

GREAT OLD BROADS FOR WILDERNESS PERSONNEL POLICIES

As approved by Board of Directors on 9-29-18 and amended on 2-6-19

Mission Statement

Great Old Broads for Wilderness (Broads) is a national organization, led by women, that engages and inspires activism to preserve and protect wilderness and wild lands.

Equal Employment Opportunity

The officers, members, employees, and other persons served by this corporation shall be selected entirely on a nondiscriminatory basis with respect to age, race, color, religion, gender, sexual orientation, disability, or national origin. This policy shall apply to, but not be limited to, hiring, placement, job classification, transfer, demotion, recruitment, rates of pay or other compensation, selection for training and layoff, and termination.

The Executive Director (Director) and Board Chair are responsible for the enforcement of this nondiscrimination policy. Broads' employees are not eligible to serve concurrently as board members.

Personnel Responsibilities

The Director has responsibility for administering written personnel policies which have been approved by the Board of Directors. To handle situations not covered by written policies, the Executive Director may take problem solving action without Board approval, keeping the Board Chair and the Board informed of significant outcomes which may indicate the need for future development of formal policies. Changes or amendments to personnel policies may be approved by the Board of Directors at any time.

Recruitment/Hiring

Particular efforts shall be made to ensure that all employees and volunteers are notified of and encouraged to apply for available positions. A detailed job description will be available to applicants including job title and duties.

Employee Classification

Regular employees of Great Old Broads for Wilderness are employed at-will, which means that they or Broads may terminate the employment relationship at any time, with or without cause.

If you believe that you have been made any promises to the effect that your employment will continue for some definite period of time, and that you are not an at-will employee, please consult with the Executive Director immediately.

All employees are classified as either regular or temporary. Regular employees are employees hired without a specific termination date. Temporary employees are employees whose position at the time of hire is for a short-term period. Terms of employment will depend on Broads' needs, and in no case will a temporary position be construed as being a contract for a definite time. Provisions of the Fair Labor Standards Act, which establishes eligibility for minimum wages and overtime pay, shall determine whether employees are classified as either exempt or non-exempt.

Regular Full-time Employees work 40 hours per week and are eligible for all benefits.

Regular Part-time Employees work between 20 and 39 hours per week and are paid hourly; they are non-exempt. These Regular Part-time Employees are eligible to earn sick leave and Personal Time Off at a rate proportionate to the hours they work. Regular Part-time Employees who work less than 20 hours per week are not eligible for benefits; they are non-exempt.

Temporary Employees are those employees who are paid hourly under a Letter of Agreement for a specified period of time. Temporary employees are not eligible for benefits.

Job Descriptions

The Director has the authority to write job descriptions for each employee. Substantial changes will be discussed with the staff and the Broads' Board of Directors.

Employee Conduct and Responsibilities

All employees have the responsibility of ensuring that they are familiar with any laws and/or regulations that may affect the organization's work. These include, but are not limited to, laws and regulations pertaining to lobbying and political activities.

All employees are expected to carry out their assigned responsibilities with conscientious concern.

Office Hours

Office hours are from 8:00 a.m. to 5:00 p.m., Monday through Friday, with one hour allocated for lunch. Employees may arrange their working hours to suit their convenience, provided the arrangement also meets the needs of Broads and has been approved by the Director (or the Chair, in the case that the employee is the Director).

Working Hours

The minimum business week for full-time salaried employees is forty hours. However, salaried exempt employees are required to work the hours necessary to complete their assignments and responsibilities. As such they are exempt from overtime compensation. Specific hours to be worked shall be established and approved by the employee's direct supervisor.

At Great Old Broads for Wilderness all forty-hour full-time staff are salaried, not hourly employees. Some flexibility in actual schedule is expected, because of the nature of the organization's work. Salaried, full-time employees are expected to be available at additional times beyond regular office hours to meet the needs of the organization's program. Likewise, salaried full-time employees may receive approval to take additional time off for excessive time worked, in addition to accrued Personal Time Off or sick leave, if the organization's workload permits.

Employee Compensation and Payment Schedule

Employees are paid monthly on the last day of each month. Compensation is reviewed each year by the Director and Board during the annual budgeting process. All pay levels and raises, with the exception of that of the Executive Director, are to be set by the Director, and approved by the Executive Committee. The salary of the Executive Director will be determined by the Board of Directors.

All efforts will be made to implement an annual cost of living increase for all employees who have been employed by Broads for more than one year.

Professional Development

Broads is committed to providing its employees with paid time to engage in

professional development activities. Money may be available, finances permitting, for expenses associated with such activities. Requests for professional development time and money will be considered on a case-by-case basis by the Director, in consultation with the employee.

Business Trips

Each employee has a responsibility to maximize the use of his/her time when on business trips for Broads. Business trips should be announced in advance at staff meetings whenever possible, and at a minimum the Director or supervisor should be notified.

In the event an employee needs to spend one or more nights on the road, staying with friends and members, or camping is strongly encouraged.

Reimbursement of Out-of-Pocket Expenses

It is Broads' policy to reimburse its employees for business related expenses, while at the same time urging employees to keep those expenses as low as possible.

The Broads' vehicles are available for business use and such use must be reserved on the vehicle calendar. If no vehicle is available, Broads shall pay an amount that is the lesser of: 1) a mileage reimbursement rate equivalent to the federal Privately Owned Vehicle rate to employees for the use of their personal vehicles on Broads' business once approved by the employee's supervisor, with no extra reimbursement for gas purchased, or 2) rental car reimbursement plus gas. It is the employee's responsibility to estimate these costs in advance of significant travel (travel in excess of 100 miles or one day). Broads shall reimburse its employees for actual meal expenses up to \$30 per day. Receipts are to be submitted to the Operations Manager within 3 working days of return from business trip.

In special circumstances (such as longer trips), the above spending limits can be waived with the approval of the Director.

If a receipt cannot be obtained for small, miscellaneous expenses; or one has been lost, an explanatory memo must be submitted stating the nature of the expenses, amount, date, and reason there is no receipt. Please note that this procedure is used only as an exception. Failure to submit receipts according to the instructions above may result in delayed reimbursement.

Reduction in Work Force

The Broads' Board may scale back staff positions, or eliminate positions or offices altogether, if there is a fiscal exigency, a program change, or other circumstances it deems appropriate. Fiscal exigency means a significant decline in funding for the organization. Program change means an elimination, curtailment, or reorganization of organizational operations, or the consolidation of offices or programs. A program change need not be caused by a fiscal exigency.

Employees shall receive at least one-month advance notification of a possible reduction in work force. Employees on any type of leave of absence shall be subject to this reduction in workforce section.

Benefits – Employee Leaves and Absences

Personal Time Off:

Full-Time: Full-time employees receive three weeks [15 work days] paid Personal Time Off (PTO) in the first year until such time as additional leave may be granted through the performance review process. PTO is accrued at a rate of 1.25 days per month and may be taken as soon as it accrues in 1/2-day or 1-day (4 or 8 hour) increments. Up to two weeks (80 hours) of PTO may be carried over to the next year.

Part-Time: During the first year of service Regular Part-time Employees who work 20

- 39 hours per week accrue PTO at the rate of .84 days per month (a day equals the total number of hours worked per week divided by 40 hours) beginning after their three month probationary period. PTO may be taken as soon as it accrues after the three-month probationary period in 1/2-day or 1-day increments. Up to one week of PTO may be carried over to the next year.

The Executive Director or supervisor must approve PTO time requested by the staff and is responsible for scheduling the PTO time for himself/herself and the staff in a way that the administration of the organization is handled without inconvenience or delay and the staff is available to participate at events and activities as appropriate. PTO shall accrue and may be carried over from year to year, subject to the 2-week restriction, and unused PTO will have no cash value.

Compensatory Time Off:

Compensatory [comp] time off is earned when, in order to complete a required assignment, the employee must work or travel additional hours per week or on weekends, as approved by their supervisor. Time spent by a non-exempt employee is repaid to the employee in equal amounts of time off from work up to 40 hours/week. Exempt employees may be approved for compensatory time off at the maximum rate of 10 hours per 24-hour period. Travel time includes the hours of travel from the start of the trip to the destination (example: from Broads' office to Broadwalk location). If an employee feels they have worked an excessive amount of hours, additional time off may be authorized by their supervisor.

Employees are encouraged to take comp time as soon as the workload allows, at their supervisor's discretion. Comp time is given to prevent employee burn-out, and as such, it should be used within six weeks of its accrual. Comp time earned in December may be carried over into January.

The employee is responsible for keeping accurate track of comp hours and comp time off on their timesheets.

Health Leave:

Health leave is to be used in the event of illness or for other personal reasons. In the event an employee needs to use a health day, the employee must inform their supervisor or the Executive Director. Health leave shall accrue and may be carried over from year to year, but unused health leave will have no cash value.

Health leave may be donated to a pool for other employees who have a special need and have not accrued adequate sick time. Use of time available from the health leave pool shall be made upon the approval of the Executive Director (or the Board Chair in case of requested use by the Executive Director).

Full Time: Full time employees will earn six days per year of paid health leave. Up to 240 hours may be carried over from year to year.

Part Time: Part time employees will earn three days per year of paid health leave. Up to 120 hours may be carried over from year to year.

Leave Without Pay:

If a leave of absence is needed, it will be considered by the Executive Director on the basis of mutual benefit to Broads and the employee requesting it. Circumstances that would be considered for leave without pay would include such things as birth by the employee or their spouse, adoption of a child, surgery, temporary disability, long-term illness of a family

member, or a lifetime opportunity.

Paid Holidays:

Regular Full-time and Part-time Employees receive the following paid holidays: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas. If a holiday falls on a weekend, the nearest weekday shall be considered as the holiday. If the employee is unable to take the holiday off, then they may take off another day within the same month as the holiday. Part-time employees are compensated for their normal daily hours worked for holidays.

Each regular employee may take two additional "floating holidays" to be taken at the employee's discretion with approval by the Executive Director or supervisor.

Compassionate Leave:

Each full-time employee shall receive two (2) days paid compassionate leave for emergency needs/bereavement during each calendar year. Such leave may be granted for things such as automobile accidents, fires, inclement weather, travel and attendance at the funeral of a friend or immediate family member, or court appearances that cannot be deferred until a later date.

Such leave shall not accumulate from one year to another. Compassionate leave shall be granted by the Director or supervisor. Part-time employees shall receive one (1) day of paid compassionate leave during each calendar year.

An additional two (2) days of unpaid personal leave for full-time employees and one day for part-time employees may be granted under the same terms described above. Any additional time absent will be deducted from the employee's pay.

From time to time, due to unforeseen circumstances, it may be necessary for an employee to request additional compassionate leave. Such a request must be made in writing to the Director.

Leave for Witness or Jury Duty:

Broads recognizes the importance of the jury system in a democracy and the obligation of all citizens to serve as jurors under appropriate circumstances. Employees of Broads shall be excused for jury duty with no jeopardy to their employment or compensation, but the salary the employee receives from the court must be signed over to the organization. Travel expenses paid by the court will remain the property of the employee.

Broads may request the Courts for an excuse for the employee if the duty would impose a special hardship on the organization.

Family and Medical Leave:

Recognizing that Great Old Broads for Wilderness is not subject to the Federal Medical Leave Act, the Board of Directors authorizes similar benefits reflecting current statement of that law. An employee seeking such leave must provide medical qualification reports as specified in the law; all available personal leave [such as sick leave and PTO] shall be first used with a maximum total of 12 weeks of leave.

Sabbatical Leave:

Employees shall be eligible for sabbatical leave after six years of full-time employment with Great Old Broads for Wilderness. Employees may apply for a sabbatical of up to two months. This shall be a 3/4 paid sabbatical including health insurance coverage. Subsequent sabbaticals are available at the end of additional six-year periods.

Each employee must commit to returning to their pre-sabbatical job and remain at Broads for one full year after completion of the sabbatical. If the employee does not fulfill this commitment, s/he shall be required to reimburse the organization for the appropriate proportion of his/her sabbatical, subject to the discretion of the Board. Sabbatical leave or the earned opportunity for a sabbatical leave cannot under any circumstances be exchanged for any other benefits. Sabbatical leave has no transferable financial value, and Broads does not provide pay in lieu of unused sabbatical under any circumstances. No vacation, sick leave, holiday or other leave benefits will accumulate during sabbatical.

¹The sabbatical can be taken in two increments of up to one month each during the seventh year of employment, if the employee and the ED., or Executive Committee in the case of the ED, agree that this would allow for more effective coverage of the employee's responsibilities.)

Worker's Compensation

As required by statute, the organization shall carry Worker's Compensation Insurance. Should any employee be injured while at work, s/he is entitled to the benefits provided by the Worker's Compensation law. All work related injuries must be reported to the Director immediately or as soon as practicable.

Pre-Tax Savings Account:

The Board of Directors has established a SIMPLE IRA account to which regular, full-time employees may make pre-tax salary reductions in accordance with Federal regulations, to begin three months after they start employment. Great Old Broads for Wilderness shall match contributions to the plan up to the legal maximum of 3% but no less than 1% in accordance with the plan agreement and Federal regulations. Employees making less than \$5000/per annum shall not be eligible. Notifications of changes to the plan will be given to employees no later than 60 days prior to the beginning of each Plan Year (i.e. calendar year)

Grievance Procedure

The purpose of the employee appeal procedure is to provide a means for employees to resolve their work place concerns with management. All regular and temporary employees of Broads may file a grievance under this section. It is the Broads desire that procedures for handling grievances provide for prompt, fair, and equitable resolution at the lowest possible administrative level, and that the aggrieved person(s) be assured an opportunity for orderly presentation and review of complaints without reprisal. Failure by Broads to exactly follow this procedure shall not subject Broads to a breach of contract claim.

The following procedure for handling grievances shall be followed:

Step 1 - An employee is expected to consult first informally with the Executive Director regarding any action, occurrence or attitude either expressed or implied which is perceived as unfair or inequitable on the job. If a satisfactory agreement for resolution cannot be made through regular supervisory channels, the appeal may be reduced to writing, clearly specifying the inequity, and the relief requested. The appeal should be submitted to the Executive Director within five (5) regular working days from the time the first step answer was due or was given. The Director should respond in writing within five (5) days of receipt and if the Director fails to respond within this time, or if the employee finds the response unsatisfactory, or in cases where the Executive Director is the immediate supervisor, the employee may proceed to Step Two.

Step 2 - The employee may appeal to the Board Chairperson(s) in writing with a

copy to the Executive Director. If an employee files a written grievance with the Board Chairperson(s) and no resolution is reached within ten (10) working days after the grievance is received, the Board shall then set up a grievance committee composed of the Executive Committee.

Step 3 - The Executive/Grievance Committee will hear and review all evidence presented and within ten (10) working days shall respond to the grievant in writing with the final decision. In all instances, a thorough and fair investigation will take place, giving careful consideration to the rights and dignity of the people involved. The Chair will report the grievance and the result at the next regularly scheduled Board meeting. The decision of the committee is final.

No grievance shall be recognized by Broads unless it is presented per Step 1 within thirty (30) working days after the aggrieved person knew, or should have known, of the act or condition on which the grievance is based, and if not so presented, the grievance will be considered by both parties as waived.

Organizational Files

All supplies and materials if purchased by Broads shall remain the property of the Broads after resignation, discharge, or layoff of that employee. The employee may retain any personal files, but work files, work products of an employee and other papers shall remain the property of Broads.

Personnel Files

A current and confidential personnel file for each employee will be maintained by the Executive Director. Upon request and sufficient notice, the employee may inspect his/her personnel file and make copies of any documents contained therein. The personnel file shall include, but not be limited to:

- Personal information: address, telephone, etc.
- Resume that accompanied application for employment; Social security number
- Performance evaluations
- Records of frequent absences, leaves, etc.; Warning notices
- Records pertaining to grievance
- Termination evaluation and recommendations
- Any other personnel data as may be pertinent or required

No material derogatory to an employee's conduct, services, character, or personality will be placed in her/his files unless the employee has had an opportunity to view such material and affix his/her signature and the date to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee may submit a written answer, which should be dated, to such material and the reply shall be reviewed by the Director and attached to the file copy. All inquiries or requests from outside the organization for information from or contents of personnel files regarding current or former employees must be submitted in writing. Each request for information from or contents of personnel files, other than salary information or verification of dates of employment, must be accompanied by a signed statement of release by the employee.

Consensual Relationships in the Workplace

Should a personal relationship exist, the relationship shall be purely voluntary and consensual. Any private or personal relationship must not have a negative impact on our work. Professionalism is imperative and any displays of flirting, touching, affection or resentment might create a hostile work environment for others or might make other uncomfortable. It is agreed that Broads Staff should act professionally at all times, even if a close personal relationship has ended. And, if a relationship

ends, Broads' Staff should inform Great Old Broads Management if it is necessary to protect individual rights under the Sexual Harassment Policy. It is Great Old Broads' Policy that supervisors should not enter into an intimate or sexual relationship with supervisees because such relationships cause an inherent conflict of interest. Should a supervisor enter into a consensual relationship with a direct report, the relationship must be reported to management immediately and supervision of that employee will necessarily be removed.

Harassment Policy

It is Broads' belief that our employees are the primary means by which our goals and objectives will be met. To that end, the rights of all employees must be respected. All employees of Broads must understand its position on harassment. By definition, harassment is any unwanted attention or action prohibited by law by someone in the workplace that creates an intimidating, hostile, or offensive work environment, including sexual harassment. The procedure for reporting and dealing with this very sensitive issue is as follows:

- If a person's behavior makes an employee uncomfortable, the employee should feel free to immediately advise the person that, in the employee's opinion, the behavior is inappropriate and that the employee would like it stopped.
- If the employee is not comfortable discussing the issue with the person, or if the person fails to respect an employee's request, the employee should report the incident to his or her supervisor. If, for whatever reason, the employee does not feel that the supervisor is a suitable person to whom to report the incident, the employee should contact the Executive Director or, if appropriate, the Board Chair.

In all instances, a prompt, thorough and, fair investigation will take place, giving careful consideration to protect the rights and dignity of all people involved. Broads will take those steps it feels necessary to resolve the problem, which may include verbal or written reprimand, suspension or termination.

No retaliation or any kind will occur because an employee has in good faith reported an incident of suspected harassment. The supervisor, or other person to whom the complaint was made, will work to establish mutually agreed upon safeguards against retaliation while attempting to mediate any sexual harassment complaint.

Employee Hiring and Probationary Period

The Executive Director has the responsibility of interviewing and the authority to hire employees. However, the hiring process is generally conducted in a highly participatory manner with the involvement of other staff.

The Board of Directors shall be responsible for hiring the Executive Director.

Each new employee is subject to a three-month probationary period beginning on the day s/he begins work. All benefits except SIMPLE IRA will commence with the employment. A three-month evaluation will be completed at the end of this period. For part-time employees, no benefits (PTO, sick leave) beyond paid Holidays will be awarded during this time. Unsatisfactory employees may be terminated at any time during the probationary period.

Performance, Planning, and Evaluation

Each performance review should be a positive and interactive process whereby both Broads and the individual being reviewed receive information about his or her success in meeting the responsibilities of the job, and Broads can learn about its strengths and weaknesses as an employer of that employee. Each employee's performance will be evaluated by the employee's direct supervisor at the end of their three month probationary period, and then on a yearly basis corresponding to their date of employment. The

evaluations will be coordinated by the supervisor with the input of other staff and Board members. It is the sole responsibility of the Executive Director to hire, supervise, evaluate, and terminate all employees, unless this responsibility is delegated by the Executive Director.

Evaluations shall be made on both the completion of planned specific work appropriate to the employee's job description and the level of work skills that the employee uses in the process. Work skills include both work process [ability to organize, timely completion of work, effectiveness of results] and interpersonal skills [teamwork with staff, relations to Board and other organization leaders, ability to deal with stress]. The performance evaluation should identify strengths as well as actions that would enable the employee to perform at a more successful or an outstanding standard and would become a component in the following year's evaluation.

The Board Chair and the Executive Committee shall be responsible for coordinating the Executive Director's evaluation at the end of her/his three-month probationary period, and then on a yearly basis corresponding to her/his date of employment. As with other employee evaluations, the basis will encompass achieving annual organization goals and demonstrating executive work skills such as relations with Board of Directors; with staff; with public, governmental authorities, and media; and management of the organization.

The Executive Director shall be evaluated by a committee of at least 2 but preferably 3 board members on an annual basis. The evaluation may include: 1) Completion by the Executive Director of a confidential self-evaluation questionnaire submitted in writing to the evaluation committee, 2) Completion of a voluntary and confidential performance evaluation questionnaire by staff members of the Executive Director, submitted in writing to the evaluation committee and 3) An interview of the Executive Director by the Evaluation Committee to discuss the Executive Director's self-evaluation and generalized concerns and complements expressed in the staff evaluations. The committee will meet with the Executive Director to discuss the evaluation and goals for the upcoming year.

Although all evaluations shall be kept confidential, any concerns that necessitate discussion with the entire Board shall be permissible in general terms, retaining individual confidentiality, unless a staff member waives confidentiality. All evaluations shall be submitted in hard copy or via email. One copy of each evaluation shall be maintained in a file by a member of the Evaluation Committee. All other copies shall be destroyed and all names shall be removed from staff evaluations.

A general list of concerns and praises shall be presented by the Committee to the Executive Director for her/his review as part of the interview process. Any concerns raised by staff requiring further action shall be dealt with at the time the concern is raised. Possible means of addressing concerns shall include further discussion with staff member who raised concerns, discussion with the Executive Director, implementation of additional Executive Director and staff training in such areas as fund raising, personnel policies, staff development, team-building, mediation or other. The evaluation process shall occur at a regular time each year and shall be completed in as timely a manner as possible.

Dismissal of Employees / Final Payment

The Executive Director has the authority and responsibility to dismiss employees. Colorado is an "employment at-will" state. The Director has the right to dismiss an employee at any time with or without cause. Any other provisions of these personnel policies notwithstanding, an employee has the right to resign at any time.

After the three-month probationary period, the Director will strive to implement the following procedure before dismissing an employee.

1. The Director shall give one or more verbal warnings to the employee either during performance evaluations or at special meetings.

2. All verbal warnings shall be followed up with written warnings to the employee. Employees will be asked to sign the warning with the express understanding that such signature in no way indicates agreement with the contents thereof.
3. The employee shall be given a reasonable time period in which to improve (anywhere from two weeks to three months) depending on the type of job and seriousness of the problem(s).
4. The Director will ask a third party to review all aspects of the case before a decision is actually made to dismiss an employee.

When an employee resigns voluntarily, the final paycheck will be paid on his/her regular payday. Otherwise, the final paycheck will be issued on his/her last day of employment.

All employee dismissals or resignations shall be communicated to the Board Chair(s) within seven (7) working days of the dismissal or resignation.

Upon termination of the employment relationship, the employee will be paid any wages earned but not yet paid.

The employee will not be paid for earned but unused health leave or other paid leave.

Job References

It is Broads' policy when asked for employee references to confirm an employee's dates of employment and position title. No inference shall be drawn either positively or negatively with respect to the employee's job performance. Upon the written request of an employee, the Director will provide additional references.

Policy Approval

These policies were updated and approved by the Board of Directors for Great Old Broads for Wilderness on September 29, 2018.

Employee Acknowledgement

I have received a copy of Great Old Broads for Wilderness Personnel Policies, have reviewed it and had the opportunity to ask my supervisor questions about it. I understand the policies described and agree to abide by them.

I understand that these Policies do not represent a contract of employment, but rather serves as a guideline.

I acknowledge that no representative of Great Old Broads for Wilderness 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 Great Old Broads for Wilderness, I am employed at will, meaning that either Broads or I may terminate my employment at any time, with or without cause.

I understand that this Personnel Policy, and the policies and benefits described in it, may be changed from time to time, with or without advance notice, in Great Old Broad for Wilderness' discretion.

Employee signature _____

Date _____