

# EMPLOYEE HANDBOOK

## Table of Contents

<b>I. The Company &amp; Employee .....</b>	<b>2</b>
▪ Mission & Vision Statement	▪ Confidentiality Agreement
▪ Organizational Relationships	▪ Employee Files
▪ Definition of Employee	
<b>II. Time, PTO, and Leave .....</b>	<b>4</b>
▪ Hours of Operation	▪ Inclement Weather Policy
▪ Time & Attendance	▪ Leave of Absence Policy
▪ Overtime	▪ Bereavement Leave
▪ Pay Periods	▪ Infant At Work Policy
▪ Flex Time	▪ Civic Duty Leave
▪ Paid Time Off	▪ Unscheduled Absences/Abandonment
▪ Holidays	
<b>III. Policies .....</b>	<b>10</b>
▪ Anti-Discrimination	▪ Harassment
▪ Anti-Theft	▪ No Smoking
▪ Appearance/Dress Code	▪ Political Activities
▪ Computer Usage	▪ Telephone Courtesy
▪ Drugs & Alcohol	
<b>IV. Benefits .....</b>	<b>16</b>
▪ Health Insurance	▪ Simple IRA
▪ Life Insurance	▪ Short Term Disability Insurance
<b>V. Evaluation &amp; Discipline .....</b>	<b>16</b>
▪ Performance Reviews	▪ Grievance Policy
▪ Disciplinary Actions	
<b>VI. Handbook Applicability &amp; Compliance.....</b>	<b>18</b>
▪ Exclusions	▪ Notification of Receipt
▪ Compliance	

This material may be reproduced for internal use within Grief's Journey only. Grief's Journey has the sole and absolute discretion to amend, deviate, remove, add and apply any and all provisions of this policy, at any time, with or without notice and with or without cause. *Employment with Grief's Journey is at will. The policies and procedures in this manual constitute guidelines only, and should not be construed in any way, to be terms of an employment contract: expressed or implied.*

## **I. THE COMPANY & EMPLOYEE**

### **Mission Statement**

To provide excellent and compassionate grief support services, education, and professional training so that no one has to walk their grief journey alone.

### **Vision Statement**

No one has to walk their grief journey alone.

### **Organizational Relationships**

This organizational chart shows the supervisory relationships between Grief's Journey employees and the Board of Directors. The role of the Board of Directors is that of organizational governance. The Board hires and evaluates the Chief Executive Officer. The Chief Executive Officer hires and evaluates all other employees.

The organizational chart is in Appendix A.

### **Definition of Employee**

A full-time employee is defined as a person regularly scheduled to work 30 or more hours a week. A part-time employee is defined as a person regularly scheduled at Grief's Journey for less than 30 hours per week.

According to current doctrine, Nebraska Employment courts adhere to employment, as "at-will" and without conditions. Either the employee or the employer (Grief's Journey) may terminate the employment relationship, without any reason, or for no reason, and with or without advance notice.

Employment with Grief's Journey is at will. The policies and procedures in this manual constitute guidelines only, and should not be construed in any way, to be terms of an employment contract: expressed or implied.

### **Confidentiality Agreement**

For purposes of this Agreement, "Confidential Information" means:

- (a) client files, client documents, client lists, client statements, and all other documents containing information pertaining to Grief's Journey clients, whether in hard copy or electronic format;
- (b) financial information relating to Grief's Journey and financial information, including but not limited to, tax returns;
- (c) information which Grief's Journey has not disclosed to the public, or which is not readily ascertainable by persons or entities outside Grief's Journey's business, or which has been restricted by Grief's Journey to only select employees; or
- (d) information which Grief's Journey has developed or acquired, in writing or verbally.

This material may be reproduced for internal use within Grief's Journey only. Grief's Journey has the sole and absolute discretion to amend, deviate, remove, add and apply any and all provisions of this policy, at any time, with or without notice and with or without cause. *Employment with Grief's Journey is at will. The policies and procedures in this manual constitute guidelines only, and should not be construed in any way, to be terms of an employment contract: expressed or implied.*

Employee acknowledges that his or her position with Grief's Journey is one of the highest trust and confidence by reason of employee's access to and contact with the Confidential Information of Grief's Journey, both during and after the term of this Agreement.

In consideration of Grief's Journey's employment of employee, employee agrees to use his or her best efforts and to exercise the utmost diligence, both during and after Employee's employment by Grief's Journey, to protect and safeguard the Confidential Information of Grief's Journey. Employee further agrees not to use or disclose outside Grief's Journey, both during and after Employee's employment by Grief's Journey, directly or indirectly, for employee's own benefit or for the benefit of another, any of Grief's Journey's Confidential Information. Employee further agrees that upon termination of employment with Grief's Journey, whether voluntary or involuntary, employee will promptly return to Grief's Journey all documents, computer disks, records, products, and any other property in employee's possession, whether in hard copy or electronic format, which contains any Confidential Information.

If Employee is ever unsure of his or her obligations under this policy, it is their responsibility to consult with their supervisor for clarification.

#### **Employee Files Policy**

The Chief Executive Officer maintains personnel files on all employees. Should you have any changes in your home address, telephone number, emergency contacts, or family status, please contact the Chief Executive Officer immediately.

Employee files are the property of the Company, and access to the information they contain is restricted.

Employees will not be allowed to inspect the following documents: letters of reference, both internal and external; information in files that may be an invasion of other persons' privacy; records pertaining to a criminal investigation of an Employee or Employees; or records relating to a pending claim between the Company and Employee which may be obtained through judicial or administrative proceedings. The Company also reserves the right to further limit Employees' access to documents contained in personnel files.

#### **Immigration Law Compliance**

In accordance with the Immigration Reform and Control Act of 1986 (IRCA), Grief's Journey only employs individuals who are legally authorized to work in the United States. Furthermore, Grief's Journey does not continue to employ any individual whose legal right to work in the United States has been terminated. A Form I-9 is used to verify your identity and employment eligibility. You must complete the employee section of Form I-9 and provide the required documentation supporting your identity and employment eligibility before you may begin working.

## II. TIME, PAID TIME OFF, AND LEAVE

### Hours of Operation

All staff is expected to work during the hours that will best serve the needs of the business. It is each employee's responsibility to call the Chief Executive Officer or their direct supervisor at least 30 minutes before scheduled start time if she/he is too ill to report to work. An exception will be made if the employee is hospitalized. The Company's hours for normal business are 8:00 am – 4:30 pm, Monday-Friday.

### Time & Attendance Policy

You are expected to arrive at work before you are scheduled to start your shift and be at your workstation by your scheduled start time. If, for any reason, you are unable to report for work on time or unable to remain at work until the end of your shift, you must notify your supervisor directly before your regular starting time.

All employees must use the time sheet to record hours each day she/he actually works. Only time spent in business endeavors for Grief's Journey should be recorded on the time sheets. Short breaks of 15 minutes or less do not require logging on the time sheet. Employees are not to fill out time sheets for other employees. Abuse of this policy will result in disciplinary action up to and including termination.

Time cards and time sheets must be completed accurately. Your signature on the time card or time sheet is required to certify its accuracy as a record of the time actually worked. Falsifying a time card or sheet can lead to disciplinary action, up to and including termination. Furthermore, the falsification of a time card or sheet is a fraudulent act for which an employee may be prosecuted.

### Overtime Policy

For hourly employees, overtime work is only performed when approved in advance by the employee's supervisor. The employee is expected to work necessary overtime when requested to do so, and any non-exempt (non-salaried) employee will receive time and one-half regular pay for time worked exceeding forty (40) hours in any given work week, according to the law. Prior approval from the Chief Executive Officer must be received before overtime hours are worked.

### Pay Periods

Pay periods are bi-weekly with 26 pay periods per year. Timesheets are due on Monday prior to the Friday pay day. Wages are directly deposited into employee's bank accounts.

If there is an error in the employee's pay check, the employee shall notify their supervisor immediately. Every effort will be made to remedy the discrepancy as quickly as possible.

If the employee's pay check is lost or stolen, the employee shall notify their supervisor immediately. A new pay check will be issued after payment has been stopped on the original check. The Company will

This material may be reproduced for internal use within Grief's Journey only. Grief's Journey has the sole and absolute discretion to amend, deviate, remove, add and apply any and all provisions of this policy, at any time, with or without notice and with or without cause. *Employment with Grief's Journey is at will. The policies and procedures in this manual constitute guidelines only, and should not be construed in any way, to be terms of an employment contract: expressed or implied.*

not be obligated to indemnify an employee for any monetary loss suffered as a result of a lost pay check if the Company is unable to stop payment on the original check.

The Company will deduct Federal Social Security and Income Tax and all other legally required deductions from the employee's payroll check each pay period. Group Insurance premiums (if applicable) will also be deducted from your payroll check each pay period.

For computation purposes, the workweek is Sunday through Saturday. The pay period begins on Sunday and ends on the Saturday prior to 'payday Friday.' Actual time worked will be included when calculating the number of hours worked in a week. The following time will **not** be included when calculating the number of hours worked in a week:

- Annual leave
- Civic duty leave (jury duty, election poll duty)
- Sick leave
- Bereavement Leave
- Personal paid or unpaid leave
- Holidays
- Flex Time

Exempt employees are paid a salary commensurate with their job responsibilities and are not paid overtime nor ordinarily eligible for flex time. Flex time is time off with pay that is granted an exempt employee if they have worked additional hours on an irregular and occasional basis in excess of their normal schedule. This is available only when the employee has worked a block of four hours or more in excess of a usual 40-hour week.

All FLSA-exempt employees must use accrued flex time by the end of the second pay period after the pay period during which it was earned. Once an FLSA-exempt employee reaches his/her annual maximum accrual, he/she will not accrue additional PTO hours until the balance of the PTO account falls below the annual maximum accrual.

One hour of flex is granted for each hour worked over 40 hours per week. Flex time (subject to the four hour requirement) must be signed by the supervisor at the end of pay period in which it was earned.

#### **Paid Time Off – Under review July 21, 2017**

People need time off from work for a variety of reasons, including vacation time, illness, and personal reasons. Because every person may allocate their time differently, all paid days off are combined into a system referred to as Paid Time Off. Regular full-time or part time employees are eligible to accrue PTO.

The amount of PTO earned each year depends on the job category and the length of employment. PTO will accrue a maximum of up to 80 hours worked per pay period. PTO is not earned while Worker's Compensation benefits are being earned, or while on non-paid leave of absence.

This material may be reproduced for internal use within Grief's Journey only. Grief's Journey has the sole and absolute discretion to amend, deviate, remove, add and apply any and all provisions of this policy, at any time, with or without notice and with or without cause. *Employment with Grief's Journey is at will. The policies and procedures in this manual constitute guidelines only, and should not be construed in any way, to be terms of an employment contract: expressed or implied.*

PTO begins to accrue at the beginning of the first pay period following date of hire and caps at the rate of five years of service. An employee working a partial FTE, and 0.5 FTE or greater, accrues at the proportion of FTE that employee is working.

#### Accrual Rate for Non-Management Employees (exempt and non-exempt) working at 1.0 FTE

0 – 1 years of service	120 hours annually	4.615 hours per pay period
1 – 2 years of service	128 hours annually	4.923 hours per pay period
2 – 3 years of service	136 hours annually	5.231 hours per pay period
3 – 4 years of service	144 hours annually	5.548 hours per pay period
4 – 5 years of service	152 hours annually	5.846 hours per pay period
> 5 years of service	160 hours annually	6.154 hours per pay period
Chief Executive Office/CEO – Negotiated		

A maximum of 10 days (80 hours) of PTO can be carried over as of January 1 each year. Employees should use these days with discretion as they are also intended to serve as a means of salary continuation for long-term illness or for other extenuating circumstances that may require a lengthy absence. Once an employee reaches his/her annual maximum accrual, he/she will not accrue additional PTO hours until the balance of the PTO account falls below the annual maximum accrual. Any earned but unused PTO will be paid out upon separation.

PTO may be taken in half day increments. Every effort will be made to accommodate PTO requests; however, business circumstances may not permit all requests to be honored. Absent extenuating circumstances, all time off must be requested [15] days in advance and should be submitted in writing, except for sick leave. Excessive absences may result in disciplinary action, up to and including termination.

#### Holidays

The Company observes, and except in emergency situations, is closed for the holidays listed below. The Company provides holiday pay to full time employees on the following Company recognized holidays:

- New Year's Day (January 1)
- Martin Luther King, Jr. Day
- Memorial Day (Last Monday in May)
- Independence Day (July 4)
- Labor Day (First Monday in September)
- Thanksgiving Day (Fourth Thursday in November)
- Friday After Thanksgiving
- Christmas (December 25)
- Employee's Birthday
- One floating holiday chosen by the Employee

Holidays falling on a Saturday are normally observed on the preceding Friday. Holidays falling on a Sunday are normally observed on the following Monday. Regular full-time employees are paid eight (8) straight time hours for each holiday. Regular part-time employees are paid for holidays based upon the number of straight time hours they are normally scheduled. Temporary and provisional employees are not paid for holidays unless they are specifically requested to work on the designated holiday.

### **Inclement Weather Policy**

In the event of inclement weather, Grief's Journey's offices and programs will follow the closure/cancellation determinations of Omaha Public Schools as announced on radio and television.

Grief's Journey's Chief Executive Officer will decide on a case-by-case basis other office closings, not addressed by OPS, and will contact the employees as soon as possible. Grief's Journey's Program Director will decide on a case-by-case basis other program cancellations, not addressed by OPS, and will contact volunteers and program participants as soon as possible.

In the event the office closes due to inclement weather, all exempt employees regularly scheduled to work that day, and not already otherwise on vacation, personal leave, or other leave, will be paid at their regular rate. Non-exempt employees (hourly) will not be paid for time off.

Any employees who are scheduled to work but who choose not to report to work on a day when Grief's Journey is open are required to use any accrued time off. If no accrued leave is available, they will not be paid for the day.

All employees must adhere to Grief's Journey's policies regarding overtime and working from home, even in the case of inclement weather closures.

If an employee with a disability needs an accommodation to allow the employee to perform the essential functions of the position, including reporting to work, the employee must notify Grief's Journey as soon as possible.

### **Leave of Absence Policy**

This Leave of Absence policy applies to all regular full-time employees who have been employed for a period of one year. A leave of absence is defined as an authorized period of time away from work without pay. A reasonable leave of absence without pay may be granted for the following reasons:

1. For incapacity due to the employee's pregnancy, prenatal medical care, or childbirth;
2. To care for the employee's child after birth, or placement for adoption or foster care;
3. To care for the employee's spouse, child, or parent, who has a serious health condition;

*This material may be reproduced for internal use within Grief's Journey only. Grief's Journey has the sole and absolute discretion to amend, deviate, remove, add and apply any and all provisions of this policy, at any time, with or without notice and with or without cause. Employment with Grief's Journey is at will. The policies and procedures in this manual constitute guidelines only, and should not be construed in any way, to be terms of an employment contract: expressed or implied.*

4. For a serious health condition that makes the employee unable to perform the employee's job;
5. To address certain qualifying exigencies related to a covered family member's (the employee's spouse, son, daughter, or parent) active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation;
6. To care for a covered military service member (if the employee is the spouse, parent, son, daughter, or next of kin of said service member) who: (a) is a current member of the military (Armed Forces, National Guard, or Reserves); (b) has incurred a serious injury or illness in the line of duty on active duty that may render the service member medically unfit to perform his or her duties; and (c) is undergoing medical treatment, recuperation or therapy, or is in out-patient status, or is on the military's temporary disability retired list; and/or
7. To complete certain educational classes, degrees, or programs.

Grief's Journey, due to its size, is not mandated to comply with the Family and Medical Leave Act (FMLA) of 1993.

Various types of unpaid leaves of absence will be considered at the discretion of the Chief Executive Officer. A leave of absence due to a medical condition may be granted for the length of time stipulated by the attending physician, usually not to exceed ninety (90) days. A physician's statement is required to begin and end the leave of absence. The statement to authorize the beginning of the leave of absence should indicate the expected date of return (if known). An employee must notify the Chief Executive Officer two weeks in advance of the date they expect to be able to return to work.

Generally, it is expected that an employee utilize all of his or her accrued paid time off before utilizing unpaid leave. Benefits may or may not be continued during the leave of absence period depending on our carrier agreements at the time. Leave accruals will not be earned during the leave of absence period. While on leave, the employee retains continuity of service. A leave of absence is granted with the understanding that the employee will have consideration for available employment when he/she is ready to return to work. Grief's Journey does not guarantee that the same position, hours of work, or work schedule will be available upon return from leaves of absence. A request for a leave of absence must be submitted in writing to the Chief Executive Officer at least four weeks prior to the date the employee wishes to begin the leave.

Absence beyond the period specified and approved will be considered a voluntary resignation as of the last date of authorized leave of absence unless a request for an extension, in writing, is received and approved prior to the expiration date.

All exceptions to this policy require the authorization of the Chief Executive Officer or his/her designee.

*This material may be reproduced for internal use within Grief's Journey only. Grief's Journey has the sole and absolute discretion to amend, deviate, remove, add and apply any and all provisions of this policy, at any time, with or without notice and with or without cause. Employment with Grief's Journey is at will. The policies and procedures in this manual constitute guidelines only, and should not be construed in any way, to be terms of an employment contract: expressed or implied.*

## **Bereavement**

Grief's Journey strives to be understanding concerning the loss of a family member. Full time employees will be granted up to five (5) scheduled days off per instance with pay, in case of death in their immediate family. The purpose of this time is to attend the funeral and to handle personal affairs. Immediate family is defined as your spouse/partner, child, mother, father, brothers, sisters, grandparents, grandchildren, and in-laws. Up to three (3) scheduled days with pay will be authorized for the death of any other family member not in the immediate family. Prior approval by the Chief Executive Officer is required. The Employee may, at their option, utilize PTO or request unpaid time off when necessary. An Employee may, again at their option, use PTO or take one work day without pay for other funerals. This policy shall remain flexible, and is subject to review on a case by case basis by the Chief Executive Officer.

## **Infant at Work Program**

In order to provide a positive work environment that recognizes parents' responsibilities to their jobs and to their infants by acknowledging that, when an infant is able to stay with a parent, this benefits the family, the employer, and society. Grief's Journey's Infant-at-Work Program encourages new mothers or fathers to return to work sooner by allowing the new parent to bring their infant to work with them until the child is one year old.

### **Eligibility**

Parents – Full-time and part-time employees are eligible to participate in the program, subject to the specific job responsibilities of the parent and subject to ensuring the physical safety of the infant. Employees employed less than one year or currently involved in disciplinary action are not eligible to participate.

### **Termination of Eligibility**

Parents have the right to terminate their individual agreement at any time. Grief's Journey has the right to terminate an individual agreement at any time if the parent's performance declines or if organizational needs are not being met (i.e., complaints and/or disruptions to coworkers cannot be resolved.) The employee must maintain acceptable work performance and ensure that the presence of the infant does not create any office disturbances.

This agreement may also be terminated if the parent becomes involved in disciplinary action, if the parent does not comply with the terms and conditions of their Individual Plan, or when complaints have been made that cannot be resolved.

Eligibility may also be terminated at the sole discretion of Grief's Journey for reasons not yet known at this time. When eligibility is terminated, the infant must be removed from the workplace.

Participation in Grief's Journey's Infant-at-Work Program is a privilege and not a right. Grief's Journey expressly reserves the right to refuse participation in the Program for any reason or no reason at all or to terminate participation in the program due to business conditions or for no reason at all and expressly reserves the right to change or revise this policy with or without notice.

### **Civic Duty Leave**

An employee summoned for jury duty by a court of competent jurisdiction and who actually serves on such a jury may qualify to receive her/his regular pay during such service by turning over her/his jury pay to Grief's Journey. If the individual is on annual leave or leave without pay, he or she may keep jury duty pay. The employee will retain any other benefits they had prior to this time, if any. The employee shall provide his/her immediate supervisor with a copy of the jury summons as soon as possible after received. This policy also applies to Election Polls Attendance during normal duty hours.

Any employee who is in receipt of a bona fide subpoena to testify in court will not be charged time off for court attendance. If the employee is the plaintiff or defendant in a court action, the Chief Executive Officer will examine whether or not the time off will be charged.

Time spent in court appearances related to Grief's Journey business is considered time worked. In the event that a witness fee is paid to the employee, that fee must be turned over to Grief's Journey. If the employee is on annual leave or leave without pay, she/he may keep their subpoenaed witness pay.

### **Unauthorized Absences/Job Abandonment**

Any unauthorized/unscheduled absence of an employee will be understood to be an absence without pay, and may be grounds for disciplinary action, up to and including termination by the Chief Executive Officer. Any employee's absence for three or more work days, without authorized leave, will be understood to be job abandonment. If extenuating circumstances exist, the Chief Executive Officer may grant an after-the-fact leave of absence, with or without pay.

## **III. POLICIES**

### **Anti-Discrimination Policy**

In compliance with the Civil Rights Act of 1964 and other applicable federal and state laws, Grief's Journey has established a civil rights policy. Grief's Journey is an equal employment opportunity employer and does not discriminate against employees or job applicants on the basis of race, color, creed, religion, sex, age, mental or physical disability, national origin, political affiliation, marital status, veteran status, family status, sexual orientation, gender identity, genetic information, status as a

This material may be reproduced for internal use within Grief's Journey only. Grief's Journey has the sole and absolute discretion to amend, deviate, remove, add and apply any and all provisions of this policy, at any time, with or without notice and with or without cause. *Employment with Grief's Journey is at will. The policies and procedures in this manual constitute guidelines only, and should not be construed in any way, to be terms of an employment contract: expressed or implied.*

Vietnam era veteran or any other unlawful basis, except where a bona fide occupational qualification applies.

If Grief's Journey determines that an act of discrimination has occurred, appropriate disciplinary action, up to and including termination, will be taken against the offending employee. Grief's Journey prohibits any form of retaliation against any employee for filing a bona fide complaint under this policy or for assisting in an investigation of a complaint. However, if, after investigating any complaint of harassment or unlawful discrimination, Grief's Journey determines that the complaint is not bona fide or that an employee has provided false information regarding the complaint, disciplinary action, up to and including termination, may be taken against the individual who filed the complaint or who gave the false information.

### **Reasonable Accommodation**

Grief's Journey makes every effort to ensure that qualified individuals with a disability are not discriminated against in any terms, conditions, or privileges of employment. The law requires employers to provide a reasonable accommodation to qualified individuals with known disabilities in all aspects of employment, unless the accommodation would cause an undue hardship to the employer. A qualified individual is a person with a disability who meets the skill, education, experience, training, and other job-related requirements of position, and who, with or without a reasonable accommodation, can perform the essential functions of the position. We are committed to providing a reasonable accommodation to the known physical or mental limitations of such individuals so they can perform the essential functions of a job, unless the accommodation would create an undue hardship.

### **Anti-Theft Policy**

Grief's Journey will not tolerate theft, nor will it tolerate the possession of company property or other employees' property without prior permission.

### **Appearance/Dress Code**

Grief's Journey is a professional organization that expresses its respect for clients and supporters in the way that we present ourselves.

Grief's Journey observes a business casual dress code. Employees are not allowed to wear any clothing with messages referencing alcohol, drugs, sexual behavior or innuendo, or swear words. Other prohibited attire includes, but is not limited to, short skirts, bare midriffs, low necklines and jeans. (Jeans may be worn on casual Fridays/other casual days if approved by supervisor.) Clothing must be neat and clean. Good personal grooming and hygiene are also essential and should contribute to a professional appearance.

The Chief Executive Officer will determine if the appearance is offensive or inappropriate. Failure to comply with the Dress Code Policy may result in the employee being sent home, without pay, to change clothes, and/or may result in disciplinary action. Continued failure to follow this policy concerning offensive or inappropriate appearance will result in disciplinary action, up to and including termination.

This material may be reproduced for internal use within Grief's Journey only. Grief's Journey has the sole and absolute discretion to amend, deviate, remove, add and apply any and all provisions of this policy, at any time, with or without notice and with or without cause. *Employment with Grief's Journey is at will. The policies and procedures in this manual constitute guidelines only, and should not be construed in any way, to be terms of an employment contract: expressed or implied.*

## **Computer Usage Policy**

### *Computers*

Employee use of Grief's Journey computers, printers, and other electronic equipment is for job-related or approved activities only. Inappropriate use of this equipment, which may be defined from time to time at the discretion of Grief's Journey, may subject the employee to discipline, up to and including termination.

Any message or file created, or emailed using any Grief's Journey computer is the property of Grief's Journey. Employees should have no expectation of privacy or confidentiality in any message or file that is created, stored, or sent using the computers or other communication equipment belonging to Grief's Journey and Grief's Journey reserves the unilateral right to review, monitor, access, audit, intercept, copy, print, read, disclose, modify, retrieve, and delete any work the Employee does on a Grief's Journey computer, including email.

### *E-mail System*

The E-mail System, along with all other computer functions at Grief's Journey, is owned by or licensed to Grief's Journey. The electronic message system and any electronically stored communications are the property of the Company and may be intercepted or accessed by authorized personnel. Abuse or misuse of the E-mail or computer system may result in disciplinary action, up to and including termination. Except as authorized by a supervisor in the course of the employee's work duties, employees are not authorized to access the computer(s), email account(s), or files of any other Grief's Journey employee.

### *Internet*

Internet access is for business purposes and is not for personal use. Grief's Journey reserves the unilateral right to review, monitor, access, and audit, intercept, and disclose an employee's use of the Internet at any time, with or without notice, and with or without an employee's permission.

Employees should have no expectation of privacy or confidentiality with respect to any use of the Internet at work. At no time may any employee use the Internet in violation of Company policies, practices, or local, state or federal law. This policy includes all Internet services, electronic mail, electronic bulletin boards, instant messaging, and the use of the World Wide Web.

The Company has the right and technical ability to review all past Internet messages, queries, downloaded information, and images.

### *Permitted and Restricted Uses*

As a condition of providing Internet and E-mail access to its employees, Grief's Journey places certain restrictions on workplace use of the Internet. Grief's Journey encourages use of the Internet:

- To communicate with other employees and clients regarding matters within an employee's assigned duties;
- To acquire information related to, or designed to facilitate the performance of, regular assigned duties; and

This material may be reproduced for internal use within Grief's Journey only. Grief's Journey has the sole and absolute discretion to amend, deviate, remove, add and apply any and all provisions of this policy, at any time, with or without notice and with or without cause. *Employment with Grief's Journey is at will. The policies and procedures in this manual constitute guidelines only, and should not be construed in any way, to be terms of an employment contract: expressed or implied.*

- To facilitate performance of any task or project in a manner approved by any employee's supervisor.

**The Company expressly prohibits the following Company uses:**

1. Dissemination or printing of copyrighted materials (including articles, software, and audio/video media) in violation of copyright laws;
2. Sending, receiving, printing or otherwise disseminating proprietary data, trade secrets or other confidential information of the Company;
3. Using offensive or harassing statements or language or disparaging others based on their race, national origin, sex, sexual orientation, age, disability, religion or political beliefs;
4. Sending or soliciting sexually oriented messages or images;
5. Operating a business, usurping business opportunities or soliciting money for personal gain;
6. Searching for employment outside of the Company;
7. Gambling or engaging in any other activity in violation of local, state or federal law;
8. Downloading and/or installing programs that have not been authorized;
9. Sending or forwarding chain letters or non-work-related E-mail;
10. Attempting to circumvent network security;
11. Sharing of personal passwords; (Note: Your network password is your identification. All actions associated with this password may be tracked by management)
12. Loading software that is not approved in advance by management;
13. Making illegal copies of licensed software; and
14. Using software that would provide unauthorized access to Grief's Journey computers or would disrupt our equipment in any way.

Violation of Company Internet and E-mail policy may result in disciplinary action, up to and including termination.

**Drugs & Alcohol Policy**

Grief's Journey is committed to providing an employment environment that is safe and conducive to a creative and productive workforce. Therefore, it is the Company's policy that Grief's Journey is a drug and alcohol free workplace. While on Grief's Journey premises and while conducting business/related activities of Grief's Journey off-site, no employee may be under the influence of alcohol/illegal drugs, or engage in the unlawful manufacture, distribution, dispensation, possession, or use of alcohol or illegal drugs. Wine/beer may be served in conjunction with certain social/fundraising functions, if approved by Chief Executive Officer.

The use of prescription drugs is permitted on the job, if prescribed for the employee, used as intended and directed, and if it does not impair an employee's ability to perform the essential functions of the job effectively and safely, and does not endanger others in the workplace. Over-the-counter pain relievers and the like are permitted if used as intended and directed.

In cases where the use of alcohol or drugs poses a threat to the safety of other people or property, the employee must report the violation. Employees who violate our Substance Abuse Policy will be subject to disciplinary action, up to and including termination.

### **Harassment Policy**

Grief's Journey will provide a work environment that is free of discrimination and any kind of harassment, including racial and sexual harassment. Sexual harassment is a form of unlawful sex discrimination.

For purposes of this policy, sexual harassment is defined as follows: Unwelcome or unwanted sexual advances, requests for sexual favors, and other verbal, non-verbal, or physical conduct of a sexual nature when (1) submission to or rejection of this conduct by an individual is used explicitly or implicitly as a factor in decisions affecting hiring, evaluation, promotion, or other aspects of employment; or (2) this conduct substantially interferes with an individual's employment or creates an intimidating, hostile, or offensive work environment.

Examples of sexual harassment include, but are not limited to, unwanted sexual advances; demands for sexual favors in exchange for favorable treatment or continued employment; repeated sexual jokes, flirtations, advances, or propositions; verbal abuse of a sexual nature; graphic commentary about an individual's body, sexual prowess, or sexual deficiencies; leering; whistling; touching; pinching; assault; coerced sexual acts; suggestive insults; obscene comments, gesture, and emails; and display in the work place of sexually suggestive objects or pictures.

For purposes of this policy, racial harassment is defined as all inappropriate conduct and activity taken against an individual because of his or her race and/or national origin.

Examples of racial harassment include, but are not limited to, racial comments, racial jokes or emails, treatment of an individual differently because of his or her race, and all other activities defined by Title VII of the U.S. Civil Rights Acts of 1964.

### *Responsibilities*

Each employee is responsible for creating an atmosphere free of discrimination and harassment, sexual or otherwise. Further, employees are responsible for respecting the rights of their co-workers. Any employee found to have engaged in any form of discrimination or harassment, whether verbal, physical, or arising out of the work environment, and whether in the work place, at work assignments off-site, at GRIEF'S JOURNEY sponsored social functions, or elsewhere, may be subject to disciplinary action, up to and including termination.

### *Complaint Procedure*

If you experience any job-related bias or harassment based on your sex, race, religion, age, or other characteristic unrelated to your job performance, or believe you have been treated in an unlawful, discriminatory manner, promptly report the incident to your supervisor, who will investigate the matter and take appropriate action. If you believe it would be inappropriate to discuss the matter with your

This material may be reproduced for internal use within Grief's Journey only. Grief's Journey has the sole and absolute discretion to amend, deviate, remove, add and apply any and all provisions of this policy, at any time, with or without notice and with or without cause. *Employment with Grief's Journey is at will. The policies and procedures in this manual constitute guidelines only, and should not be construed in any way, to be terms of an employment contract: expressed or implied.*

supervisor, report it directly to a member of the Executive Committee of the Board, who will undertake an investigation. Your complaint will be kept confidential to the maximum extent possible.

### **No Smoking Policy**

Grief's Journey promotes a smoke-free environment and as such all forms of tobacco use are prohibited on the premises and at sponsored events.

### **Political Activities**

No employee, for their own personal agenda, may carry on political activities as a representative of Grief's Journey.

### **Telephone Courtesy Policy**

Telephone courtesy is essential to maintain positive customer service and Employee relations. Your telephone manners are a direct reflection on the Company and your professionalism. The Company will not tolerate a lack of telephone courtesy. Any deliberate abuse on the telephone of a Company customer or fellow Employee may result in disciplinary action, up to and including termination. Personal phone calls and e-mails should be kept at a minimum during the workday and made during break periods whenever possible.

### **Lunch Period**

Each employee is allowed a daily 30-minute lunch break. Longer lunch breaks must be authorized by a supervisor. Lunch breaks will generally be taken on a staggered schedule so that your absence from work does not create a problem with the day-to-day operations. Any other breaks longer than 15 minutes during the work day must be approved in advance by your supervisor and shall not be paid.

### **Safety and Accident Rules**

Grief's Journey strives to provide a clean, hazard-free, and safe environment in accordance with the Occupational Safety and Health Act of 1970. As an employee, you are expected to take part in maintaining this environment. You should observe all posted safety rules, adhere to all safety instructions provided by your supervisor, and use safety equipment when required. It is your responsibility to learn the location of all safety and emergency equipment, as well as the safety and/or emergency phone numbers. All work related accidents are covered by Worker's Compensation Insurance pursuant to the laws of the state(s) in which we operate. All work-related accidents, injuries, and illnesses must be reported immediately. The failure to promptly report an accident, injury, or illness may result in the loss of coverage under workers' compensation insurance, and possible disciplinary action, up to and including termination.

### **Worker's Compensation**

Grief's Journey is committed to meeting its obligations under applicable workers' compensation acts which provide medical, rehabilitation, and wage-replacement benefits to individuals who sustain work-related injuries or illnesses while working. All work-related accidents, injuries, and illnesses must be reported immediately. The failure to promptly report an accident, injury, or illness may result in the loss

of coverage under workers' compensation insurance, and possible disciplinary action, up to and including termination.

### **Communication Policy**

Any questions with respect to any of the provisions of this Employee Manual should be addressed to your immediate supervisor. You are entitled to express your point of view on work-related matters in a constructive manner, as well as to make any productive suggestions in any of the communication avenues available within the Company.

## **IV. BENEFITS**

### **Health Insurance**

Health insurance is available for full-time employees. Grief's Journey pays a portion of the premium for the employee, and family coverage is available for the families of full-time employees at the employees' expense. The amount of the subsidy will be reviewed and set annually by the Board of Directors. Eligibility to participate begins the first of the month following 90 days of employment.

### **Life Insurance**

Life insurance is provided by the Company for its full time employees who work 30 or more hours a week. The premium for this coverage is paid 100% by the Company. See Chief Executive Officer for further details of the plan coverage.

### **Short Term Disability**

All qualifying employees are eligible to receive short term disability coverage following 90 days of employment.

### **Simple IRA**

After one year of service, an employee is eligible for a 3% match of contributions to a SIMPLE IRA. Grief's Journey will contribute up to 3% of gross salary to match the employee pre-tax contribution. The employee is entitled to contribute more than 3%. The company managing the IRA is selected by the employer. Investment options are made by the employee.

In general, Grief's Journey will contribute to each eligible employee's SIMPLE IRA equal to the employee's reduction contributions. (All employees making \$5,000 or more are eligible.) This cannot exceed 3% of the employee's compensation. The Board may reduce this 3% limit to a lower percentage, but no lower than 1%. The Board will not lower the 3% limit for more than two calendar years out of the 5-year period ending with the calendar year the reduction is effective. If the Board elects this reduction, it will notify employees of the reduced limit within a reasonable period of time before the 60-day election period (proceeding Jan. 1.)

## **V. DISCIPLINE & EVALUATION**

### **Disciplinary Actions**

The following are causes for disciplinary action, up to and including termination, although other charges and complaints may be determined at the discretion of the Chief Executive Officer:

*This material may be reproduced for internal use within Grief's Journey only. Grief's Journey has the sole and absolute discretion to amend, deviate, remove, add and apply any and all provisions of this policy, at any time, with or without notice and with or without cause. Employment with Grief's Journey is at will. The policies and procedures in this manual constitute guidelines only, and should not be construed in any way, to be terms of an employment contract: expressed or implied.*

- Making false statements or omitting pertinent facts on an employment application or in an employment interview;
- Threatening, assaulting, fighting with, or harassing another employee or anyone else encountered during the course of business;
- Use or being under the influence of illegal drugs or alcohol on Grief's Journey premises, or at events sponsored by Grief's Journey;
- Being adjudged guilty of a crime involving moral turpitude or disgraceful conduct;
- Offensive language or conduct toward the public;
- Insubordination (disobedience without cause);
- Incompetence to perform the duties of her/his position;
- Negligence in the care, operation and/or handling of Grief's Journey's property;
- Falsifying or destroying company documents or computer files;
- Committing an illegal act, inducing a fellow employee to commit an illegal act, or attempting to induce a fellow employee to commit an illegal act;
- Possessing a weapon at work;
- Absence from duty without leave, or failure to report to work after leave of absence request has been disapproved or revoked; and
- Violation of any Grief's Journey Policy.

There are three forms of disciplinary actions, but the Chief Executive Officer may bypass any of these options at any time depending upon the severity:

**Reprimand:** The Chief Executive Officer may reprimand employees for causes listed above. The reprimand may be verbal or in writing and addressed to the employee. The employee shall sign a statement that the verbal reprimand has been received or sign a copy of the written reprimand. Said documents will be kept on file in the employee's file for a period of one year from the date of the reprimand.

**Probation:** The Chief Executive Officer may recommend that an employee be placed on probation for just cause. A written notice will be issued to the employee, with a copy to be kept on file for a period of one year. A written evaluation by the Chief Executive Officer at the termination of the probation will determine the retention or dismissal of the employee.

**Termination:** The Chief Executive Officer may dismiss any Grief's Journey employee by delivering a written statement of termination to the employee concerned. A copy will also be submitted to the Board President upon request.

### **Performance Reviews**

Grief's Journey grants all employees an orientation period of ninety (90) days. During that period, the employee will not be considered a regular employee until he/she has satisfactorily completed this required provisional period of employment, as determined by Grief's Journey management. The purpose of the provisional period of employment is to determine the employee's job satisfaction and to

This material may be reproduced for internal use within Grief's Journey only. Grief's Journey has the sole and absolute discretion to amend, deviate, remove, add and apply any and all provisions of this policy, at any time, with or without notice and with or without cause. *Employment with Grief's Journey is at will. The policies and procedures in this manual constitute guidelines only, and should not be construed in any way, to be terms of an employment contract: expressed or implied.*

allow Grief's Journey to evaluate the employee's job performance. In the event that the employee's job performance is evaluated as being unsatisfactory, employment may be terminated at any time for any reason during the probationary period. Employees will receive a performance review at any time during that orientation period.

After the orientation period, performance and pay shall be evaluated annually. Pay increases, if any, will be based on the employee's job performance.

Employee reviews are based on job description and work performance. Wage increases will be based upon reviewing these results as well as the following: dependability, cooperation, attitude, and any disciplinary actions that have been taken. The employee's supervisor will review and discuss with the employee his/her hourly wage or salary, job position, and expectations during your review.

### **Grievances Policy**

Grief's Journey respects our employees' opinions, suggestions, and grievances, and will work with our employees whenever possible to resolve concerns or complaints regarding their jobs. Employees are encouraged to bring to their supervisor's attention any suggestions for improving their job and productivity, suggestions for improving Grief's Journey's performance or working environment, and any complaints they have regarding their jobs or their individual treatment. Supervisors should be available and willing to listen to employees' complaints and suggestions, and to work together with employees to improve the work environment and resolve problems.

In most cases, grievances should be resolved on a professional basis between the employee and his or her direct supervisor. If the employee believes that the matter cannot be addressed with the immediate supervisor, or has not been adequately addressed at that level, the employee should take the matter to the Chief Executive Officer. If the employee believes that the matter cannot be addressed with the Chief Executive Officer, or has not been adequately addressed at that level, the employee should take the matter to a member of the Internal Governance Committee. The employee may be required to put his or her grievance in writing and/or to meet with other employees to assist in resolving the matter.

## **VI. HANDBOOK APPLICABILITY & COMPLIANCE**

### **Exclusions**

The Chief Executive Officer is subject to the Employee Handbook, except where provided otherwise in this Agreement.

### **Compliance**

In the event any statement or policy in this handbook conflicts with state or federal laws, it shall be deemed automatically amended to comply with all such state or federal laws.

*This material may be reproduced for internal use within Grief's Journey only. Grief's Journey has the sole and absolute discretion to amend, deviate, remove, add and apply any and all provisions of this policy, at any time, with or without notice and with or without cause. Employment with Grief's Journey is at will. The policies and procedures in this manual constitute guidelines only, and should not be construed in any way, to be terms of an employment contract: expressed or implied.*

### Notification of Receipt

- I received a copy of the Grief's Journey Employee Handbook.
  
- I have read and understand the contents contained therein and agree to abide by the policies and procedures of the Company. I also understand that the "Employee Handbook" is not an implied or express contract for continued employment and does not create express or implied legally enforceable contractual obligations on the part of the Company concerning any terms, conditions, or privileges of employment. I also understand that the Company may change the information or benefits provided from time to time. I also acknowledge that nothing in the "Employee Handbook" shall be construed to change the employment-at-will status allowing me or the Company to terminate this relationship at the will of either party. I understand that this handbook is intended only as a general reference and is not intended to cover every situation that may arise during my employment. This handbook is not a full statement of company policy. Any questions regarding this manual can be discussed with my supervisor. This "Employee Handbook" supersedes all previously published "Employee Handbooks." Any earlier editions are out-of-date and void.

After you have read the above notification, date and sign below and return this page to the Chief Executive Officer.

Signed \_\_\_\_\_ Date \_\_\_\_\_

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

Job Title \_\_\_\_\_

Chief Executive Officer: \_\_\_\_\_ Date: \_\_\_\_\_