

**GEORGES RIVER LAND TRUST**  
**Personnel Handbook\***

Adopted by the Board of Directors  
December 16, 2004

*(with revisions approved April 27, 2006, January 25, 2007,  
November 25, 2008, and January 27, 2009)*

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Acknowledgement

*\*This Handbook is based on the Handbooks of the Maine Association of Non-Profits, Maine Coast Heritage Trust, and Coastal Mountains Land Trust to whom we are grateful for the guidance these materials provided.*

Dear Employee:

Georges River Land Trust (GRLT) welcomes you as a new employee. GRLT is a nonprofit, charitable 501(c)(3) tax-exempt conservation organization founded in 1987 and serving 14 towns in the Georges River watershed and adjacent coastal area from Rockland to Port Clyde. *The mission of Georges River Land Trust is to conserve and protect, for the public benefit, the natural resources and traditional character of the Georges River watershed region.*

GRLT has a Board of Directors composed of community members who are elected for terms of up to 3 years. The Board establishes the Land Trust's mission, strategic direction and policies and hires the Executive Director to implement them. It is the Executive Director's responsibility to hire, supervise and make personnel decisions regarding all additional employees, although the Executive Director may choose to delegate some of these responsibilities to other managerial staff within Georges River Land Trust.

Because of our charitable mission and our public support, the Georges River Land Trust's Board of Directors, employees and volunteers have a special responsibility to adhere to the highest standards of ethics and professionalism in representing GRLT and carrying out its mission. In addition, GRLT asks employees to share the organization's commitment to land conservation. The organization recognizes the personal sacrifice many people make in electing to work for a small non-profit such as GRLT and tries to establish equitable and flexible policies and procedures that honor the well-being of those who choose to share the important work of this land trust.

In order to maintain an environment that supports a spirit of teamwork, GRLT provides a workplace where communications are open and problems can be discussed and resolved in a mutually respectful atmosphere, taking into account individual circumstances and individual employees. Through open communications, GRLT seeks to minimize difficulties or misunderstandings and develop a mutually beneficial working environment. Employees are encouraged to raise any questions, suggestions, or concerns with others directly involved in the situation giving rise to concerns, with their supervisor, or with the Executive Director.

GRLT will work to inform employees, on a timely basis, of general activities that may affect employment conditions, and welcomes employee comments or suggestions.

Welcome to the Georges River Land Trust!

## **I. Purpose of the Personnel Handbook**

This Personnel Handbook has been developed to set forth a uniform and consistent system of personnel administration and to provide all employees of GRLT with a common understanding of the policies and procedures that apply to employment. It is not intended to create and is not, itself, a contract of employment. No contractual rights are conferred on the employee by this Personnel Handbook nor shall its provisions constitute contractual obligations enforceable against Georges River Land Trust.

GRLT reserves the right to make changes, from time to time, with or without notice, in the policies and practices described in this Handbook. Moreover, because it is impossible to anticipate every situation that may arise, Georges River Land Trust reserves its right to address a situation in a manner different from that described herein if, in Georges River Land Trust's discretion, the circumstances so warrant. It is, however, GRLT's intention to respect the intent of these guidelines and to notify employees of Handbook revisions as soon as it is practicable.

If you have questions about the policies and procedures described in this Handbook, or suggestions for improvement, please see the Executive Director.

## **II. Equal Employment Opportunity**

Georges River Land Trust is committed to a policy of equal employment opportunity and does not discriminate in the terms, conditions, or privileges of employment on account of race, color, religion, national origin, sex, age, sexual orientation, physical or mental disability, or otherwise as may be prohibited by federal and state law.

Any employee who believes that s/he or any other employee of Georges River Land Trust has been discriminated against is strongly encouraged to report this concern promptly to the Executive Director or the President of the Board of Directors.

Georges River Land Trust also has a policy prohibiting harassment, including sexual harassment. This policy is described in Sections X and XI below.

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

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

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

#### **B. Hiring & Termination of Staff**

All positions are advertised. The Executive Director and appropriate supervisors share the interviewing process, with a final decision made by the Executive Director. Under some circumstances, the Executive Director may also involve Board members in the interviewing process. All employees should receive a signed copy of an Employment Position Description. After consultation with the appropriate supervisor, only the Executive Director has the authority to terminate a staff member's employment with GRLT. The Executive Director should notify the Board President of all dismissals and the reasons for them as soon as possible.

#### **C. Hiring & Termination of Executive Director**

The Executive Director is hired by the Board of Directors. Responsibilities related to his or her employment should be detailed in a written and signed Employment Position Description authored by the board. Only the Board of Directors has the authority to create the conditions of hiring and terminating the employment of the Executive Director. In the case of a vacancy of the position of Executive Director, the board would decide how to delegate responsibilities.

#### **D. Employment Position Description**

Positions will vary, depending on both the requirements of the position and the qualifications of the individual employee. As a result, all employees will receive an initial Employment Position Description, which spells out all of the responsibilities unique to their employment. This position description shall be subject to annual review and revision, with the employee's supervisor or the Executive Director. The position description should be signed by both the employee and the Executive Director, or, in the case of the Executive Director, by the Executive Director and the Board President. Copies of the Employment Position Description will be kept in the employee's personnel file at the GRLT office.

#### **E. Employee Files**

Permanent, confidential records for each employee will be maintained and kept on file in GRLT's office. The file will include job-related information, such as the original application for employment and/or resume; any letter offering employment sent to the employee; the initial Employment Position Description as well as all revisions; personal data such as home address and telephone number; a contact person or persons in case of emergency; performance-related records; confidentiality agreement; and changes in employment status and/or pay.

In order to ensure that GRLT has up-to-date information in case of emergency and for compliance with Social Security and income tax regulations, employees should notify the Executive Director in writing of any changes in marital status, number of dependents, personal emergency notification, address, and telephone.

#### F. Classification of Employees

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

Part-time employees are those employed to work on a regular basis for fewer than 40 hours per week. Part-time employees are not eligible for all of the benefits offered to full-time employees. Part-time employees may negotiate for time off without pay (e.g. for bereavement or illness) through rescheduling of paid hours. In some extenuating circumstances, the Executive Director and employee may negotiate a different arrangement, which should be documented and filed in the personnel files. GRLT will pay, on behalf of the employee, insurance that is mandated by law, i.e., Worker's Compensation and Unemployment.

Temporary employees are those hired with the understanding that their employment will not continue beyond a stated date or beyond completion of a specified project or projects. They are eligible only for those benefits outlined in their Employment Position Description. GRLT will pay any insurance that is mandated by law, i.e., Worker's Compensation and Unemployment.

Independent contractors are non-employees who are paid on a fee-for-service basis to perform certain contracted services. GRLT will negotiate and keep on file in the office written employment contracts with independent contractors. As non-employees, independent contractors do not qualify for any of the benefits described in Section IV. F.

Interns are those individuals hired for positions designed to provide students and others with exposure to non-profit sector careers. For paid internships, conditions of employment shall be governed by a signed Employment Position Description between the Executive Director, the intern and the sponsor. Interns are not classified as employees and are not entitled to benefits.

Volunteers are those individuals who provide services to GRLT without financial compensation, other than reimbursement of authorized expenses. Volunteers are not classified as employees of GRLT and, as such, are not entitled to the benefits of employees.

#### G. Exempt/Non-Exempt Employees; Overtime Pay

All employees should be told at the time s/he is hired whether their position is "exempt" (meaning, among other things, s/he is exempt from the overtime pay requirements of the Fair Labor Standards Act) or "non-exempt" (meaning s/he is covered by the overtime requirements.)

Exempt: Generally speaking, exempt employees are those whose jobs are primarily executive, administrative or professional in nature, as defined by federal regulations, and who are

paid on a salary basis, again as defined by federal regulations. When hired, exempt employees will be given some indication of the daily time expectations related to their position, including general expectations for on-site office hours, off-site work, and evening and weekend hours. Exempt employees are responsible for working the hours necessary, within reason, to accomplish job expectations and are not eligible for overtime pay. In instances of extraordinarily busy times, exempt employees may check with their supervisors to either adjust their work schedule in anticipation of upcoming excess hours or arrange for compensatory time off at a later time, which may be granted when, in the supervisor's discretion, it is appropriate and circumstances permit. Employees should schedule compensatory time off within the 2-week pay period during which the excess hours accrued, unless otherwise approved by their supervisor. If the employee and his or her supervisor cannot reach agreement on this issue, the employee should follow the grievance procedure outlined in Section XVIII.

Non-exempt: Generally speaking, non-exempt employees are hourly employees who are covered under the wage and hour provisions of the Fair Labor Standards Act. Non-exempt employees will be paid overtime, at the rate of one and one half times their regular hourly rate of pay, for any hours worked beyond 40 hours in a given work week. Non-exempt employees must obtain advance permission from the Executive Director before working more than 40 hours in a work week. Sick time, vacation time, holidays, jury duty, bereavement, and other personal time off from work will be considered hours worked for employees qualified to receive these benefits when overtime is calculated. Non-exempt employees may not take compensatory time in lieu of overtime pay.

#### H. Time Sheets

All non-exempt, temporary, and some independent contractors (depending upon the nature of their contract) are responsible for completing and submitting time records. Exempt employees may be asked periodically to file time records for the purpose of time allocation to grants or for purposes of evaluating job expectations. Staff time records, to be submitted to and signed by the Executive Director, must reflect the time worked and the leave taken during each pay period. When requested, time sheets for the Executive Director should be submitted to and signed by the Board President.

#### I. Regular Work Day

The organization maintains daily office hours from 9:00 a.m. to 5:00 p.m. and tries to schedule employees so there is always someone available in the office during the regular workday. Some GRLT employees may have flexible work schedules, with work scheduled for late afternoons, early morning, evenings or weekends. Employees are asked to provide their projected daily work schedules to their supervisor at least two weeks in advance and up to a month when considering personal days and vacation leave. Lunch is not paid time unless the employee has a work-related meeting during the lunch hour. Employees are encouraged to take a half-hour lunch break and to make up the time at the beginning or end of the day.

#### J. Flex Time

Flex time is endorsed by GRLT to accommodate an employees' needs to fill other demands not relating to work. It is defined as an adjustable schedule of hours worked, and can be

used, for example, to take time off for a class or to take care of children or other members of the immediate family. Flex time for employees can be arranged with the employee's supervisor. Unless otherwise agreed, employees working flex time are expected to work the number of hours specified in the Employment Position Description. GRLT reserves the right to grant or deny such time based on organizational needs.

K. Use of GRLT Equipment and Property

GRLT expects employees to respect that supplies and equipment are for the purpose of GRLT business only. Unless otherwise negotiated in advance of preparation, documents and files, both paper and electronic, created while working for GRLT, are and remain the property of GRLT. Occasional use of computers, phones, or duplicators for personal use may be approved by one's supervisor. Such approval can be general, not requiring case-by-case review. GRLT, however, cannot guarantee the security and privacy of such use.

#### **IV. Compensation and Benefits**

##### **A. Pay**

Employees are paid biweekly.

##### **B. Deductions**

Deductions from pay include mandated government deductions, such as State and Federal income taxes, medicare, and Social Security taxes. Employees may also have voluntary deductions made for benefits programs or for other reasons approved by GRLT. These options will be explained to you at the time of employment.

##### **C. Pay Adjustments**

Salaries and pay rates will be reviewed annually by the Executive Director, with the assistance of the Personnel Committee, at the time of budget preparation. The Board of Directors will determine the Executive Director's salary annually. Pay adjustments are dependent on performance, available funds and generally are effective as of the first day of the next fiscal year. Pay adjustments shall be incorporated into a revised Employment Position Description (or in a contract for independent contractors) and filed in the employee's personnel file.

##### **D. Bonuses**

While GRLT typically does not offer bonuses, if paid, bonuses are a matter of discretion, not of right. The fact that a bonus may be granted once, or more than once, does not mean that it will be granted again in the future, or that, if granted, it will be in the same amount.

##### **E. Expenses**

Employees must obtain the advance consent of their supervisor before incurring expenses for which they will seek reimbursement. Approved expenses must be documented, with receipts attached, and submitted within 31 days of the date on which they were incurred.

Categories for reimbursement of approved expenses incurred by employees while on business of Georges River Land Trust include, but are not limited to, mileage, tolls, parking, meals, and lodging. GRLT will reimburse mileage expenses for use of the employee's vehicle at the standard mileage rate approved by the Internal Revenue Service for the respective year.

##### **F. Benefits**

This section describes the fringe benefits currently offered to employees of Georges River Land Trust. Except where indicated, these benefits are available only to full-time employees. Employees who are regularly scheduled to work less than 40 hours per week, but at least 32 hours per week, may be granted benefits and paid time off on a prorated basis, depending upon the provisions in their individual Employment Position Description.

Some of these benefits are described in more detail in official plan documents, such as the certificates of coverage prepared by insurance companies. The official plan documents contain information about eligibility, coverage, deductibles, and premiums. Please read these documents carefully; if there is a discrepancy between this Handbook and the official plan documents, the official plan documents will supersede.

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

Paid Holidays. Georges River Land Trust has ten paid holidays per year:

New Year's Day*	Labor Day
Martin Luther King, Jr. Day	Columbus Day
President's Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day*	Christmas Day*

\*When Independence Day, Christmas Day, or New Year's Day falls on a Saturday, the Friday before is the paid holiday; when one of these days falls on a Sunday, the following Monday is the paid holiday.

*Full-time employees* are paid for each of the 10 observed holidays.

*Part-time employees* are eligible for prorated holidays as determined by the percentage of a full-time week they average per week annually and may select which ones (from the above list) s/he chooses to take as paid holidays. For example, a part-time employee who averages 20 hours a week is entitled to 50 % (or 5) of the official holidays. If the office is closed for a holiday, part-time employees may substitute another day in the pay period for that holiday. If a holiday falls on a part-time employee's regular day off, the employee may substitute another day in the pay period for that holiday.

GRLT will work with employees to accommodate holiday time for special religious celebrations not on the holiday list. Employees must get approval for such days from their supervisor in advance.

### Vacation Leave

*Full-time employees* (exempt and non-exempt) are entitled to 3 weeks of paid vacation per calendar year for their first 3 years of employment. Beginning in the fourth full year of employment, full-time employees with vacation leave are eligible for an additional week of paid vacation.

*Part-time employees who work 32 hours or more per week* on a year-round schedule are entitled to prorated vacation leave based on 3 weeks/year (15 days/year), as a fixed maximum. For example, an employee who works 32 hours/week year-round would be eligible for 12 days of vacation per year.

*Part-time employees who work less than 32 hours per week* are not entitled to paid vacation time but may, in their Employment Position Description, arrange to have unpaid vacation time.

During their first year of employment, employees whose Employment Position Descriptions include a vacation leave benefit may take their vacation days as they are earned. For full-time employees this would be at the rate of 1.25 days per month. However, under unusual circumstances, a first-year employee may negotiate with the Executive Director to modify this benefit; the request and its approval (or disapproval) should be documented in the employee's personnel file.

Upon completion of the first calendar year of employment, vacation time will be available at the beginning of the renewed employment period, even though time is still earned at the above rate. After the first calendar year of employment, employees can carry over up to one week of vacation to the following year for a total of four or five weeks in any one year (depending on how long the employee has worked for GRLT). Earned but unused vacation time in excess of this one week will be forfeited on the anniversary of the date of employment.

Vacation time is to be approved at least one month in advance in all cases by an employee's supervisor. Whenever possible, employees are asked to leave a telephone number where s/he may be reached on vacation in the event of an emergency or high priority project that requires their guidance or input.

When an employee is terminated, s/he will be compensated for any approved remaining unused accrued vacation time or if unearned vacation time was used, s/he will be expected to reimburse GRLT for that time.

### Personal Days

*Full-time employees* may be granted up to 3 paid personal days a year for urgent business that cannot be conducted during the non-working time. All personal days should be scheduled in advance and with approval from the employee's supervisor. They must be taken within a calendar year and cannot be carried over into the next year. Personal days carry no cash value and are not paid to the employee at termination.

*Part-time employees who work 32 hours or more per week* on a year-round schedule are entitled to prorated personal days based on 3 days/year. For example, an employee who works 32 hours/week year-round would be eligible for 2 personal days per year.

*Part-time employees who work less than 32 hours per week* are not entitled to paid personal days. They are expected to adjust their work schedule to accommodate personal days. However, under unusual circumstances, an employee may negotiate with the Executive Director to modify this benefit; the request and its approval (or disapproval) should be documented in the employee's personnel file.

## Sick Leave

*Full-time employees* are allowed up to 6 paid days off each year for their own illness or medical appointments or for those of their child and/or spouse. Sick days are taken at the discretion of the employee and should be used for the purposes specified. Employees should notify the office when they are absent due to illness. Unused sick days accrued in one employment year may be carried over, up to a cumulative total of 15 days. Accumulated sick leave carries no cash value and is not paid to the employee at termination.

*Part-time employees who work 32 hours or more per week* on a year-round schedule are entitled to prorated sick leave based on 6 days/year. For example, an employee who works 32 hours/week year-round would be eligible for 5 sick days per year.

*Part-time employees who work less than 32 hours per week* are not entitled to paid sick leave. They are expected to adjust their work schedule to accommodate sick days. However, under unusual circumstances, an employee may negotiate with the Executive Director to modify this benefit; the request and its approval (or disapproval) should be documented in the employee's personnel file.

## Bereavement Leave

*Full-time employees* of GRLT will be eligible for paid leave of up to three consecutive days, in the event of the death of an immediate family member—spouse or co-habiting domestic partner, sibling, parent (natural, step, or adopted), child (natural, step, or adopted), mother-in-law, father-in-law, grandparent, and grandchildren.

*Part-time employees* are not eligible for bereavement leave. Part-time employees are expected to adjust their work schedule around such situations. However, under unusual circumstances, an employee may negotiate with the Executive Director to modify this benefit; the request and its approval (or disapproval) should be documented in the employee's personnel file.

## Jury Duty

*Full-time employees* selected for jury duty should immediately inform their supervisor. GRLT will compensate full-time employees at their regular rate of pay (less compensation received for jury duty) for four weeks. If jury duty continues for more than four weeks, the Executive Director or his/her supervisor will evaluate GRLT's ability to continue providing compensation pay. To be eligible for payment, employees must furnish GRLT with documentation stating jury pay and allowances.

*Part-time employees* are not eligible for jury duty benefits.

## Military Leave

If a *full-time employee* is a member of the National Guard or Military Reserves and required to perform annual Active Duty for Training, s/he will be granted a Military Leave for the period of such training. GRLT will pay the balance between service pay and allowances and

the employee's regular pay during the approved leave, up to four weeks. To be eligible for payment, employees should notify their supervisors well in advance and must furnish documentation of pay and allowances received during the leave period. In addition to the above provisions, GRLT will grant any employee required to serve in any branch of the Armed Forces of the United States a military leave of absence to the extent required by the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) and any applicable State laws.

*Part-time employees* are not eligible for military leave benefits.

### Unpaid Leave

GRLT recognizes that, in extenuating circumstances, employees may have a need for time off beyond that which is offered through paid time off. In determining whether an unpaid leave request may be approved, GRLT will consider factors such as past practices, seniority, reasons for the request, and organizational needs. In special situations, employees may be eligible for a leave without pay. Leave requests must be in writing, and approval obtained from the Executive Director, or in the case of the Executive Director, from the Board President.

An employee must have exhausted paid time off accruals (vacation, holiday, and, if applicable, sick time) in order to be eligible for unpaid leave. The granting of this type of leave is normally for up to 90 days, and paid time off does not accrue during the employee's absence. Benefits continuation will be determined by the provisions of each benefit program.

At the end of the leave, GRLT will make reasonable efforts to return the employee to the same or similar job held prior at the start of the leave, subject to staffing and organizational requirements. However, reinstatement cannot be guaranteed.

### Worker's Compensation

All employees of GRLT are covered by worker's compensation insurance, as required by law. Employees must report any work-related injury or illness immediately to their supervisor and fill out an Accident Report.

### Health Insurance

Health insurance is offered to employees who work 32 hours or more per week on a year-round basis. The benefit becomes effective on the first of the month after two months of employment. An employee who qualifies may elect not to receive health insurance coverage. Cash in lieu of benefits is not available for employees who decline GRLT coverage.

GRLT will pay \$2,640 per year of the health premiums for full-time employees (40 hours/week year-round). Employees working between 32 and 40 hours/week are eligible for prorated health insurance benefits based on the \$2,640 base. For example, an employee working 32 hours/week (80%) would receive \$2,112 towards health insurance over the course of the year.

Coverage is not automatic and must be elected by each employee. If employees elect to cover other family members, they may do so at their own expense. The additional premium can be deducted from their paycheck.

## Long Term Disability Insurance and Sabbatical Leaves

At this time, GRLT does not provide long-term disability insurance or sabbatical leave.

## Individual Retirement Accounts (IRAs)

GRLT offers a SIMPLE IRA to all employees who are expected to receive at least \$5,000 in compensation per calendar year. An eligible employee may make an election to have his/her compensation for each pay period reduced in order to contribute to the SIMPLE IRA up to federally allowable limits. For each calendar year, GRLT will contribute a matching contribution to each eligible employee's SIMPLE IRA equal to the employee's salary reduction contributions up to a limit of 3% of the employee's salary.

The benefit becomes effective after four pay periods (roughly equivalent to two months) in order to determine whether the employee is eligible (i.e., expected to earn \$5,000 in the calendar year). Eligible employees may make salary reduction elections or modify prior elections quarterly (by the end of the month for January, April, July, and October). An employee who qualifies may elect not to contribute to the SIMPLE IRA and would thus not receive a matching contribution from GRLT. Cash in lieu of benefits is not available for employees who decline a GRLT contribution.

## Professional Development

GRLT believes strongly in the value of on-going training and education of its employees. Approved workshops and seminars will be paid for by GRLT, as the budget allows. To assist in planning and budget, staff is encouraged to discuss upcoming opportunities and interests with the Executive Director well in advance.

## **V. Job Performance & Conduct as an Employee**

Formal, written performance reviews of employees will be conducted on an annual basis on the anniversary of the date of employment, with an informal discussion of performance at mid-year. New employees will be reviewed at the end of the first three months, the formality of which is at the discretion of the Executive Director. Copies of the written annual evaluation will become part of the employee's personnel file.

Performance reviews are intended to identify both those aspects of the job that are being performed well and those aspects that need attention. They are also a formal opportunity for an employee to express any concerns s/he might have about the job or about employment with GRLT. However, if an employee has concerns prior to the scheduled review, s/he is encouraged to schedule time to discuss these with his or her supervisor or the Executive Director; both are available throughout the year to meet with employees about issues, problems, or questions related to employment.

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

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

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

9. Neglect of duty; failure to perform your responsibilities in a manner acceptable to Georges River Land Trust.
10. Misrepresentation of GRLT's policies or advocacy of any issue not approved by the Board.

## **VI. Corrective Action; Dismissal**

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

## **VII. Separation from Employment**

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

### **A. Notice**

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

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

There may be times when Georges River Land Trust determines that it is necessary to make cutbacks or reductions in staff, leading to the lay-off of one or more employees. In determining which employee(s) shall be laid off, Georges River Land Trust may consider any and all factors that it deems relevant, including, without limitation: the needs of Georges River Land Trust as a whole; the skills, qualifications and performance histories of individual employees; anticipated changes in funding received or services to be provided by Georges River Land Trust; seniority; budgetary constraints; and any restrictions or guidelines imposed by law or by funding sources.

### **C. Pay Upon Termination**

Upon voluntary or involuntary termination of the employment relationship, regardless of the reason, the employee will be paid any wages earned but not yet paid, and pay for any accrued but unused vacation time. The employee will not be paid for accrued but unused sick leave,

personal days or other paid leave. Severance pay will be paid only as authorized in Section VII.C, above.

D. Use of Grievance Procedures in Cases of Termination

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

## **VIII. Grievance Procedure**

If an employee who has been continuously employed by Georges River Land Trust for at least six consecutive months, and is not a temporary employee, feels that inappropriate corrective action has been taken against him/her, and the employee has been unable to resolve the matter informally by speaking with the supervisor, the employee may file a written grievance with the supervisor of the person who took the action within 10 business days of the taking of the action. The person with whom the grievance has been filed will conduct an investigation of the incident, where appropriate, and will generally provide a written response to the employee within 20 business days. If more time is needed to respond to the complaint, the person filing the complaint will be so notified. If the issue is not resolved at this level, the employee may petition the Board President to appoint a Board Grievance Committee whose decision will be final.

In the case of the Executive Director, the written grievance should first be filed with the Board President. If the issue is not resolved there, the Executive Director may petition the Vice President to appoint a Board Grievance Committee. In this case, the decision of the Grievance Committee will also be final.

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

Temporary employees and employees who have not completed at least six months of continuous employment with Georges River Land Trust are not entitled to use the formal Grievance Procedure outlined above, but are encouraged to discuss any concerns they may have with their supervisor.

## **IX. Confidentiality**

The confidential nature of some of the Georges River Land Trust's activities makes it imperative for all employees to preserve the confidentiality of non-public information regarding donors, landowners, customers, employees, members of the Board of Directors, suppliers, and other sensitive matters. Only in appropriate circumstances of official business should names and addresses of our donors and customers be given.

Employees are prohibited from copying or altering files, computer disks, or other documents of Georges River Land Trust in any manner other than through standard operating procedures.

Violations of Georges River Land Trust's Confidentiality Policy are considered very serious, and may result in disciplinary action, up to and including dismissal.

## **X. Harassment**

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

Employees who believe they have been subject to harassment by a co-worker, supervisor, volunteer, client or vendor, or by anyone else during the course of your employment, should file a complaint that will initiate the Grievance Procedure. Retaliation against an employee by any person under Georges River Land Trust's control for opposing such harassment, for filing a bona fide complaint of harassment, or for providing information in good faith regarding another employee's complaint, will not be tolerated.

Once a complaint of harassment has been filed, an investigation will be conducted in accordance with the Grievance Procedure. The nature and extent of the investigation will depend upon the complaint. The intent is to obtain further information about the events/conduct complained of, to enable the person(s) named in the complaint to tell their side of the story, to determine whether harassment has in fact occurred, and to develop an appropriate resolution. The employee may be asked to put his or her complaint in writing, or the person with whom the employee discusses his or her complaint might take notes and ask the employee to sign them. All employees are expected to cooperate with any Georges River Land Trust-sponsored investigation of a complaint of harassment.

Any employee who is determined to have committed harassment or will be subject to disciplinary action, up to and including termination. Any employee who fails to cooperate with a GRLT investigation of harassment may also be subject to disciplinary action.

## **XI. Sexual Harassment**

Sexual harassment is a form of harassment and will be treated in accordance with the harassment policy outlined above. GRLT defines sexual harassment as unwelcome conduct of a sexual nature when:

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

Examples of some of the kinds of conduct that violate GRLT's Sexual Harassment policy include:

1. Sexual assaults, including rape and molestation, and attempts or threats to commit these assaults;
2. Unwanted intentional contact of a sexual or suggestive nature, such as touching, pinching, patting, grabbing, kissing, brushing against or poking a person's body;

3. Unwanted sexual advances, propositions or comments, including sexually oriented gestures, jokes or comments about a person's sexuality or sexual experience;
4. Preferential treatment or the promise of preferential treatment to an employee for engaging in sexual conduct;
5. Displaying or publicizing pictures, posters, reading materials, calendars, objects, etc. that are sexually suggestive, sexually demeaning or pornographic; and
6. Disciplining or retaliating against an employee in any way because s/he has resisted, reported or complained about sexual harassment.

If an employee feels that s/he has been sexually harassed during the course of their employment, or believes s/he has witnessed another employee being sexually harassed, s/he should report these concerns immediately, as described in Section X, above, "Harassment". The procedures outlined in that section will apply.

## **XII. Smoking Policy**

Because GRLT is responsible for providing a healthy environment for all of its staff, volunteers and clients, smoking is prohibited throughout our office.

## **XIII. Drug Free Workplace**

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

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

Under federal law, any employee who is convicted of a criminal drug statute violation occurring in the workplace must notify his/her employer of the conviction within 5 days. GRLT, in turn, would be required to notify the federal organization that provides grant money or a contract.

#### **XIV. Electronic Mail ("E-MAIL")**

##### **A. No Right to Privacy**

Any computer files or electronic mail ("e-mail") messages maintained, stored, received or transmitted on or from Georges River Land Trust's computer systems are and shall remain property of Georges River Land Trust and are subject to being monitored and/or disclosed at any time by Georges River Land Trust. Employees of Georges River Land Trust have no privacy interests in e-mail messages or passwords, are deemed to consent to Georges River Land Trust's monitoring and disclosure of e-mail messages, and will make no claim against Georges River Land Trust for monitoring e-mail, for disclosing e-mail, or for any other issues relative to Georges River Land Trust's e-mail system.

##### **B. General Restrictions on Consent of E-Mail Messages**

The e-mail system has been installed by Georges River Land Trust for use in the conduct of its business. Georges River Land Trust recognizes, however, that employees may desire to use the e-mail system occasionally for personal purposes. Georges River Land Trust will permit such occasional, personal use of the e-mail system, provided that:

1. such use does not result in additional costs to Georges River Land Trust;
2. such use is not excessive or abused by employees; and
3. employees understand (and are hereby informed) that all messages transmitted or received on the e-mail system, of whatever nature, remain fully subject to all of the provisions of this e-mail policy (thus, for example, even personal messages on the e-mail system constitute Georges River Land Trust's property in which employees have no right of privacy and which may be stored, monitored, or disclosed at any time by Georges River Land Trust).

The e-mail system shall not be used to transmit messages, either within Georges River Land Trust or in communications transmitted outside Georges River Land Trust, that might reflect poorly on Georges River Land Trust, including language or material of a sexual or otherwise inappropriate nature, or that may be construed as harassment or disparagement of others based upon their race, color, national origin, sex, sexual orientation, age, marital or familial status, physical or mental disability, religious or political beliefs, or any other characteristic of people protected by federal or state law.

The e-mail system shall not be used to transmit personal endorsements or advocacy for issues in a way that misconstrues those endorsements as those of GRLT. For example, employees may not use the office's e-mail system to add their personal signature to petitions or other political action documents.

The e-mail system shall not be used for sending information outside of Georges River Land Trust that constitutes the confidential or proprietary information of Georges River Land Trust (except with the express permission of Georges River Land Trust), nor for the unauthorized receipt of the confidential or proprietary information of others. Employees shall promptly notify the Executive Director in the event an e-mail transmission containing the

confidential or proprietary information of another party is received without the express permission of that party.

C. Periodic Deletion of E-Mail Messages

Under normal circumstances, Georges River Land Trust may periodically delete all electronic media copies of e-mail messages. However, Georges River Land Trust may suspend the regular deletion of all or part of e-mail messages for an indefinite period, without notice, whenever Georges River Land Trust deems the same advisable. (This could occur, for example, in the event Georges River Land Trust becomes involved in an investigation, litigation, or any other proceeding that may necessitate the review or production of Georges River Land Trust's records.)

D. Violation of E-Mail Policy May Result in Discipline

Violation of this e-mail policy may result in discipline up to and including immediate termination of employment.

## ACKNOWLEDGMENT

I have received a copy of the Georges River Land Trust Personnel Handbook, have reviewed it and had the opportunity to ask my supervisor questions about it. I understand the policies described in the Handbook and agree to abide by them.

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

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

I understand that this Personnel Handbook, and the policies and benefits described in it, may be changed from time to time, with or without advance notice, in Georges River Land Trust's discretion.

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

Printed Name \_\_\_\_\_

Date \_\_\_\_\_