



# HR HANDBOOK

**EFFECTIVE DATE: 12/20/2019**

**This handbook supersedes and replaces all previous policies and procedures including, but not limited to, all memoranda or written policies which may have been issued on the subject covered in this handbook.**

**The policies included in this handbook are guidelines only and are subject to change as the NALWDB deems appropriate and necessary.**

# Table of Contents

## Forward and Handbook Receipt Form

### A. EMPLOYMENT

1. Equal Employment Opportunity Policy Statement
2. Non-Discrimination and Anti-Harassment Policy
3. Americans with Disabilities Act Policy Statement
4. Conflict of Interest and Outside Employment Statement
5. Confidential Nature of Work
6. Employee Categories
7. Supervision and Assignment of Duties

### B. COMPENSATION

1. Performance Management and Compensation Programs
2. Performance Management Program Schedule
3. Payment of Salary
4. Overtime Pay
5. Time Records
6. Personnel Records

### C. TIME OFF

1. Annual, Sick, and Personal Holiday
2. Holidays
3. Bereavement Leave
4. Jury Duty
5. Military Leave
6. Time Off to Vote
7. Leave under the Family and Medical Leave Act
8. Leave of Absence without Pay
9. Administrative Leave

### D. EMPLOYEE BENEFITS

1. Board Contribution to Health, Dental, Vision Insurance
2. Retirement Plan
3. Workers' Compensation Benefits
4. Employer's Budget for Fringe Benefits

## **WORKPLACE POLICIES**

1. Attendance, Punctuality and Dependability
2. Drug and Alcohol Abuse
3. Appearance and Conduct
4. Anti-Nepotism Policy
5. Violence in the Workplace
6. Accidents and Emergencies
7. Open Door Policy
8. Internal Complaint Procedures
9. Solicitations and Distributions
10. E-mail and Internet Policy
11. Employer Information and Property
12. Voice Mail Policy
13. Use of the NALWDB Equipment and Computer Systems
14. Reference Checks
15. Smoking Policy
16. Tape Recording Policy

## **F. LEAVING THE NALWDB**

1. Resignation
2. Dismissals
3. Discipline –Other Than Discharge or Dismissal
4. Written Warnings
5. Post Resignation/Termination Procedures

## **Definitions**

NALWDB                      Northern Area Local Workforce Development Board

## **FOREWORD AND HANDBOOK RECEIPT FORM**

Whether you have just joined our staff or have been with the Northern Area Local Workforce Development Board or “NALWDB” for a while, we are confident that you will find NALWDB a rewarding organization to work with and we look forward to a productive and successful association. This manual serves as a guide for the employer/employee relationship.

There are several things that are important to keep in mind about this handbook. First, it contains only general information and guidelines. It is neither intended to be comprehensive, nor to address all the possible applications of, or exceptions to, the general policies and procedures described. For that reason, if you have any questions concerning eligibility for a particular benefit, or the applicability of a policy or practice to you, you should address your specific questions to your supervisor. No supervisor or other representative of NALWDB has the authority to enter into any agreement for employment for any specified period of time.

### **Receipt for Employee Handbook**

I acknowledge that I have received a copy of the NALWDB Employee Handbook. I agree to read it thoroughly and if there is any policy or provision in the Handbook that I do not understand, I will seek clarification from my supervisor. No supervisor or other representative of NALWDB has the authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the terms of this Handbook. In addition, I understand that this Handbook states the NALWDB’s policies and practices in effect on the date of publication. I understand that nothing contained in the Handbook may be construed as creating a promise of future benefits or a binding contract with NALWDB for benefits or for any other purpose. I also understand that these policies and procedures are continually evaluated and may be amended, modified or terminated at any time.

Please sign, date this receipt, and return it to the NALWDB Executive Director.

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

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

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

## **A. EMPLOYMENT**

### **1. Equal Employment Opportunity Policy Statement**

Equal Employment Opportunity has been, and will continue to be, a fundamental principle at the NALWDB, where employment is based upon personal capabilities and qualifications without discrimination because of race, color, religion, sex, age, national origin, disability, sexual orientation, political affiliation or belief, or any other protected characteristic as established by law.

This policy of Equal Employment Opportunity applies to all policies and procedures relating to recruitment and hiring, compensation, benefits, termination and all other terms and conditions of employment.

The Executive Director has overall responsibility for this policy and maintains reporting and monitoring procedures. Employees with questions or concerns may contact the Executive Director.

Appropriate disciplinary action may be taken against any employee willfully violating this policy and employees reporting a violation of this policy will be protected from retaliation for making such reports.

### **2. Non-Discrimination and Anti-Harassment Policy**

The NALWDB is committed to a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits discriminatory practices, including harassment. Therefore, the NALWDB expects that all relationships among persons in the workplace will be business-like and free of bias, prejudice and harassment.

It is the policy of the NALWDB to ensure equal employment opportunity without discrimination or harassment on the basis of race, color, national origin, religion, gender, age, disability, age or citizenship status, marital status, sexual orientation, political affiliation or belief, or any other characteristic protected by law.

**NALWDB considers discrimination and harassment to be misconduct.**

#### **Definitions of Harassment**

Sexual harassment constitutes discrimination and is illegal under federal, state laws. For the purposes of this policy, sexual harassment is defined, as in the Equal Employment Opportunity Commission Guidelines, as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when, for example: (i) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; (ii) submission to or rejection of such conduct by an individual is used as the basis for employment

decisions affecting such individual; or (iii) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

### **Individuals and Conduct Covered**

These policies apply to all applicant's & employees, and prohibit harassment, discrimination and retaliation whether engaged in by fellow employees, by a supervisor or manager or by someone not directly connected to the NALWDB (e.g., an outside vendor, consultant or customer).

Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, business meetings and business-related social events-

### **Retaliation Is Prohibited**

THE NALWDB prohibits retaliation against any individual who reports discrimination or harassment or participates in an investigation of such reports. Retaliation against an individual for reporting harassment or discrimination or for participating in an investigation of a claim of harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action.

### **Reporting an Incident of Harassment, Discrimination or Retaliation**

The NALWDB strongly urges the reporting of all incidents of discrimination, harassment or retaliation, regardless of the offender's identity or position. Individuals who believe they have experienced conduct that they believe is contrary to the NALWDB's policy or who have concerns about such matters should file their complaints with the NALWDB's Executive Director before the conduct becomes severe or pervasive. Individuals should not feel obligated to file their complaints with their immediate supervisor first before bringing the matter to the attention of the Executive Director. If the Executive Director is the person involved in the perceived misconduct, the matter should be brought to the attention of the Chair of the NALWDB. If the Chair is the source of the perceived misconduct, it should be brought to the attention of one of the members of the NALWDB.

### **Americans with Disabilities Act Policy Statement**

The NALWDB is committed to complying with all applicable provisions of the Americans with Disabilities Act ("ADA"). It is the NALWDB's policy not to discriminate against any qualified employee or applicant with regard to any terms or conditions of employment because of such individual's disability or perceived disability so long as the employee can perform the essential functions of the job. Consistent with this policy of nondiscrimination, the NALWDB will provide reasonable accommodations to a qualified individual with a disability, as defined by the ADA, who has made the NALWDB aware of his or her disability, provided that such accommodation does not constitute an undue hardship on the NALWDB.

Employees with a disability who believe they need a reasonable accommodation to perform the essential functions of their job should contact the Executive Director. The NALWDB encourages individuals with disabilities to come forward and request reasonable accommodation.

**a. Procedure for Requesting an Accommodation**

1. On receipt of an accommodation request, the Executive Director will meet with the employee to discuss and identify the precise limitations resulting from the disability and the potential accommodation that the NALWDB might make to help overcome those limitations.
2. The Executive Director will determine the feasibility and reasonableness of the requested accommodation considering various factors, including, but not limited to the nature and cost of the accommodation, the availability of tax credits and deductions, outside funding, the NALWDB's overall financial resources and organization, and the accommodation's impact on the operation of NALWDB, including its impact on the ability of other employees to perform their duties and on the NALWDB's ability to conduct business.
3. The NALWDB will inform the employee of its decision on the accommodation request or on how to make the accommodation. If the accommodation request is denied, employees will be advised of their right to appeal the decision by submitting a written complaint to the New Mexico Human Rights Division.
4. The NALWDB, at its discretion can select the accommodation from the range of reasonable choices.
5. An employee or job applicant who has questions regarding this policy or believes that he or she has been discriminated against based on a disability should notify the Executive Director. All such inquiries or complaints will be treated as confidential to the extent permissible by law.

**Conflict of Interest**

The NALWDB requires its employees to conduct business according to the highest ethical standards of conduct. Employees shall devote their best efforts to the interests of the NALWDB. Business dealings that appear to create a conflict between the interests of the NALWDB and an employee are unacceptable. The NALWDB recognizes the right of employees to engage in activities outside of their employment which are of a private nature and unrelated to NALWDB business. Annually, the employee must disclose any possible conflicts so that the NALWDB may assess and prevent potential conflicts of interest from arising. A potential or actual conflict of interest occurs whenever an employee is in a position to influence a decision that may result in

a personal gain for the employee or an immediate family member (i.e., spouse or significant other, children, parents, siblings) as a result of the NALWDB's business dealings. This may include business dealings with employees' friends, associates, and roommates if there is any influence or favors that are gained by the employee. In the course of the NALWDB having financial transactions with an employee's friends, associates, it is the employee's responsibility to inform the Executive Director of this relationship and to not participate in such transactions.

Although it is not possible to specify every action that might create a conflict of interest, this policy sets forth the ones which most frequently present problems. If an employee has any question whether an action or proposed course of conduct would create a conflict of interest, he or she should immediately contact the Executive Director to obtain advice on the issue. The purpose of this policy is to protect employees from any conflict of interest that might arise.

A violation of this policy will result in immediate and appropriate discipline, up to and including immediate termination.

### **Outside Employment**

Employees are required to obtain approval from the Executive Director, and in the case of the Executive Director from the NALWDB Chair, prior to accepting or participating in outside work activities. Approval will be granted unless the activity conflicts with the NALWDB's interest.

In general, outside work activities are not allowed when they prevent the employee from fully performing work for which he or she is employed by the NALWDB.

From time to time, the NALWDB employees may be required to work beyond their normally scheduled hours. Employees must perform this work when requested. In cases of conflict with any outside activity, the employee's obligations to the NALWDB must be given priority. Employees are hired and continue in the NALWDB's employ with the understanding that the NALWDB is their primary employer and that other employment or commercial involvement which is in conflict with the business interests of the NALWDB is strictly prohibited.

### **Acceptance of Gifts**

No employee may solicit or accept gifts of significant value (i.e., in excess of \$25.00), lavish entertainment or other benefits from potential and actual customers, suppliers or competitors. Special care must be taken to avoid even the impression of a conflict of interest.

An employee may entertain potential or actual customers if such entertainment is consistent with accepted business practices, does not violate any law or generally accepted ethical standards and the public disclosure of facts will not question the integrity of the NALWDB. Any questions regarding this should be addressed to the Executive Director or in the absence of the Executive Director, the NALWDB Chair.

## **Work Product Ownership**

All the NALWDB employees must be aware that the NALWDB retains legal ownership of the product of their work.

## **Confidential Nature of Work**

The NALWDB must treat all information relating to personal information of its members, staff members and prospects in strict confidence. The NALWDB employees must make every reasonable effort to insure that all confidential information is protected.

## **Employee Categories**

Based on the conditions of employment, employees of the NALWDB fall into the following categories: full-time, part-time, term employee.

- a. Full-Time – employees who work a minimum of 32 hours per week during hours negotiated with the Executive Director.
- b. Part-Time – employees who work 20 hours or more but less than 29 hours per week.
- c. Temporary – hired for a specific project or time frame and may work an irregular schedule. Temporary employees do not receive any additional compensation or benefits provided by the NAWDB.

## **Supervision and Assignment of Duties**

The Executive Director is employed by the NALWDB. The Executive Committee shall:

- a. Recruit and recommend the NALWDB Executive Director candidates to the Board
- b. Assign tasks to the Executive Director at its formal meetings.
  1. Outside of these meetings, the Executive Director shall be supervised by the Chair of the NALWDB, who may assign additional duties to the Executive Director in support of activities approved by the NALWDB.
- c. Review the Executive Director's performance in the form of a written evaluation annually or more frequently as deemed necessary by the NALWDB's Executive Committee. The Executive Director's compensation shall be based upon demonstrated job performance and may be adjusted at any time as deemed appropriate by the NALWDB.

The Executive Director shall be an at will employee who serves at the pleasure of the NALWDB. The Executive Director shall:

- a. Hire employees
- b. Be the reporting entity for all employees
- c. Assign duties to employees

## **Accidents and Emergencies**

Maintaining a safe work environment requires the continuous cooperation of all employees. The NALWDB strongly encourages employees to communicate with fellow employees regarding safety issues.

All employees will be provided care, first-aid and emergency service, as required, for injuries or illnesses while on NALWDB premises. Employees should contact the Executive Director and 911 in the event of an accident or emergency.

If an employee is injured on the job, The NALWDB provides coverage and protection in accordance with the Worker's Compensation Law. If an injury is sustained while at work it must be reported immediately to the Executive Director, and in the case of the Executive Director, the NALWDB Chair.

Failure to report accidents is a serious matter as it may preclude an employee's coverage under Worker's Compensation Insurance.

## **Open Door Policy**

The NALWDB promotes an atmosphere whereby employees can talk freely with members of the management staff. Employees are encouraged to openly discuss with their supervisor any problems so appropriate action may be taken.

## **Solicitation and Distribution**

Solicitation is any form of requesting money, support or participation for products, groups, organizations or causes which are unrelated to the organization. Distribution means disseminating literature or material for commercial or political purposes. Any occurrences of distributions noted are not allowed in the NALWDB workplace.

## **COMPENSATION**

### **Compensation Status**

NALWDB employees are less than \$59,999 will be considered hourly employees and are considered non-exempt and covered by the FLSA's minimum wage and overtime provisions.

Employees who are hired with a salary of \$60,000 and over are considered exempt employees and are not covered by overtime procedures. Exempt employees will be required to complete timesheets.

## **Employee Compensation**

The NALWDB will appropriate funds in the agency budget for the Executive Director's use in compensating all other employees in a manner based upon demonstrated job performance.

## **Payroll**

NALWDB employee wages are paid on a bi-weekly basis, every other Friday by check or direct deposit.

It is the responsibility of the employee to record his/her timesheets and submit them to HR, the Friday before payday. It is expected for the employee to be diligent and have integrity in the recording of their timesheets.

It is the NALWDB's policy that employee paychecks will only be given personally to that employee or deposited electronically to the employee's preferred bank account if they so specify. All other arrangements for mailing or pick-up must be made in advance and in writing with the Executive Director.

If the normal payday falls on a recognized holiday, paychecks will be distributed one workday prior to the aforementioned schedule. Under no circumstances will the NALWDB release any paychecks prior to the announced schedule.

The amount of Federal withholding is affected by the number of exemptions claimed on Form W-4, Employee's Withholding Allowance Certificate. If an employee's marital status changes or the number of exemptions previously claimed increases or decreases, a new Form W-4 must be submitted to the HR.

## **Employee Performance Review**

The Executive Director will hold annual performance reviews for each employee. The Executive Director will complete employee performance evaluations and meet with the respective employee for discussion. The Executive Director will also meet with their staff members once per week to provide feedback and talk about their work and motivations. The Executive Director will provide a summary of all performance evaluations.

The Executive Committee will review the Executive Director's performance in the form of a written evaluation. The Executive Director's performance shall be evaluated annually or more frequently as deemed necessary by the NALWDB's Executive Committee. The Executive Director's compensation shall be based upon demonstrated job performance and may be adjusted at any time as deemed necessary by the NALWDB.

## **Overtime**

Occasionally, an NALWDB employee may need to work more than their regular scheduled working hours. Overtime will be paid according to local and national laws. Provision has been

made for compliance with the Fair Labor Standards Act as it relates to provisions for excess of compensatory time or for payment of overtime to non-exempt employees. Any hours worked in excess of the regular work week by non-exempt employees whom are to be compensated by overtime pay must be approved in advance, in writing, by the Executive Director. The Executive Director shall have discretion in compensating exempt employees for hours worked on weekends, holidays, or for days worked in excess of 8 hours. In lieu of overtime pay, the Executive Director may reduce the hours of work during the remainder of that pay period so that the hours working during that pay period do not exceed the regular hours of work for that employee during the relevant pay period.

## **Employee Development**

The NALWDB will invest in employer professional development. Each employee is encouraged to attend additional trainings such as:

- a. Formal training sessions
- b. Employee coaching and mentoring
- c. Seats at industry conferences
- d. On-the-job training

In additional, each employee will be required to complete 10 CEU's each Program Year.

The Executive Director should regularly meet with staff member to discuss learning needs and opportunities.

## **Working Hours**

The NALWDB operates Monday through Friday between the hours of 8 a.m. and 5 p.m. with a lunch break from 12:00 p.m. to 1:00 p.m. During lunch hours, the office will be secured and not open for business. Again, some overtime will be required depending on the scope of work and deadlines that need to be met.

## **Timesheets**

All employees must record hours worked when submitting their bi-weekly timesheet. Attendance records are the NALWDB records, and care must be exercised in recording the hours worked and overtime hours.

Both exempt and non-exempt employees of the NALWDB are required to complete a bi-weekly timesheet.

## **Personnel Records**

To keep the necessary NALWDB records up to date, it is extremely important that employees notify HR of any changes in: Name and/or marital status, address and/or telephone number, number of eligible dependents, W-4 deductions and person to contact in case of emergency.

## **Attendance Policy Statement**

Employees at the NALWDB are expected to be present for work, on time, every day. Regular attendance and punctuality are important to keep your team and NALWDB operating. Arriving late, being tardy or absent, causes disruptions.

Please see Administrative Directive No. 2019-002 for further details.

## **SECURITY**

### **Internet Usage**

Our internet connection is primarily for business. Occasionally internet usage may be for personal purposes providing there is no disturbance of job responsibilities. Also, personal activities that slow down internet connection will not be allowed and the employee will be asked and expected to halt personal activities.

The NALWDB internet connection must not be used to:

- a. Download or upload obscene, offensive or illegal material.
- b. Send confidential information to unauthorized recipients.
- c. Invade another person's privacy and gain access to sensitive information.
- d. Download or upload pirated movies, music, material or software.
- e. Visit potentially dangerous websites that can compromise our network and computer's safety.
- f. Perform unauthorized or illegal actions, like hacking, fraud or buying/selling illegal goods.

### **Email**

Employees have no right of personal privacy in any matter stored in, created, received, or sent via the NALWDB e-mail system.

The NALWDB, in its discretion as owner of the e-mail, system, reserves and may exercise the right to monitor, access, retrieve, and delete any matter stored in, created, received, or sent over the e-mail system, for any reason and without the permission of any employee.

The NALWDB's policies against sexual or other harassment apply fully to the e-mail system, and any violation of those policies is grounds for discipline up to and including discharge.

Therefore, no e-mail messages should be created, sent, or received if they contain intimidating, hostile, or offensive material concerning race, color, religion, gender, sexual orientation, age, national origin, disability or any other classification protected by law.

## **Social Media**

Access to personal media accounts is permitted with that caveat that the individual must act responsibly according to NALWDB policies, and work productivity is maintained. Specifically:

- a. Discipline should be practiced to avoid getting sidetracked by the employees social platform(s).
- b. It should be made clear via a disclaimer that personal media accounts or statements thereon do not represent the Board but are of the employee's own accord and opinion.
- c. Sharing of intellectual property or confidential information is not allowed. When organization news is to be shared, contact the Executive Director before any official announcements are made.
- d. Defamatory, offensive, or derogatory content is not permissible and is in violation of the NALWDB anti-harassment policy if content is directed towards colleagues, clients, or partners.

## **Use of NALWDB Equipment**

Employees need to be mindful that all equipment which they use, or has been issued to them to perform their jobs is owned by the NALWDB.

It is the individual responsibility of all employees to:

- a. Check out all NALWDB property.
- b. Never remove property from the premises without permission.
- c. Never use property under the influence of drugs or alcohol.
- d. Ensure they have appropriate licensing, qualifications and experience to safely use company property.
- e. Care for, safeguard and maintain property and equipment.
- f. Immediately report to their supervisor, manager, HT department or compliance team, any theft, loss, tampering or misuse of company property.
- g. Keep work areas, break and staff amenity areas clean and tidy.

It is the responsibility of the employee to notify the NALWDB immediately of loss/damage/theft to the item(s), as to the occurrence and/or explanation thereto. If the item(s) have been stolen, the company also requires the employee to complete an affidavit at their nearest police station within 24 hours from the estimated time of theft and forward the original document to the NALWDB.

The NALWDB will conduct an investigation into any lost, damaged or stolen NALWDB property. Employees found grossly negligent or who have committed theft will face disciplinary action, up to immediate termination. The NALWDB may refer the matter to the police and seek reasonable recovery costs, including deductions from employee wages to replace company property.

## **TIME OFF**

If you wish to use your leave, send a request to the Executive Director within 5 days of the first date of absence. If it is approved, you are permitted to take your leave. You do not have to specify a reason for requesting this time off.

### **Annual, Sick and Personal Holiday**

Staff who have been employed one year and under receive:

- a. Four (4) hours of sick leave and four (4) hours of annual leave per pay period, beginning your first day of employment. Eight (8) hours of personal leave will be accrued each July 1<sup>st</sup>.

Staff who have been employed 1-5 years receive:

- a. Four (4) hours of sick leave and six (6) hours of annual leave per pay period. Eight (8) hours of personal leave will be accrued each July 1<sup>st</sup>. Employees will begin accruing leave at this rate upon their one-year anniversary.

Staff who have been employed for over 5 years receive:

- a. Six (6) hours of sick leave and eight (8) hours of annual leave per pay period. Eight (8) hours of personal leave will be accrued each July 1<sup>st</sup>. Employees will begin accruing leave at this rate upon their fifth-year anniversary.

### **Holidays**

NALWDB observes the following holidays:

- a. New Year's Day
- b. Martin Luther King Day
- c. President's Day
- d. Good Friday
- e. Easter Monday
- f. Memorial Day
- g. Independence Day
- h. Labor Day
- i. Columbus Day
- j. Veteran's Day
- k. Thanksgiving Day & Day After
- l. Christmas Eve, Christmas Day

If a holiday falls on a day when NALWDB does not operate, we will observe that holiday on the closest business day.

## **Bereavement**

In the unfortunate event of a death in the immediate family, a leave of absence of up to 3 days with pay will be granted. For this reason, we offer three days of paid bereavement leave. Accrued leave time may be added to increase Bereavement Leave.

For this purpose, immediate family is defined as: spouse, significant other, child, step-child, parents (including in-laws), step-parents, siblings (including in-laws), step-siblings, grandparents and grandchildren.

Employees should make the Executive Director, and in the absence of the Executive Director, the Chair, aware of their situation.

Upon returning to work, the employee must record his/her absence as a Bereavement Leave on his/her attendance record and must fill out a corresponding Leave Request Form.

## **Jury Duty**

Upon receipt of the notice to serve jury duty, the employee should immediately notify the Executive Director, and in the absence of the Executive Director, the Chair. Additionally, a copy of the notice to serve jury duty should be attached to the employee's time sheet for attendance purposes.

Upon the employee's return, the employee must notify the Executive Director and in the case of the Executive Director, the Chair, and must submit a signed Certificate of Jury Service indicating the number of days served.

The employee will receive his/her regular pay while serving on the jury. When the employee receives his/her compensation from the court, he/she will endorse the check over to the credit of the NALWDB.

## **Military Leave**

An employee in the military, if called to active duty or training, will be treated in accordance with applicable laws such as 38 USC Sections 4312 and 4316. Employees who go into military service and are away from their employment with the NALWDB must provide certain timely notices to preserve their rights to return to reemployment with the NALWDB. Employees should confer with the Judge Advocate's Office in their branch of the service in order to be informed of these rights and duties.

### **1. Eligibility**

The right to reinstatement in a civilian job applies to individuals who voluntarily or involuntarily serve in the military, or who have served in the military. All employers are required to comply with the law, regardless of size. USERRA benefits apply to the following type of uniformed service:

- a. Active duty, including Reserve and National Guard duty
- b. Active duty for training
- c. Initial active duty for training
- d. Inactive duty for training
- e. Full-time National Guard duty

## **2. Reemployment Eligibility**

When a service member returns from military leave, the guarantee of reemployment in a civilian job applies if:

- a. The employee gave the employer advanced written or verbal notice of military service or training.
- b. The employee's cumulative military leave does not exceed 5 years.
- c. The employee was discharged under honorable conditions.
- d. The employee applied for reemployment within the specified time.

### **Time Off to Vote**

The NALWDB encourages its employees to vote on Election Day. If an employee does not have sufficient time to vote outside working hours, the employee may take two (2) hours to vote.

### **FMLA – Family Medical Leave Act**

Because the NALWDB employs so few employees, the NALWDB is not subject to the Family and Medical Leave Act (FML). The Executive Director shall have authority, at his/her discretion, to allow unpaid leave that roughly approximates the leave provided for in the FMLA if he/she concludes that this is in the best interest of the NALWDB.

## **EMPLOYEE BENEFITS**

### **Board Contribution to Health, Dental, Vision Insurance**

It is the policy of the NALWDB to provide an 80% employer contribution to employee health, dental, and vision plans, (including dependents) and to reimburse employees annually for up to \$1,500 per employee for unreimbursed out of pocket costs(including employee and dependent share of health, vision, and dental premiums) from the previous state fiscal year which ends on June 30<sup>th</sup>.

### **Retirement Plan**

The NALWDB provides an IRA 401K retirement plan for full-time employees with an employer contribution of up to 10% of employee wages annually. As part of the agency annual budget

approval action, the NALWDB will designate funds available for this purpose, with the objective of fully funding the 10% employer contribution.

During the first 12 months of employment, the employer contribution is not available to the employee. Upon 12 months employment, each employee will have the employer contribution deposited to an IRA account in their name after which they may make pre-tax contributions to the account.

### **Workers' Compensation Benefits**

The NALWDB is covered under statutory state Workers' Compensation Laws. Should an employee sustain a work-related injury, you must immediately notify the Executive Director. Should the injury require the attention of a doctor, the employee can obtain a list of approved physicians by calling the NALWDB Workers' Compensation Carrier's Physician Network Referral Unit. In the case of an emergency, the employee should go to the nearest hospital emergency room for treatment and then utilize the Network Referral Unit if additional treatment is necessary.

### **Employer's Budget for Employee Fringe Benefits**

For the purpose of budgeting for Employee fringe benefits, the NALWDB shall budget a percentage of total employee wages each year. This percent shall be revisited as appropriate or at the time of initial budget development, to ascertain the need for adjustment.

## **LEAVING THE NALWDB**

### **1. Resignation**

You resign when you voluntarily inform HR that you will stop working for our organization. We also consider you resigned if you don't come to work for three (3) consecutive days without notice.

You are not obligated to give us advance notice before resigning, But for efficiency's sake, and to make sure our workplace runs smoothly, we ask that you give at least two weeks' notice if possible. If you hold a highlight specialized or executive position, we ask that you give us at least a month's notice, when possible

We accept verbal resignations but prefer that you submit a written and assigned notice of resignation for our HR records. We will reply with an acceptance of resignation letter within seven (7) days. HR will inform your manager that you are resigning if you have not already done so.

### **2. Dismissals**

The NALWDB is an "at will" employer. At will employment is a doctrine of American law that defines "at will employment as an employment relationship in which either party can break the

relationship with no liability provided there was no express contract for a definite term governing the employment relationship and the employer does not belong to a collective bargain (i.e. has not recognized a union). Under this legal doctrine any hiring is presumed to be “at will”; that is the employer is free to dismiss the individuals “for good cause or bad cause, or no cause at all”, and the employee is equally free to quit, strike or otherwise cease work.

Exceptions to the law refer to discrimination, Federal and State employment statutes and public policy.

## **Termination**

Serious misconduct by an employee may lead to discharge or dismissal.

The following are some examples of grounds for dismissal of an employee:

- a. Breach of trust or dishonesty
- b. Conviction of a felony
- c. Willful violation of an established rule or policy
- d. Falsification of NALWDB records
- e. Gross negligence
- f. Violation of the Anti-Harassment and/or Equal Employment Opportunity Policies
- g. Timesheet violations
- h. Deliberate non-performance of work
- i. Larceny or unauthorized possession of, or the use of, property belonging to any co-worker, visitor, or customer of the NALWDB.
- j. Possession of dangerous weapons on the premises
- k. Unauthorized possession, use or copying of any records that are the property of the NALWDB
- l. Excessive absenteeism or lateness
- m. Marring, defacing or other willful destruction of any supplies, equipment or property of the NALWDB
- n. Failure to call or directly contact your supervisor when you will be late or absent from work
- o. Fighting or serious breach of acceptable behavior
- p. Violation of the Alcohol or Drug Policy
- q. Theft or other dishonest behaviors
- r. Reduction in force caused by lack of funding

This list is intended to be representative of the types of activities that may result in dismissal. It is not exhaustive, and is not intended to be comprehensive. In some cases, repeated infractions of minor matters may warrant dismissal. In the event of dismissal for misconduct, all benefits end at the time of dismissal.

The NALWDB discipline process has four (4) steps of increasing severity:

- a. Verbal Warning

- b. Written Warning
- c. Formal disciplinary meeting
- d. Termination

### **Post Resignation/Termination Procedures**

The terminating employee is encouraged to take part in an optional Exit Interview. All property of NALWDB (office keys, laptops, cell phones, etc.) must be returned and an Exit Clearance Form must be completed by the exiting employee and the Executive Director before the final disbursement is made.

### **Benefits**

All benefits end on the last day of employment.

### **Final Paycheck**

Employees leaving the NALWDB must return office keys and any equipment purchased by the NALWDB before their final paycheck can be issued. This final paycheck will be mailed during the next normal pay period.