## **EMPLOYMENT**

### **EQUAL EMPLOYMENT OPPORTUNITY (EEO)**

The National Association for Interpretation (or “NAI”) is dedicated to the principles of equal employment opportunity in any term, condition or privilege of employment. We do not discriminate against applicants or employees on the basis of race, color, religion, creed, national origin, ancestry, sex, age, sexual orientation, transgender status, physical or mental disability, or any other status protected by state or local law. This prohibition includes unlawful harassment based on any of these protected classes. Unlawful harassment includes verbal or physical conduct, which has the purpose or effect of substantially interfering with an individual’s work performance or creating an intimidating, hostile or offensive work environment. This policy applies to all employees, including managers, co-workers, and non-employees such as clients, donors, vendors, consultants, etc.

NAI will make reasonable accommodation for qualified individuals with known disabilities and employees whose work requirements interfere with a religious belief unless doing so would result in an undue hardship to NAI. Employees needing such accommodation should contact the Executive Director. This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training.

NAI prohibits retaliation against any employee for filing a complaint under this policy or for assisting in a complaint investigation. If you believe there has been a violation of our EEO or retaliation standard, please follow the complaint procedure contained in the sexual harassment policy.

All employees of NAI are responsible for creating an atmosphere free of discrimination and harassment, sexual or otherwise. Further, all employees of NAI are responsible for respecting the rights of their coworkers.

### **SEXUAL HARASSMENT**

NAI strongly opposes sexual harassment and inappropriate sexual conduct. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when:

- Submission to such conduct is made explicitly or implicitly a term or condition of employment.
- Submission to or rejection of such conduct is used as the basis for decisions affecting an individual’s employment.
- Such conduct has the purpose or effect of substantially interfering with an individual’s work performance or creating an intimidating, hostile or offensive work environment.

All employees are expected to conduct themselves in a professional and business-like manner at all times including traveling for business, at NAI locations, client’s locations and NAI sponsored events or parties. Inappropriate sexual conduct that could lead to a claim of sexual harassment is expressly prohibited by this policy. Such conduct includes, but is not limited to, sexually implicit or explicit communications whether in:

- Written form, such as cartoons, posters, calendars, notes, letters, e-mail, text messages;
- Verbal form, such as comments, jokes, foul or obscene language of a sexual nature, gossiping or questions about another’s sex life, or repeated unwanted requests for dates;
- Physical gestures and other nonverbal behavior, such as unwelcome touching, grabbing, fondling, kissing, massaging, and brushing up against another’s body.

### **EEO/SEXUAL HARASSMENT COMPLAINT PROCEDURE**

If you believe there has been a violation of the EEO policy or harassment, including sexual harassment, please follow this complaint procedure identified in this Handbook. NAI expects employees to make a timely good faith complaint to enable NAI to promptly investigate and correct any behavior that may be in violation of this policy.

Report the incident to The Executive Director or the President of the Board of Directors and NAI will promptly investigate the matter and take appropriate corrective action. Your complaint will be kept as confidential as practicable.

If NAI determines that an employees' behavior is in violation of this policy, appropriate disciplinary action will be taken against the offending person up to and including termination of employment.

NAI prohibits retaliation against an employee for filing a good faith complaint under this policy or for assisting in a complaint investigation. If you perceive retaliation for making a complaint or your participation in the investigation, please follow the complaint procedure outlined above. The situation will be promptly investigated.

### **OPEN DOOR POLICY**

Misunderstandings or conflicts can arise in any organization. To ensure effective working relations, it is important that such matters be resolved before serious problems develop. Most incidents will resolve themselves naturally; however, if a situation persists that you believe it detrimental to you or to NAI, open discussion with your supervisor or the Executive Director or the President of the Board of Directors is encouraged.

### **EMPLOYEE STATUS**

***Full-time employee*** - An employee who is normally scheduled to work at least 32 hours per week. Full-time employees are currently eligible for NAI benefits as outlined in this handbook.

***Part-time employee*** - An employee who is normally scheduled to work less than a 32-hour work week. Part-time employees are not eligible for full NAI benefits.

***Temporary employee*** - An employee hired in a job established for a temporary period or for a specific assignment or group of assignments. Temporary employees are not eligible for participation in NAI benefits.

***Interns*** - Appointed to a position as part of a work-study or other funding program, limited to a specific period of time, with either a single duty or a variety of assignments.

***Non-exempt employee*** - An employee eligible for overtime pay. Non-exempt/ hourly paid employees are eligible for paid overtime at one and one-half times their regular rate of pay for all hours worked in excess of 40 hours per workweek, 12 hours in a day or 12 consecutive hours excluding unpaid duty free meal times.

***Salary Exempt employee*** - An employee who is paid on a salary and is not eligible for overtime pay.

## **ATTENDANCE**

Regardless of your position with NAI, your regular attendance is essential for the efficient operation of the business.

Office hours are generally Monday to Friday from 9:00 am to 5:00 pm. While generally we are flexible with employee work hours, with this flexibility comes great responsibility.

If you are going to be absent or late, let your supervisor know as soon as possible before the start of your workday. Leaving messages with other employees is not acceptable.

Failure to call in when absent for three (3) consecutive days will result in termination.

## **WEATHER AND EMERGENCY CLOSURE OF THE OFFICE**

Official road closures and/or impossible working conditions may require the closure of the office. The decision to close the office will be based on official road closure and weather information and/or consideration of the health and safety of our employees.

Should the office be closed NAI will email employees.

## **DRESS CODE**

Personal appearance, hygiene, and attire are a very important component of NAI's success. Your appearance should be consistent with good hygiene, safety, and an accepted definition of appropriate business attire.

***Dress Code*** – In a casual work setting, employees should wear clothing that is comfortable and practical for work, but not distracting or offensive to others. Any clothing that has words, terms, or pictures that may be offensive to other employees is unacceptable. Sports team, university, and fashion brand names on clothing are generally acceptable. Torn, dirty, or frayed clothing is unacceptable.

***Inappropriate Attire*** - Inappropriate attire include sweatpants, exercise pants, Bermuda shorts, short shorts, bib overalls, any spandex or other form-fitting pants such as people wear for biking, tank tops, midriff tops, shirts with potentially offensive words, terms, logos, pictures, cartoons, or slogans, halter-tops, and tops with bare shoulders.

## **TIME REPORTING**

All employees must record work hours, holiday, sick or vacation time on a daily basis on NAI Timesheet. All entries must include the following information: date, activity, and time worked.

Employees' pay calculations are based on their timesheets. A paid duty free mealtime of at least 30 minutes per workday that exceeds 5 hours is required for all employees.

**Employees are prohibited from performing any work on behalf of NAI while off the clock.** All hours worked by a non-exempt hourly paid employee must be recorded and be compensated.



### **REPORTING ERRORS AND OBTAINING MORE INFORMATION**

If you have questions about deductions from your pay, if you believe you have been subject to any improper deductions, or if your pay does not accurately reflect your hours worked, please contact The Executive Director.

Every report will be fully investigated and NAI will make every effort to ensure that you receive the pay to which you are entitled. NAI will not allow any form of retaliation against individuals who make good faith reports of alleged violations of this policy, or who cooperate in investigation of such reports, even if the reports do not reveal any errors or wrongdoing.

### **OVERTIME**

From time to time, you may be required to work overtime. In these instances, you are given as much advance notice as practical, but in some instances emergencies or marketing requirements may present no-notice overtime work.

Non-exempt employees are paid at the rate of one and one-half (1 1/2) times their regular hourly rate for hours worked in excess of 40 during the established workweek. Additionally, Colorado non-exempt employees are paid overtime after 12 hours per workday, or 12 consecutive hours (excluding duty free meal periods) pursuant to Colorado law. The established workweek begins at 12:01 a.m. on Sunday and ends at 12:00 midnight on Saturday.

The Executive Director must approve overtime in advance.

### **EXPENSE REIMBURSEMENT**

Employees who are required to travel in connection with their duties or, who incur other authorized expenses on behalf of NAI, will be reimbursed for those expenses according to the guidelines in the NAI Travel Policy and upon submitting an expense reimbursement form. Receipts are required for reimbursement of all meals, lodging, transportation and other expenses with the exception of out of pocket expenses (such as tips, tolls, metro fees, etc.), which are not to exceed \$25 per day. It is expected that out of pocket expenses will be actual amounts expended and will not be considered a per diem compensation. The Executive Director must approve all expense reimbursements.

Key aspects of the NAI Travel Policy (consult full policy for detail)

- Mileage reimbursement will be at the federal rate for travel reimbursement.
- Reimbursement for meals will be actual amount not to exceed \$65/day or federal per diem rate, whichever is less.
- Reimbursement requests must be made within the fiscal year in which the travel occurred or sixty days following the travel at the year's end or they will not be paid.
- Receipts are required for all expenses except minor out-of-pocket expenses such as tips, tolls, metro fees, etc., not to exceed \$25 per day.
- The E.D. and staff travel expenses will be covered in full for all NAI events, workshops and meetings at which their attendance is required.

- Regional, sectional or chapter fees will be waived for the E.D. and staff when in attendance at their workshops or events.

### **PAYDAYS**

You are paid on the 15<sup>th</sup> and the last working day of the month.

On each payday, you receive a statement showing gross pay, deductions and net pay. Automatic deductions such as additional tax withholding and benefit contributions can be arranged through payroll.

Non-exempt employees are prohibited from performing any work on behalf of NAI while off the clock. All hours worked by a non-exempt employee must be recorded and be compensated.

### **COMPUTERS AND EMAIL COMMUNICATION**

All electronic and telephonic communications systems and all communications and information transmitted by, received from, or stored in these systems are the property of NAI and as such are to be used solely for job-related purposes. The limited use of any software and business equipment, including, but not limited to facsimiles, computers, and copy machines for private purposes may be allowed at the discretion of the Executive Director with reimbursement to NAI based on contractual costs.

Employees are not permitted to use a code, access a file, or retrieve any stored communication unless authorized to do so or unless they have received prior clearance from the Executive Director or President. All pass codes are the property of NAI. No employee may use a pass code or voice-mail access code that has not been issued to that employee or that is unknown to NAI. Moreover, improper use of the E-mail system (e.g., spreading offensive jokes or remarks) or the Internet will not be tolerated.

To ensure that the use of electronic and telephonic communications systems and business equipment is consistent with NAI legitimate business interests, the Executive Director or President of NAI may monitor the use of such equipment from time to time. This may include listening to stored voice-mail messages, reading email or monitoring Internet usage.

### **CONFLICT OF INTEREST**

NAI requires that you protect NAI information and avoid outside activities or relationships, which do or could adversely influence your decisions or actions on the job.

Examples of conflict of interest: moonlighting for a conflicting organization, holding financial interest in an organization that we are doing business with or being self-employed in an occupation, which competes with NAI; or ownership, partnership or personal involvement in supplier companies or distribution outlets related to NAI business.

Conflict-of-interest situations should be avoided. If you have any question whether a situation is a conflict of interest, discuss the matter with The Executive Director.

## **TEAM MEMBER BENEFITS**

### **COMPENSATION**

NAI's business philosophy is to provide competitive compensation packages for its employees that are consistent with the industry and the economic conditions of NAI. Our base pay, comprehensive benefits and incentive programs all contribute toward each employee's complete compensation.

Individual wages and salaries are reviewed according to the employee's overall job performance, contribution and responsibilities. Our wage and salary ranges are periodically assessed in order to remain competitive and attract and retain motivated and qualified employees to help NAI achieve its strategic goals.

### **GROUP HEALTH INSURANCE**

NAI provides group medical insurance coverage for all full time employees. The coverage begins on the first day of the first full month of employment. You may enroll in the benefits program on the first day of the month after you meet the eligibility requirements. You must enroll for coverage within 30 days of eligibility or wait until the next open enrollment period.

Each employee is provided a summary of benefits upon hire and during open enrollment. For further information and detailed brochures describing insurance coverage, please refer to the Summary Plan Description. You are encouraged to familiarize yourself with and take advantage of these benefits.

### **LONG TERM DISABILITY**

All full-time employees will receive long term disability insurance coverage within limits set by the annual budget.

### **NAI MEMBERSHIP**

Each employee will be carried on the rolls as a Professional Member of NAI for as long as he or she is employed and shall receive products and services related to that membership category at no charge. Employees who have life membership at the time of hiring will continue to receive services normally as a member of that category. Employees will not have voting privileges or serve in volunteer roles while working for the Association.

### **MATERNITY/ PATERNITY/ ADOPTION BENEFITS**

Maternity/paternity/adoption leave under this policy is a paid leave associated with the birth of a full-time employee's own child or the placement of a child with the employee in connection with adoption

or foster care. Maternity/paternity/adoption leave is not charged against the employee's other paid leave off, and the amount of paid days received is two weeks. The paid leave is compensated at the following levels:

- Less than one full year of service—40 percent of salary.
- After one full year of service—60 percent of salary
- After five full years of service—100 percent of salary.

If both parents are employees, only one may access the paid benefits of this policy. Both, however, continue to be entitled to the leave if eligible. Temporary and part time employees are not eligible for paid maternity/paternity/adoption leave under this policy.

Health insurance benefits will continue to be provided during the paid maternity/paternity/adoption leave under this policy at the same rate as in effect before the leave was taken regardless of length of service, provided the employee has at least one full year of service. Paid leave benefits will continue to accrue.

The employee must provide to the department head 30 days' notice of the requested leave (or as much notice as practicable if the leave is not foreseeable. After the two weeks of maternity/paternity/adoption leave have been exhausted, subsequent leave if any will be covered under appropriate policies.

While we would like to be flexible with employee work schedules after returning from a leave of absence (paid or unpaid), each determination will be made on a case by case basis and can be discontinued at any time.

### **RETIREMENT PLAN**

NAI has adopted a Retirement Plan for eligible employees. All full-time employees who are vested will receive an employer retirement plan contribution according to the approved percentage in the annual budget in the form of a Salary Reduction Simplified Employee Pension Plan (SARSEP). A pre-tax 403 (b) Non-ERISA plan will also be offered to employees as a payroll deduction in an amount they designate up to the IRS limits. There is no vesting schedule since the plan is for employee-only contributions.

Further details about the salary deferral and profit sharing provisions of this Plan can be found in the Summary Plan Description (SPD) booklets.

### **HOLIDAYS**

NAI currently observes the following holidays as days off with pay for all full time employees and part time employees working at last 25 hours a week:

- New Year's Day

- Martin Luther King Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day
- 4 -Personal Holidays

Personal holidays may be used on any day with prior approval from your supervisor. Personal holidays do not carry over from year to year. Nor are they paid out upon termination of employment.

Employees may be asked to work holidays and may take another paid day off in its place and will be paid at their regular rate of pay for all hours worked on a holiday.

Holiday time is not counted as hours worked in the computation of overtime. Full-time employees receive holiday pay at their regular rate of pay.

**VACATION LEAVE**

Approval for vacation time will be made by the Executive Director; and extended leave of absence (over one week) for the Executive Director will be made by the Vice President for Administration. Approval of time for other regular staff will be made by the employee’s supervisor. Leave without pay (LWOP) may be granted by the Executive Committee for special situations such as parent/family, educational, etc.

All regular full-time and part-time employees shall earn vacation days with pay in accordance with the following schedule. Employees may receive credit for previous related work experience that applies to the vacation rate schedule with approval of the Executive Director or Executive Committee at the time of hiring.

Vacation Accrual Schedule Per Year \*:

Date of hire -> 3 years	= 10 days (80 hours)
3 years -> 5 years	= 15 days (120 hours)
5 years -> 10+ years	= 20 days (160 hours)

[\* Work year for vacation purposes is a 12-month period following the date of hire.]

It is the policy of NAI to encourage employees to take the vacation leave they have earned. However, vacation leave may be carried over from year to year up to 160 hours (4 weeks). Vacation time is automatically paid at the existing salary rate when the employee resigns or is terminated after his/her hiring anniversary date and before he/she has taken his/her vacation.

During a period of illness of an employee and after accumulated sick leave has been exhausted, vacation time may be used, if there is vacation time remaining.

Leaves of absence without pay will not be used to accrue vacation or sick leave time.

Vacation pay accrues for full-time employees at hiring, and for regular, part-time employees working an average of 32 hours per week or more at vestment.

### **SICK LEAVE**

Sick leave is to be used for illness and lengthy medical appointments. Sick leave can also be used for caring for immediate family or spouse. For the Executive Director, notification is made to the Vice President of Administration; office staff gives notification to the appropriate supervisor for sick leave. Extended sick leave may require doctor's certification at request of the Executive Director or Vice-President for Administration. Employees should obtain Executive Director's approval for scheduled sick leave in advance. For unscheduled absences, employees should notify their supervisor as soon as possible.

All staff accrues four hours of sick leave for every eighty hours worked. Sick leave can be accrued and carried over year to year up to 480 hours (8 weeks). Unused sick leave days are NOT paid for upon termination of employment (voluntary or involuntary).

Authorized sick leave will be granted for:

- Personal illness or physical incapacity for which compensation under the terms of the Worker's Compensation Act does not apply.
- Illness or physical incapacity of employee's immediate family, including significant other, requiring his/her personal attention up to a maximum of three days per each incident.

All on-the-job related injuries and illnesses must be reported immediately to the supervisor, and will be subject to Worker's Compensation Act rules and regulations.

### **BEREAVEMENT LEAVE**

Full-time employees are eligible for paid leave of up to three days to attend the funeral of an immediate family member. "Immediate family" is defined as your spouse, significant other, parents, children, sisters, brothers, grandparents, grandchildren, and in-laws (mother, father-in-law, sister, brother, grandparent).

In the event of a death of a near relative, full-time employees are granted up to one paid day to attend a funeral. "Near relatives" include your aunts, uncles, nieces, nephews and your spouse's grandparents, brothers, sisters, and other close relatives.

If more time off is needed than provided above, you should use your vacation time or unpaid leave upon the approval of your supervisor.

### **JURY DUTY AND WITNESS DUTY LEAVE**

Employee who is summoned to jury duty, NAI continues your regular wage, up to \$50.00 per day, during your active period of jury duty for up to a maximum of three working days per calendar year. You are also permitted to retain the allowance you receive from the court for such service.

All employees are allowed unpaid time off if summoned to appear in court as a witness. To qualify for jury or witness duty leave, you must submit to your supervisor a copy of the summons to serve as soon as it is received. In addition, certificate of service must be submitted to your supervisor when your period of jury or witness duty is completed.

### **DOMESTIC VIOLENCE LEAVE**

#### **Colorado**

A Colorado employee who is a victim of domestic violence will be granted up to 3 working days of leave in any twelve-month period to: (1) seek a temporary restraining order; (2) obtain medical care for himself or his children; (3) make his home secure; or (4) seek legal assistance or attend a court proceeding to address issues arising from the need for this leave. In accordance with state law, the employee must have been employed for one year to be eligible for domestic violence leave.

Leave will be granted provided the employee gives NAI reasonable advance notice (3 days or more) of the employee's intention to take time off and provides appropriate documentation, which could include documentation from the court or the prosecuting attorney that the employee appeared in court. In cases of imminent danger to the health and safety of the employee, reasonable advance notice is not required. An employee must use any paid time off before continuing leave on an unpaid basis. To the extent allowed by law, NAI shall maintain the confidentiality of any employee requesting domestic violence leave.

#### **Washington**

A Washington employee who is a victim of domestic violence is permitted to take reasonable unpaid leave from work, intermittent leave, or leave on a reduced leave schedule, to:

Seek legal or law enforcement assistance or remedies to ensure the health and safety of the employee or employee's family members including, but not limited to, preparing for, or participating in, any civil or criminal legal proceeding related to or derived from domestic violence, sexual assault, or stalking;

Seek treatment by a health care provider for physical or mental injuries caused by domestic violence, sexual assault, or stalking, or to attend to health care treatment for a victim who is the employee's family member;

Obtain, or assist a family member in obtaining, services from a domestic violence shelter, rape crisis center, or other social services program for relief from domestic violence, sexual assault, or stalking;

Obtain, or assist a family member in obtaining, mental health counseling related to an incident of domestic violence, sexual assault, or stalking, in which the employee or the employee's family member was a victim of domestic violence, sexual assault, or stalking; or

Participate in safety planning, temporarily or permanently relocate, or take other actions to increase the safety of the employee or employee's family members from future domestic violence, sexual assault, or stalking.

An employee must give advance notice to the employer of the intention to take leave, when possible otherwise, the employee must give notice no later than the end of the first day of the leave.

### **MILITARY LEAVE**

Leaves of absence without pay for military or Reserve duty are granted to full-time employees. If you are called to active military duty or to Reserve or National Guard training, or if you volunteer for the same, you should submit copies of your military orders to your supervisor as soon as is practicable. You will be granted a military leave of absence without pay for the period of military service, in accordance with applicable federal and state laws. If you are a reservist or a member of the National Guard, you are granted time off without pay for required military training.

Employees granted a military leave of absence are re-instated and paid in accordance with the laws governing veteran's re-employment rights.

### **VOTING**

Voting is an important responsibility we all assume as citizens. NAI encourages you to exercise your voting rights in all municipal, state, and federal elections.

Under most circumstances, it is possible for employees to vote either before or after work. If it is necessary for you to arrive late or leave work early to vote in any election, you should arrange with your manager no later than the day prior to Election Day.

## **TEAM MEMBER BEHAVIOR**

### **PERFORMANCE EVALUATIONS**

The purpose of periodic Personnel Assessment (PA) is to help NAI employees grow personally and professionally, and to define personal and job-related objectives. It also provides a means to ensure that the responsibilities and expectations of employees and NAI are clearly defined and agreed upon. The evaluation procedure should also allow opportunity for employees to evaluate and discuss the organization and its strengths and weaknesses in a meaningful way. The nature of the evaluation should be honest and straightforward. The written evaluation shall consist of a performance self-review based upon the employee's job description and objectives, followed by the supervisor's comments and review of performance. This should also be the time to discuss how well the current job description meets the needs of the Association. The written evaluation shall be discussed and signed by the



supervisor and employee. The evaluation is intended to be part of a process requiring a regular and ongoing dialogue between each employee and his/her supervisor. The evaluation will become an integral part of each employee's personnel history with NAI.

Written employee evaluations will be done annually, and verbal evaluations will be done mid-year. The Executive Director shall review and approve all staff personnel assessments. The Vice-President of Administration shall coordinate the personnel assessment of the Executive Director by the Board of Directors.

An employee may receive an increase in salary based on cost of living adjustments, meritorious service or acceptance of additional job responsibilities as recommended by the Executive Director in accordance with the approved salary schedule. Salary increases shall be considered only if the employee has satisfactorily carried out the responsibilities of his/her position and NAI has budgeted such salary increases.

#### **EMPLOYEE CONDUCT**

As an integral member of NAI's team, employees are expected to accept certain responsibilities, adhere to acceptable business principles in matters of personal conduct, and exhibit a high degree of personal honesty and integrity at all times. This involves respect for the feelings of others refraining from any behavior that might be harmful to any employee, coworkers, and/or NAI, or that might be viewed unfavorably by current or potential clients or by the public at large.

NAI values honest and ethical business practices. NAI will not tolerate embezzlement, falsifying or misrepresenting any information including, but not limited to, time worked, personal expense reports, check requests, invoices and insurance claims.

NAI expects all employees to perform their jobs to the highest professional and business standards at all times and will not tolerate inappropriate or insubordinate conduct. While common sense is the best guide for determining whether conduct is appropriate, if you have any questions concerning the permissibility of any action, you are responsible for contacting your supervisor, in advance, for clarification.

#### **ANTI-VIOLENCE**

NAI's goal is to maintain a work environment free from intimidation, threats, or violent acts. This includes, but is not limited to, intimidating, threatening or hostile behaviors, physical abuse, vandalism, bullying, arson, sabotage, use of weapons, carrying weapons onto the property of either NAI or its clients, or any other act, which in management's opinion, is inappropriate to the workplace. In addition, inappropriate or offensive comments regarding violent events and/or behavior are not tolerated.

Employees should immediately report any such occurrences to The Executive Director. NAI will promptly investigate complaints. When employees are found to have engaged in the above conduct, management will take action they believe is appropriate.

Employees should directly contact proper law enforcement authorities if they believe there is a serious threat to the safety and health of themselves or others.

### **ALCOHOL AND DRUGS**

NAI is committed to a safe, healthy and productive drug free work place for all employees, free from the effects of illegal or non-prescribed drugs or inappropriate alcohol use. The possession, use, purchase and sale of federally controlled substances on NAI premises, client's worksites, in NAI vehicles or during NAI time is strictly prohibited. Furthermore, working after the use of a federally controlled substance or abuse of any other substance which might impair the ability of the employee is prohibited.

The use of over-the-counter drugs and legally prescribed drugs is permitted as long as they are used in the manner for which they were prescribed and provided that such use does not hinder an employee's ability to safely perform his or her job.

NAI will not tolerate employees who report for duty or are on duty while under the influence of alcohol or drugs. All employees should report evidence of alcohol or drug use to The Executive Director immediately. In cases in which the use of alcohol or drugs creates an imminent threat to the safety of persons or property, employees are required by NAI to report the violation. Failure to do so may result in disciplinary action, up to and including termination of employment.

Employees convicted of controlled substance related violations in the workplace, including pleas of nolo contendere (i.e., no contest), must inform NAI within five days of such conviction or plea.

### **DRIVING SAFETY**

From time to time you may be required to use your vehicle or a NAI vehicle for NAI related matters. If you are requested to use a vehicle for a NAI-related matter, you must have a valid driver's license and, if you are using your personal vehicle, your personal vehicle insurance which covers you while operating personal vehicles on NAI business. You may be required to periodically have the status of your driver's license checked by NAI.

If you use a vehicle for a NAI-related matter, you are prohibited from using a cellular phone while operating the vehicle.

Reckless or unsafe driving including texting while driving for NAI business will not be tolerated. Similarly, you are not to eat while driving or to engage in any other activity that may distract you from your driving. You are also required to always wear a seatbelt and not allow riders in your car while on NAI business, unless you are authorized to do so by NAI.

Any suspension or loss of driving privileges must be reported to NAI immediately.

### **SAFETY/REPORTING OF INJURY**

NAI is committed to a safe work environment for all employees. Report any unsafe practices or conditions in writing to The Executive Director or Vice President of Administration. An accident report must be filled out and turned into the Executive Director within 24 hours of the incident.

Employees who are injured on the job are eligible for Workers' Compensation benefits. Such benefits are provided at no cost to employees and cover any injury or illness sustained in the course of employment that requires medical treatment.

Employees who sustain work-related injuries or illnesses must notify their management immediately so that NAI can help the employee get the proper medical attention, conduct a root cause investigation into the incident and notify the workers' compensation insurance carrier as soon as possible.

All Colorado employees must obtain treatment of work-related injuries and illnesses from an approved medical provider.

In the event of a life- or limb-threatening emergency, the injured employee will be sent to the nearest emergency medical facility. One of the medical providers designated above must provide all follow-up care. Employees who seek medical or other kinds of treatment or therapy, not prescribed by the designated provider will be liable for costs incurred.

### **OUTSIDE EMPLOYMENT**

NAI expects that full-time employees will do their utmost to perform in the best interests of NAI.

In keeping with this philosophy, employees may seek second jobs with another employer provided that the Executive Director and/or Executive Committee is notified, and that:

1. The performance of such secondary work does not simultaneously benefit both NAI and the second employer, and
2. The second job does not create a conflict of interest between the employee and NAI or its members, and
3. Such secondary employment does not jeopardize the work of NAI, its goals, its mission, or its tax-exempt status.

An employee may not work for a secondary employer, or on behalf of his/her self-employment, on NAI time or using NAI equipment, supplies or resources.

### **CONFLICTS OF INTEREST**

All NAI employees are expected to act at all times in NAI's best interests and to exercise sound judgment unclouded by personal interests or divided loyalties. In performing duties both at NAI and in outside activities, employees should avoid conflicts of interest as well as the appearance of conflicts of interest. Employees should report a potential conflict of interest to the Executive Director for a ruling of appropriateness.

Each employee must comply with the policies and procedures of NAI, maintain the confidentiality of

information required in the performance of his or her duties and not use his or her position or knowledge acquired in carrying out job responsibilities and duties for personal gain or as a representative of other interests, public or private.

As a general rule, employees may not receive or offer any gift or anything else of significant value for the purpose of influencing the action of NAI or of the recipient. Value amounts should not exceed \$100 per incident or \$200 accumulated annually with any vendor, supplier, consultant or grantee.

### **SMOKING**

It is our objective to provide a smoke-free environment. Employees may smoke outside so long as they are not within 25 feet of any building entrance. Smoking is prohibited in all areas of the building. This restriction applies to all employees and visitors at all times, including non-business hours.

### **DISCIPLINE/DISCHARGE**

Occasionally, performance or other behavior falls short of NAI's standards and/or expectations. When this occurs, management takes action that, in its opinion, seems appropriate.

Disciplinary actions can range from a formal discussion with the employee about the matter to immediate discharge. Action taken by management in an individual case does not establish a precedent in other circumstances.

### **VOLUNTARY TERMINATION OF EMPLOYMENT**

If you decide to leave NAI, we request that you give a minimum of two weeks' notice in writing. After you give notice, arrangements can be made for payment of your final paycheck and other benefits as applicable. On or before your last day of work, all NAI property must be returned to NAI. Your final paycheck will be payable on the next regularly scheduled payday after your last day of employment.

## ACKNOWLEDGMENT OF RECEIPT

I have received a copy of the employee handbook dated March 2016. I understand that I am to become familiar with its contents. Further, I understand:

- Employment with NAI is at-will. I have the right to end my work relationship with the organization, with or without advance notice, for any reason. The organization has the same right.
- The language used in this Handbook and any verbal statements of management are not intended to constitute a contract of employment, either express or implied, nor are they a guarantee of employment for a specific duration.
- The Handbook is not all inclusive, but is intended to provide a summary of some of the organization's guidelines.
- This edition replaces all previously issued Handbooks. The need may arise to change the guidelines described in the Handbook, except for the at-will nature of employment. The organization therefore reserves the right to interpret them or to change them without prior notice.

No representative of NAI other than the President of the Board, has the authority to enter into an agreement of employment for any specified period and such agreement must be in writing, signed by the President of the Board and the employee.

---

EMPLOYEE SIGNATURE

---

DATE

---

EMPLOYEE NAME - PRINTED