

**WARRIORS AND QUIET WATERS FOUNDATION, INC.**  
Personnel Policy & Employee Handbook

**ACKNOWLEDGMENT OF RECEIPT AND ACCEPTANCE**

I hereby acknowledge receipt of the Warriors and Quiet Waters Foundation, Inc. ("WQW") Personnel Policy & Employee Handbook. I understand that it is my continuing responsibility to read and know its contents. I also understand and agree that the Personnel Policy & Employee Handbook is not an employment contract for any specific period of employment or for continuing or long-term employment. Therefore, I acknowledge and understand that unless I have a written employment agreement with WQW that provides otherwise, I have the right to resign from my employment with WQW at any time with or without notice and with or without cause and that WQW reserves the right to terminate my employment for any lawful reason, pursuant to Montana law.

I have read, understand and agree to all of the above. I have also read and understand WQW Personnel Policy & Employee Handbook. I agree to return the Personnel Policy & Employee Handbook upon termination of my employment.

Signature \_\_\_\_\_

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

Date \_\_\_\_\_

**CONFIDENTIALITY POLICY**

Any information that an employee learns about WQW, or its programs, services, clients, or donors, as a result of working for WQW that is not otherwise publicly available constitutes confidential information. Employees may not disclose confidential information to anyone who is not employed by WQW or to other persons employed by WQW who do not need to know such information to assist in rendering services.

The disclosure, distribution, electronic transmission or copying of WQW's confidential information is prohibited. Any employee who discloses confidential WQW information will be subject to disciplinary action (including possible separation), even if he or she does not actually benefit from the disclosure of such information.

I understand the above policy and pledge not to disclose confidential information.

Signature \_\_\_\_\_

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

Date \_\_\_\_\_

Please sign and return to the Executive Director

## PERSONNEL POLICY & EMPLOYEE HANDBOOK

### ARTICLE I – MISSION & PURPOSE

**Section 1.0 – Mission.** Warriors and Quiet Waters Foundation, Inc. (“WQW”) is a 501(c)(3) tax-exempt Montana corporation whose mission is to ““through the experience of fly fishing in Montana, WQW is a catalyst for positive change in the lives of post-9/11 combat veterans.”

**Section 1.1 – Purpose.** The WQW Personnel Policy & Employee Handbook is intended to: 1) provide general guidelines about policies and procedures for WQW employees, and 2) familiarize WQW employees with some of the privileges and obligations of employment.

**Section 1.2 – Limitation.** The policies or guidelines in this Handbook are not intended to give rise to contractual rights or obligations and shall not be construed as a guarantee of employment for any specific period of time, or any specific type of work.

**Section 1.3 – Authority to Establish, Modify.** The guidelines and policies set forth in this Handbook are established by the WQW Board of Directors and may be amended, modified, or revoked by WQW at any time, without advance notice.

**Section 1.4 – Authority to Administer.** The WQW Board of Directors has delegated authority and responsibility for the administration of the guidelines and policies stated herein to the Executive Director who, in turn, may delegate authority for administering specific policies. All questions relating to this Handbook shall be directed to the Executive Director.

### ARTICLE II – GENERAL EXPECTATIONS, PROCEDURES

**Section 2.0 – General Expectations.** WQW employees are often the first and primary point of contact for the general public and the individuals WQW serves. Therefore, it is imperative that all WQW employees shall: uphold the highest standards of personal and professional ethics and behavior; abide by the provisions of this Handbook and all applicable WQW policies and procedures; and display good judgment, consideration, professionalism, diplomacy, and courtesy in their professional relationships with members of WQW’s Board of Directors, committees, clients, staff, and the general public.

**Section 2.1 – Procedures.** WQW will provide each individual a copy of this Handbook upon employment. Employees shall acknowledge receipt by signing and returning the acknowledgement page in a timely manner.

### ARTICLE III – EMPLOYMENT POLICIES

**Section 3.0 – Equal Employment Opportunity.** WQW is committed to equal employment opportunity. WQW shall abide by all laws pertaining to fair employment practices and to not discriminate against any employee or applicant for employment in a manner that violates the law and shall not discriminate on the basis of any status or characteristic that is protected under federal, state or local law applicable at the time of decision. This policy governs all areas of employment, including hiring, promotion, job assignments, compensation administration and benefits, disciplinary action, and discharge.

Reasonable accommodations will be available to all qualified disabled employees, upon request, so long as the potential accommodation does not create an undue hardship on WQW. Employees who believe that they may require an accommodation should discuss these needs with the Executive Director.

**Section 3.1 – Workplace Harassment Prohibited.** WQW is proud of its professional work environment and will take necessary steps to ensure that the work environment remains pleasant for all and free from harassment. Accordingly, WQW prohibits unlawful harassment, sexual harassment, and other unprofessional and discourteous actions of or by any employee or any other individual who has a relationship with WQW that enables WQW to exercise some control over the individual's conduct in places and activities that relate to WQW's work (e.g. directors, officers, contractors, vendors, volunteers, etc.). This policy applies to all work-related settings and activities, whether inside or outside the workplace, and includes business trips and business-related social events.

This policy specifically prohibits the following:

- Repeated or particularly offensive sexual innuendoes; racial, ethnic, religious, age, sexual orientation, or sexual epithets; derogatory slurs; off-color jokes; propositions; threats; or suggestive or insulting sounds (whether verbal, written, electronic, or other delivery form);
- Derogatory posters, cartoons, or drawings; suggestive objects or pictures; graphic commentaries; leering or obscene gestures; displaying or forwarding sexually explicit or pornographic material through e-mail or the Internet;
- Unwanted physical contact including touching, interference with an individual's normal work movement or assault; and
- Making or threatening reprisals as a result of a negative response to harassment;
- Sexual harassment, as defined in Section 3.1.1; and
- Participating in or attributing to other forms of Discriminatory Harassment, as defined in Section 3.1.2.

Violations of this policy can occur in verbal, written, or physical form or when an individual uses WQW property (e.g. telephones, copy machines, facsimile machines, computers, and computer applications such as e-mail and Internet access) to engage in conduct prohibited by this policy.

**3.1.1 Sexual Harassment.** Unless otherwise defined by applicable law, Sexual Harassment includes sexual advances or requests for sexual favors or other physical or verbal conduct of a sexual nature, when:

- submission to such conduct is made an express or implicit condition of employment;
- submission to or rejection of such conduct is used as a basis for employment decisions affecting the individual who submits to or rejects such conduct; or
- such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile, humiliating, or offensive working environment.

Depending on the circumstances, the following conduct may constitute sexual harassment:

- use of sexual epithets, jokes, written or oral references to sexual conduct, gossip regarding one's sex life;
- sexually oriented comment on an individual's body, comment about an individual's sexual activity, deficiencies, or prowess;
- displaying sexually suggestive objects, pictures, cartoons;
- unwelcome leering, whistling, deliberate brushing against the body in a suggestive manner;
- sexual gestures or sexually suggestive comments;
- inquiries into one's sexual experiences; or
- discussion of one's sexual activities.

While such behavior, depending on the circumstances, may not be severe or pervasive enough to create a sexually hostile work environment, it can nonetheless make co-workers uncomfortable. Accordingly, such behavior is inappropriate and may result in disciplinary action regardless of whether it is unlawful.

**3.1.2 Discriminatory Harassment.** WQW defines Discriminatory Harassment as verbal, written, or physical conduct that denigrates or shows hostility or aversion toward an individual because of his or her race, color, gender, religion, sexual orientation, age, national origin, disability, or other protected characteristic or status (or that of the individual's relatives, friends, or associates) that:

- has the purpose or effect of creating an intimidating, hostile, humiliating, or offensive working environment;
- has the purpose or effect of unreasonably interfering with an individual's work performance; or
- otherwise adversely affects an individual's employment opportunities.

Depending on the circumstances, the following conduct may constitute discriminatory harassment:

- epithets, slurs, negative stereotyping, jokes, or threatening, intimidating, or hostile acts that relate to race, color, gender, religion, sexual orientation, age, national origin, or disability;
- written or graphic material that denigrates or shows hostility toward an individual or group because of race, color, gender, religion, sexual orientation, age, national origin, or disability and that is circulated in the workplace, or placed anywhere in WQW's premises such as on an employee's desk or workspace or on WQW's equipment or bulletin boards; and
- other conduct that falls within the definition of Discriminatory Harassment set forth herein.

**Section 3.2 – Reporting.** Individuals who experience or witness harassment and/or sexual harassment, whether actual harassment or possible harassment, or who have reason to believe a violation of this Handbook has occurred (whether by another employee, Board member, WQW client or vendor, or other) should immediately report the incident to his/her immediate supervisor or to the Executive Director so that swift and appropriate action can be taken. In the case where the allegation is against the Executive Director, notification shall be to the Board Chair. Per WQW's Whistleblower Policy, WQW will promptly investigate all reports as discreetly and confidentially as practicable to conduct a thorough investigation.

**Section 3.3 – No Retaliation.** It is unlawful and expressly against WQW policy (see Whistleblower Policy) to retaliate against an employee for reporting a violation of WQW policy, making a complaint of harassment or sexual harassment, or for cooperating with an investigation of said report or complaint.

**Section 3.4 – Use of WQW Property, Email, Expectation of Privacy.** WQW property (e.g. supplies, telephones, copy machines, facsimile machines, computers, and computer applications such as e-mail and Internet access, etc.) is owned by WQW. Therefore, employees shall have no expectation of privacy in their use of WQW property. Use of WQW property for non-WQW purposes or to create, receive, distribute, store, or otherwise engage in conduct that is profane, pornographic, or otherwise inappropriate is strictly prohibited.

#### **ARTICLE IV – EMPLOYMENT CLASSIFICATION, COMPENSATION, BENEFITS & LEAVE**

**Section 4.0 – Employee Classifications; Probationary Period.** WQW classifies employees as follows:

- (a) Regular Full-time – an employee designated to work at full-time status (an average of 40+ hours per week);
- (b) Regular Part-time – an employee designated to work less than full-time (less than 40 hours per week); or

- (c) Temporary – an employee hired for a specific period of time or for the completion of a specific project; a temporary employee may be part-time or full-time and is not eligible for WQW benefits except as required by state or federal laws.

Additionally, employees are further classified in accordance with the Fair Labor Standards Act (“FLSA”) and other applicable federal and state law and regulations:

- (a) Exempt Employee – an executive, administrative, and professional employee whose duties and responsibilities allow them to be “exempt” from overtime pay provisions as provided by FLSA and any applicable state laws; or
- (b) Non-exempt Employee – an employee who is not executive, administrative, or professional employees according to the FLSA and who are eligible for overtime according to the overtime policy.

Regardless of classification, all employees are in a probationary period for six (6) months from their date of hire. The probationary period allows the employee to become familiar with WQW and the tasks and responsibilities of employment and provides WQW the opportunity to evaluate the employee’s skills and ability to perform the responsibilities. Probationary employees may be terminated with or without cause, subject to applicable laws and regulations. At the discretion of the Executive Director, the probationary period of any employee may be extended.

Each employee is notified at the time of hire of his or her specific compensation category and exempt or non-exempt status. Questions relating to employee classification should be directed to the Executive Director.

**Section 4.1 – Compensation & Benefits, Generally.** WQW strives to provide a competitive compensation package to all employees, as well as a benefits package to all eligible full-time employees and those part-time employees (collectively, “Eligible Employees”) whose positions are designated for 20+ hours of work per week. The outline of available benefits is provided with the understanding that benefit plans may change from time to time.

**Section 4.2 – Compensation.** Compensation shall be decided on a position-by-position basis based upon the position’s responsibilities and duties, market equivalents, and WQW’s ability to financially support the position for its anticipated duration. Additional compensation factors include, but are not limited to, an employee’s job-related skills and experience, merit, tenure, and other considerations not otherwise prohibited by law.

**Section 4.3 – Payroll; Timesheets.** WQW processes and distributes payroll on a twice monthly basis via direct deposit. Timesheets must be completed by hourly employees and are due to the Office Manager, or other appointed payroll processor, no later than two (2) days following the close of each pay period. Hourly staff receives payroll for the preceding pay period. All salary deductions are itemized and presented to employees with the

paycheck. Tampering with, altering, or falsifying time records, or recording time on another employee's timesheet may result in disciplinary action up to and including termination of employment.

#### **Section 4.4 – Workweek; Overtime.**

**4.4.1 Workweek.** For compensation purposes for non-exempt employees, WQW's workweek begins on Monday at 12:00 a.m. and ends on Sunday at 11:59 p.m. Subject to WQW's work assignments and Executive Director approval, the employee's supervisor shall determine the hours of employment that best suits the needs of the work to be done by the individual employee.

**4.4.2 Overtime.** Only those employees classified as "non-exempt" are eligible for overtime. All overtime must be authorized in advance in writing by the employee's supervisor or the Executive Director. Non-exempt employees who perform authorized overtime shall be paid one and one-half (1.5) times his/her regular hourly wage for time worked in excess of forty (40) hours per workweek. Paid leave of any type (except holiday pay) shall not be counted in calculating eligibility for overtime. Unauthorized overtime is prohibited and is considered a violation of WQW policy that may result in disciplinary action up to and including termination of employment.

**4.4.3 Work/Life Balance –** WQW is committed to encouraging a positive work/life balance for WQW employees, while simultaneously ensuring that the work of WQW and WQW's success remains of paramount importance. Any employee experiencing a work/life imbalance is encouraged to openly and freely discuss the demands and responsibilities of his/her position with the Executive Director. The Executive Director, in his/her sole discretion, shall have the authority to take any lawful action (or no action at all) deemed necessary to rectify the imbalance. However, pursuant to Montana law, compensatory time is not allowed for non-exempt employees.

**Section 4.5 – Additional Benefits.** Additional benefits offered to Eligible Employees include:

- Health Insurance – WQW provides health/medical insurance according to applicable law beginning the first of the month following thirty (30) days after the start date of an Eligible Employee.
- Social Security, Medicare – WQW participates in the provisions of the Social Security, Medicare and Medicaid programs; employee's contributions are deducted from each paycheck and WQW contributes at the applicable wage base as established by federal law.
- Workers Compensation Insurance – employees are covered for benefits under the Workers' Compensation Law. Absences for which worker compensation benefits are provided are not charged against the employee's Paid Time Off balance (Section 4.7.1). Any accident that occurs on the job must be reported to

- the employee's supervisor within thirty (30) days of the accident, even if there are no injuries apparent at the time. The supervisor will then inform the Office Manager who will refer the employee and supervisor to the Montana Department of Labor and Industry's website for claims and forms.
- Unemployment Insurance – WQW participates in the Montana unemployment program
  - Life Insurance – WQW provides basic life insurance according to applicable law beginning the first of the month following ninety (90) days after the start date of an Eligible Employee.
  - Simple IRA – WQW matches up to 3% of an Eligible Employee's salary beginning the first of the month following ninety (90) days after the start date of an Eligible Employee.

**Section 4.6 – Continuation of Benefits.** Following the voluntary or involuntary termination of employment, continuation of health insurance benefits will be solely at the terminated employee's expense and only if permitted by applicable policies and statutes, unless otherwise required by law.

**Section 4.7 – Leave.** WQW provides Eligible Employees with the leave benefits listed below. In all instances, when approved leave has been exhausted, the Eligible Employee may request additional leave. Approval of additional leave is at the discretion of the Executive Director.

**4.7.1 Personal Time Off.** Personal time off ("PTO") is provided instead of, and in replacement of, separate and distinct traditional leave categories of vacation, sick, and bereavement leave.

(a) **PTO accrual** – Director-level Eligible Employees and Eligible Employees of five-years or longer are provided with 13.33 paid hours of PTO per month, based on full-time equivalency (1.0 FTE). Other Eligible Employees are provided with ten (10) paid hours of PTO per month, based upon full-time equivalency (1.0 FTE). Part-time Eligible Employees receive PTO in an amount proportionate to the position appointment. For example, a part-time Eligible Employee with a 0.5 FTE (20 hours per week) receives five (5) hours of PTO each month. Accumulation of PTO begins ninety (90) days following the start date of an Eligible Employee.

(a) **Accumulated PTO**– Accrued, but unused, PTO may be carried forward from annual anniversary date to annual anniversary date until a maximum of 120 hours (15 days, based on regularly scheduled hours) have been accumulated. Once the accumulated PTO balance reaches this maximum, accrual stops but will resume when the accumulated PTO balance falls below the maximum level.

(b) **Scheduling PTO** – Use of PTO requires the prior approval of the employee’s immediate supervisor or the Executive Director. The Executive Director shall schedule his/her leave with the Board. Where the need for PTO is unforeseen (i.e. illness, etc.), the employee must notify the WQW Office Manager or his/her immediate supervisor prior to the start of the scheduled work day to be missed.

(c) **Payout at Separation** – Upon separation from service, either voluntary or involuntary, accrued but unused PTO shall be paid out according to the provisions of Section 6.4.

**4.7.2 Holidays.** Holiday benefits are provided as follows: (1) Full-time employees receive one (1) paid day off for each full day of holiday time; (2) Part-time employees receive holiday time that is pro-rated in accordance with the hours regularly worked by the employee; (3) Temporary employees are not eligible for holiday leave benefits. The following holidays are observed with paid holiday time:

- New Year’s Day
- Martin Luther King Day
- President’s Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans’ Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

If Independence Day, Christmas Day, or New Year's Day falls on Saturday or Sunday, the Executive Director will designate the work day that will replace the weekend holiday.

Employees wishing to take religious holidays may substitute said religious holiday for one of those listed above with advance written, approval from their immediate supervisor or the Executive Director. Such approval shall not be unreasonably withheld.

**4.7.3 Extended Personal Leave.** The Executive Director, in his/her sole discretion, may grant extended personal leave under extenuating circumstances. If granted, the terms of extended personal leave shall be in writing and shall be signed by the Executive Director and the employee, or the employee’s legal representative. Unless stated otherwise extended personal leave shall be unpaid.

**4.7.4 Jury Duty.** For time served on jury duty, WQW will pay employees the difference between his or her salary and any amount paid by the government for said jury duty, unless prohibited by law, up to a maximum of ten (10) days and upon

proof of service by the employee. If an employee is required to serve more than ten (10) days of jury duty, WQW will provide the employee with unpaid leave.

**4.7.5 Military Leave.** Employees will be granted a leave of absence for duty in the National Guard or reserve armed forces. During such leave, employee compensation will be reduced by the amount of military pay received. Employees on military leave will continue to accumulate benefits during the leave period.

**Section 4.8 – Unexcused Absences, Job Abandonment.** An employee shall be deemed to have voluntarily resigned if he/she fails to report to work for three (3) consecutive work days without notice and proper approval or if he/she fails to report to work after an approved leave of absence. Moreover, failure to report to work for three (3) consecutive work days without notice and required authorization shall constitute job abandonment.

**Section 4.9 – Reimbursement of Expenses.** Employees shall be reimbursed for reasonable and necessary expenses incurred in carrying out job responsibilities and assigned duties. Only those expenses that are deemed to be legitimate business expenses will be reimbursed. Sample legitimate business expenses include, but are not limited to, work-related supplies, business calls, and other WQW-related expenses not otherwise related to travel, lodging, or meals. Sample expenses that are not legitimate business expenses include but are limited to, medication, toiletries, and clothing.

**4.9.1 Travel, Lodging, Meals.** Reimbursements for travel, lodging, and meals shall be limited to the lesser of the actual cost or the applicable rates set by the U.S. General Services Administration (“GSA”) unless otherwise specified herein. The following expense-specific provisions apply:

- **Travel:**
  - Employees are responsible for transportation costs between the office and home during normal work hours.
  - Reimbursable travel expenses include only those legitimate business expenses incurred while traveling in connection with WQW business.
  - Expenses incurred during periods of paid time off while in a travel status are not allowable.
  - Expenses incurred during a weekend shall be reimbursed only if a weekend stay is required during a work-related trip.
- **Transportation:**
  - Employees shall make every effort to travel in the most cost-effective manner possible in light of the specific travel needs.
  - Transportation expenses (i.e. airfare, train, bus, etc.) that are documented by a paid receipt showing origination and destination information will be reimbursed. Fares above the economy class fare require the prior, written approval of the Executive Director.

- Local transportation including taxi, ground shuttles, subway, parking and the like will also be reimbursed when documented with a paid receipt. Tips without a receipt will not be reimbursed.
- Vehicle travel shall be in WQW-owned vehicles or rental vehicles (from an approved auto rental agency) for round trips over 100 miles. Reimbursable expenses include out-of-pocket costs for fuel and rental fees based upon original receipts. On occasion an employee's personal auto may be used in lieu of a rental vehicle for trips over 100 miles. This must be pre-approved by the Executive Director. If personal auto is used in lieu of rental vehicle, the reimbursement will be the market daily rate of a standard rental car agreement. Gas will not be reimbursed without approval.
- Travel via personal vehicle shall be reimbursed at the Federal mileage rate for trips fewer than 100 miles. A personal vehicle may only be used if the vehicle is properly insured and is operated by a properly licensed driver with legal right to operate the vehicle.
- **Meals:**
  - Employee meals during travel (from departure to return) shall be reimbursed at the lesser of the actual out-of-pocket cost or the applicable GSA meal rate, except where meals are covered in conference or workshop fees. Expenses for alcoholic beverages will not be reimbursed.
  - Other meals (e.g. donor cultivation, volunteer appreciation, etc.) that are approved as to purpose, regardless of whether they take place during travel, shall be reimbursed at the actual out-of-pocket expense.
- **Lodging:**
  - Lodging expenses will be reimbursed at the actual out-of-pocket expense, including applicable fees and taxes. Lodging expenses greater than the applicable GSA rate requires the prior, written approval of the Executive Director. Expenses that are not directly related to lodging (i.e. pay-per-view, hospitality charges, etc.) shall not be reimbursed. Room service charges shall be subject to the provisions for Meal expenses.
  - The original, paid receipt from the lodging establishment must be submitted for reimbursement. Credit card statements are not sufficient proof of expenses.
  - Employees are expected to seek the most cost-effective lodging option available, while balancing the need for safety and location. Employees should always ask for the lowest available rate and/or a non-profit rate.

**4.9.2 Requesting Reimbursements; Process; Timeframe.** Requests for reimbursement must be submitted by the requesting employee via the Expense Report Form for approval by the Executive Director, or the person who most immediately supervises the work engaged in during the travel for which reimbursement is requested. All requests must include all necessary original receipts (as defined above) to validate the purchase and expense. All

reimbursement requests must be turned in within one (1) month after incurring the expense. Failure to submit reimbursement requests within this timeframe forfeits the employee's right to reimbursement.

**4.9.3 Repayment of Reimbursed Expenses.** Any expense that is reimbursed that is later found to not have been used in accordance with this policy shall be immediately repaid to WQW by the employee who received said reimbursement.

**Section 4.10 – Business Credit Card Expenses.** The same limits set forth in Section 4.9 and its subsections including, but not limited to, applicable GSA rates, shall also apply to business-related expenses paid for via WQW-issued credit cards. All purchases made via WQW-issued credit card shall be substantiated by a paid receipt showing the vendor, date of purchase, and purchase price. Receipts for transportation-related expenses should include origination and destination information, as well as dates of travel.

**Section 4.11 – Stipend for Personal Cell Phone Use.** WQW does not typically provide employees with cell phones. Employees are expected to use their personal cell phones for some WQW related business therefore employees will receive a monthly stipend to help cover their cell phone expenses.

**Section 4.12 – Cash Advances.** WQW does not issue cash advances to employees under any circumstances.

## **ARTICLE V – SELECTION, PERFORMANCE, EVALUATION & PROFESSIONAL DEVELOPMENT**

**Section 5.0 – Selection; No Nepotism.** Employees are selected on the basis of work history, professional and other skills, knowledge, judgment, education, experience, character, motivation, and other work-related individual qualities demonstrated in written applications and interviews. WQW strives to recruit and hire the best possible candidates for each position. In the event that the best possible candidate is a relative of a current staff or Board member, his or her candidacy must be fully disclosed to the Board and any subsequent offer of employment must be approved by the Board.

**Section 5.1 – Performance, Evaluation.** The work of each employee is reviewed on an ongoing basis with the employee's immediate supervisor to provide a systematic means of evaluating performance, an opportunity for the employee and supervisor to share ideas and set goals that align with WQW's needs for the upcoming year.

Annual performance evaluations shall be written and shall clearly express the stated goals and objectives for the coming year, measures of success, and achievement milestones. Annual performance evaluations shall be signed by both the employee and the supervisor and shall be available for review by the Executive Director.

The Executive Director is responsible for reviewing the work of all supervisors. Work reviews for other staff are the responsibility of the appropriate supervisor, subject to confirmation by the Executive Director. The work of the Executive Director shall be reviewed on an annual basis by a Board-appointed committee.

**Section 5.2 – Professional Development.** WQW is committed to the professional development of all employees. As funds allow, WQW will assist employees in attending non-mandatory workshops, seminars, trainings, and classes that enhance and expand an employee’s skills and knowledge in ways that benefit WQW. It is incumbent upon individual employees to identify training needs and learning opportunities. Training requests shall be submitted to the immediate supervisor for consideration on a case-by-case basis. Funds available for professional development are determined on an annual basis.

## **ARTICE VI – DISCIPLINE, SEPARATION OF SERVICE**

**Section 6.0 – Discipline.** Violations of this Handbook, as well as any other WQW policy or procedure, shall result in discipline commensurate with the violation. Possible disciplinary measures include, but are not limited to, verbal warnings, written warnings, suspension with pay, suspension without pay, and termination of employment. WQW reserves the right to utilize any other form of employee discipline not prohibited by law.

**Section 6.1 – Separation of Service, Generally.** Employment of an individual may be terminated by resignation, discharge, retirement, or a need to reduce the work force. Discharge can be for any reason not prohibited by law. Employees are free to resign at any time, and WQW reserves the right to terminate employment for any lawful reason including, but not limited to, a violation of the provisions set forth in this Handbook.

**Section 6.2 – Voluntary Termination.** Employees may choose to voluntarily terminate their employment at any time through resignation or retirement. Those voluntarily terminating after completing the Probationary Period are encouraged to give sufficient notice to allow for an orderly and responsible transition (generally two (2) weeks for non-exempt employees and four (4) weeks for exempt employees).

**Section 6.3 – Involuntary Termination.** After an employee has completed the Probationary Period, an employee may not be involuntarily discharged, expressly or “constructively,” except for good cause and in accordance with Montana law. “Good cause” includes, but may not be limited to, reasonable job-related grounds for dismissal based on a failure to satisfactorily perform job duties, disruption of the employer’s operation, or other legitimate business reason.

**Section 6.4 – Compensation Upon Termination.** Employees who are terminated (voluntarily or involuntarily) shall be compensated at their applicable rate of pay through the end of the last day of employment and shall be paid for seventy-five percent (75%) of

the balance of any accrued but unused PTO (see Section 4.7.1) at the current rate of pay. Severance pay shall not be required.

**Section 6.5 – Temporary Employees; Effect of Probationary Period.** Sections 6.2, 6.3, and 6.4 shall not apply to temporary employees or to employees who have not yet completed the Probationary Period. Employees who are terminated within the initial probationary period are not entitled to compensation for personal leave credits and will receive compensation only to his or her last day of employment. Temporary employees may be terminated without advance notice.

**Section 6.6 – WQW Property; Return of Property Upon Request or Termination.** Employees are responsible for WQW property, equipment, materials, and/or work product that is issued to them, under their care or control, in their use, or produced by them in the course of their work.

Upon the request of the Executive Director or upon termination (voluntary or involuntary), an employee shall promptly return any and all WQW property, equipment, materials, or work product. This includes, but may not be limited to:

- Office/building keys and security passes/codes
- Credit/Debit cards
- Name badges and identification badges
- Computers, computer storage devices (e.g. disks, flash drives, external hard drives, etc.)
- Electronic access codes (e.g. account passwords, voice mail code, etc.)
- Intellectual property (e.g., written materials, work products)
- Telephone cards
- Office supplies (e.g. business stationary, business cards)
- Materials and/or supplies purchased with WQW funds
- Materials carrying the WQW logo or identifying mark that indicate or otherwise imply employment with WQW

To the extent permitted by law, failure to return WQW property, equipment, materials, or work product shall result in WQW seeking from the employee the cost of said property, equipment, materials, or work product by any lawful means. This includes, but is not necessarily limited to, withholding or reducing the final paycheck of a terminated employee and legal action.

## **ARTICLE VII - OTHER RELATED POLICIES**

**Section 7.0 – Open Communications; Conflict Resolution.** WQW is committed to fostering an environment of open, honest, proactive and professional communication between employees, supervisors, the Executive Director and other decision-makers within the organization. To that end, employees are encouraged to discuss problems or concerns relating to work, working conditions, or policies of procedure with their immediate

supervisor at any time. Whenever possible, WQW shall strive to address concerns and resolve conflicts among the parties involved in a manner that is most expeditious, responsible, and in the best interests of WQW.

**Section 7.1 – Complaint Process, Personnel Action Review.** Should the process in Section 7.0 be impractical or unsuccessful, or should the employee desire a more formal process, an employee may choose to follow the complaint process below. Additionally employees may contest any personnel action, unsatisfactory performance review, disciplinary action, termination decision, or other issues through the complaint process below. (NOTE: The complaint procedure does not apply to temporary, probationary, or contract employees.)

- **Step 1** – The employee shall submit a formal complaint in writing, including the remedy and/or relief requested, to his/her supervisor within seven (7) business days (M-F) of the date of the action, giving rise to the complaint or of the date that the employee knew or should have known about the event. If the employee is unable to resolve the complaint with his/her supervisor within five (5) days of presenting the complaint, or if the complaint involves the immediate supervisor, the employee should present the complaint to the Executive Director.
- **Step 2** – The employee has three (3) business days (M-F) after satisfying Step 1 of this procedure to present his/her complaint in writing, including the remedy and/or relief requested, to the Executive Director. If the complaint involves the Executive Director, the employee shall begin the complaint process at Step 3. If the complaint is not resolved within five (5) working days, the employee may appeal his/her complaint to the Board Chair.
- **Step 3** – The employee has three (3) business days (M-F) after satisfying Step 2 of this procedure to present his/her complaint in writing, including the remedy and/or relief requested, to the Board Chair. The Board Chair will take the issue to the Executive Committee and may refer the complaint to an independent person for mediation. The Executive Committee of the Board will issue its decision within fifteen (15) business days and the decision of the Executive Committee is final and binding.

**Section 7.2 – Outside Employment.** WQW employees may hold outside jobs as long as the outside employment complies with the WQW Conflict of Interest Policy and the employee continues to meet the performance standards of his/her job with WQW. All employees will be evaluated by the same performance standards, subject to WQW scheduling demands, and expected to adhere to the provisions of this Handbook and all other WQW policies and procedures, irrespective of any outside employment.

If WQW determines that an employee’s outside work interferes with his/her job performance or ability to meet the requirements of WQW, as modified from time to time, WQW reserves the right to ask the employee to terminate the outside employment in order to remain employed with WQW.

WQW employees may not receive income or material gain from individuals or organizations other than WQW for materials produced or services rendered as a WQW employee.

**Section 7.3 – Personnel Records.** Pursuant to Montana law, personnel records are the property of WQW and access to the information they contain is restricted and confidential. Personnel records shall contain only the materials required under law.

Upon request, an employee may review the contents of his/her personnel record in a supervised environment. Copies of a portion of or all of a personnel record shall be made only by the individual responsible for maintaining the personnel records, except for that individual's own personnel record which shall be copied only by the Executive Director or the Board Chair.

It is the responsibility of each employee to promptly notify his or her supervisor in writing of any changes in personnel data, including personal mailing addresses, telephone numbers, names of dependents, and individuals to be contacted in the event of an emergency.

**Section 7.4 – Non-disclosure, Confidentiality.** The protection of privileged and confidential information, including trade secrets, is vital to the interests and WQW's success. Unauthorized disclosure, distribution, electronic transmission, or copying of WQW's confidential information is prohibited. Employees may not disclose confidential information to anyone who is not employed by WQW or to other persons employed by WQW who do not need to know such information for the purposes of fulfilling the other employee's duties and responsibilities.

Any information about WQW that is learned by or obtained by an employee as a result of working for WQW constitutes confidential information, unless said information is otherwise publicly available. Confidential information also includes and is not limited to: compensation data; program and financial information; information related to donors, clients, programs, or business operations; business partnerships, contracts, and arrangements; and pending projects and proposals.

Adherence to this provision is a condition of employment. Violations of this provision shall result in disciplinary action up to and including termination of employment, regardless of whether the disclosing individual actually benefits from the disclosure.

Discussions involving sensitive information should always be held in confidential settings to safeguard the confidentiality of the information. Special attention should be given to minimize the risk of inadvertently sharing, broadcasting, or otherwise divulging confidential information during conversations conducted on cellular phones, or in elevators, restrooms, restaurants, or other places where conversations might be overheard.

If you have any questions regarding any of the policy guidelines listed above, please contact your supervisor, or the Executive Director.