

Governor's Institute on Substance Abuse
Personnel Policy & Procedure Manual
(Employee Handbook)
Revised: June 2018, Effective July 1, 2018

TABLE OF CONTENTS

INTRODUCTION TO GOVERNOR'S INSTITUTE	<u>4</u>
WE ARE THE GOVERNOR'S INSTITUTE.....	<u>4</u>
EQUAL EMPLOYMENT OPPORTUNITY	<u>4</u>
IMMIGRATION REFORM & CONTROL ACT	<u>4</u>
EMPLOYEE INFORMATION.....	<u>4-7</u>
EMPLOYEE RECRUITMENT	<u>4</u>
ORIENTATION & STAFF DEVELOPMENT.....	<u>5</u>
DRESS CODE.....	<u>5</u>
PROBATIONARY PERIOD	<u>5</u>
MEETINGS	<u>5</u>
PERSONNEL RECORDS.....	<u>5</u>
CATEGORIES OF EMPLOYEES	<u>6</u>
OFFICE POLICIES.....	<u>7-8</u>
OFFICE HOURS.....	<u>7</u>
BASIC DAY & WORK WEEK.....	<u>7</u>
LATE ARRIVAL, EARLY DEPARTURE & ABSENTEEISM	<u>7</u>
OVERTIME AND COMPENSATION TIME	<u>7</u>
RECORD KEEPING	<u>7</u>
EMPLOYMENT OUTSIDE OF GOVERNOR'S INSTITUTE	<u>8</u>
EMPLOYEE HOLIDAY & LEAVE POLICY	<u>8-10</u>
HOLIDAYS	<u>8</u>
PAID TIME OFF.....	<u>8</u>
OPTIONAL LEAVE W/O PAY	<u>9</u>
DISABILITY LEAVE	<u>9</u>
AMERICANS WITH DISABILITIES ACT	<u>10</u>
COMPASSIONATE LEAVE.....	<u>10</u>
JURY DUTY.....	<u>10</u>
MILITARY LEAVE.....	<u>10</u>
INCLEMENT WEATHER	<u>10</u>
INTRAMURAL EMPLOYEES.....	<u>10</u>
EXTRAMURAL EMPLOYEES.....	<u>10</u>
EMPLOYEE BENEFITS.....	<u>10-12</u>
MEDICAL INSURANCE.....	<u>11</u>
DENTAL INSURANCE	<u>11</u>
LIFE INSURANCE	<u>11</u>
VISION INSURANCE.....	<u>11</u>
FSA/SECTION 125 PLAN.....	<u>12</u>
EMPLOYEE PENSION/401(K) PLAN	<u>12</u>
BONUS PAY	<u>12</u>
ADDITIONAL EMPLOYEE ISSUES.....	<u>13-16</u>
USE OF THE INSTITUTE'S PROPERTY & RESOURCES	<u>13</u>
DRUG AND ALCOHOL FREE WORKPLACE.....	<u>13</u>
DRUG AND ALCOHOL FREE PROGRAM.....	<u>14</u>
NON-HARASSMENT	<u>14</u>
SEXUAL HARASSMENT.....	<u>14</u>
WORKPLACE VIOLENCE.....	<u>15</u>
PROTECTING ORGANIZATION INFORMATION.....	<u>15</u>

SOLICITATION AND DISTRIBUTION.....	<u>16</u>
CLIENT & PUBLIC RELATIONS.....	<u>16</u>
SMOKING.....	<u>16</u>
DEATH IN SERVICE.....	<u>16</u>
PERFORMANCE	<u>16</u>
APPRAISAL.....	<u>16</u>
DISCIPLINE	<u>16</u>
PROCEDURES	<u>17</u>
PROBLEM SOLUTION & GRIEVANCE PROCEDURES.....	<u>17-18</u>
SEPARATION.....	<u>17</u>
RESIGNATION.....	<u>17</u>
REDUCTION IN FORCE.....	<u>17</u>
UNSATISFACTORY PERFORMANCE OR CAUSE	<u>17</u>
EXIT INTERVIEW.....	<u>17</u>
FINAL PAYCHECK	<u>18</u>
REIMBURSEMENT.....	<u>18</u>
TRAVEL.....	<u>18</u>
CELL PHONE AND INTERNET SERVICE	<u>18</u>
TRAINING & STAFF DEVELOPMENT	<u>18</u>
FUNDING	<u>18</u>
ELIGIBILITY	<u>18</u>
STANDARDS OF CONDUCT.....	<u>19</u>
SELF-DEALING & CONFLICT OF INTEREST.....	<u>19</u>
CONFIDENTIALITY	<u>19</u>
STATE OF NC GENERAL STATUTE 133-32	<u>19</u>
FEEDBACK.....	<u>19</u>
REVIEW	<u>20</u>
RECEIPT OF HANDBOOK.....	<u>21</u>

INTRODUCTION TO GOVERNOR'S INSTITUTE

We are the Governor's Institute on Substance Abuse

The Governor's Institute is committed to providing the best possible climate for maximum development and goal achievement for all employees. Our practice is to treat each employee as an individual. We seek to develop a spirit of teamwork, individuals working together to attain a common goal.

In order to maintain an atmosphere where these goals can be accomplished, we provide a comfortable and progressive workplace. Most importantly, we have a workplace where communication is open and problems can be discussed and resolved in a mutually respectful atmosphere. We take into account individual circumstances and the individual employee.

We firmly believe that with direct communication we can continue to resolve any difficulties that may arise and develop a mutually beneficial relationship.

Equal Employment Opportunity

The Governor's Institute is committed to equal employment opportunity. We will not discriminate against employees or applicants for employment on any legally recognized basis including, but not limited to: veteran status, race, color, religion, gender, sexual orientation, national origin and physical or mental disability.

In addition to the above, age, sickle cell trait, hemoglobin C trait and genetic information or due to having requested genetic testing or genetic counseling services are protected classes in North Carolina.

Employees may discuss equal employment opportunity related questions with the Operations and Benefits Manager or any other member of management.

Immigration Reform and Control Act (I-9)

In compliance with the federal Immigration Reform and Control Act of 1986 (IRCA), as amended, our organization is committed to employing only individuals who are authorized to work in the United States.

Each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility.

If an employee is authorized to work in this country for a limited time period, the individual will be required to submit proof of renewed employment eligibility prior to expiration of that period to remain employed by the organization.

EMPLOYEE INFORMATION

Employee Recruitment

Recruitment actions will be planned to locate and attract the best-qualified available persons. Position vacancies will be adequately publicized, and appropriate recruitment sources will be contacted.

Applicants will submit a curriculum vitae or a resume which will provide essential qualifications data and personal information as specifically indicated for the particular position. Appropriately qualified internal candidates are encouraged to apply for openings. Interviews will be conducted, and candidates not selected will be notified.

Employment will be documented by an exchange of correspondence covering the specific terms and conditions of employment and their acceptance. The employment letter will be signed by the Executive Director or supervisor and the employee. (In the case of the hiring of the Executive Director, the letter will be signed by the Chair of the Board.) A copy will be sent to the employee who will sign and return a copy signifying acceptance of terms and conditions of employment, including agreement to follow Personnel Policies and Procedures.

Orientation and Staff Development

A period of orientation is provided by the Associate Executive Director, Director of Finance and Operations and Benefits Manager in order for a new employee or employees promoted or transferred within the Institute to be given sufficient knowledge to meet the responsibilities assigned to a position. A copy of the Personnel Policy & Procedure Manual is given to all new employees.

Dress Code

Because of our interface with contractors, partners, and the public, all employees are expected to dress appropriately for their duties (business or business casual) and are expected to be neat and clean in their appearance.

Probationary Period

Employment will start with a probationary period to give both the new staff member and the Institute an opportunity to learn if the assignment is mutually satisfactory before making a final decision regarding permanent status. During the probation period, employment may be terminated by the Institute or by the employee without cause, without prejudice, and without recourse.

New hires, as well as all staff members who are promoted or transferred to a different position within the organization will have a three-month probationary period as stated in the letter of appointment.

The end of the period will be marked by a written evaluation and by a clear decision regarding the continuation of the employee on a permanent basis. Other benefits will commence in accord with the current benefits schedule.

Meetings

Staff members are expected to attend all staff meetings and designated meetings of the Board of Directors. The Executive Director is expected to attend all Board of Directors meetings and designated committee meetings. All meetings will be excused if such meetings take place during a scheduled vacation or if the employee or Executive Director is sick or unable to attend for medical reasons.

Personnel Records

Personnel records will be the property of the Institute. They are maintained and administered by the Associate Executive Director or his/her designee.

The personnel file will include but is not limited to:

- Curriculum vitae or resume
- Official correspondence
- Payroll information (pay rate, IRS/state tax forms, and active/inactive payroll records)
- Yearly performance evaluations and supporting information
- Letters of commendation
- Letters of resignation

To aid employees and/or their families in matters of personal emergency, the Institute must maintain up-to-date information. Changes in name, address, telephone number, marital status, number of dependents or changes in next of kin and/or beneficiaries should be given to the Operations & Benefits Manager promptly.

Personnel files will remain confidential. Employees have the right to review their own personnel file with the Executive Director. Upon request, at a reasonable time, the employee will be permitted to inspect his or her own employee records which are used or have been used to determine the employee's qualifications for employment, promotion, additional compensation, termination or other disciplinary action. Records relating to the investigation of a possible criminal offense are not open for review.

Inspection will not apply to letters of reference. No documents will be removed from the personnel file. Each employee will have the privilege of entering written rebuttals and/or documentation concerning his/her own performance evaluation. This will be done without prejudice to the employee.

The Executive Director may authorize responses to outside inquiries on past or current employees, within the limits of applicable law. A copy of the responses will be placed in the personnel file.

Categories of Employees

Employees are grouped for personnel consideration as follows:

In accordance with Article V of the Bylaws, the Executive Director is the executive officer of the Institute and is solely responsible to the Board of Directors for the operation of the Institute. The Executive Director is responsible for the administration of personnel matters but may delegate certain of these responsibilities and authorities where appropriate. The Executive Director is reviewed and evaluated yearly by the Executive Committee of the Board of Directors at the request of the Board Chair. If there is no evaluation completed, a record of the request and/or memo that the evaluation does not need to be completed will be put in the Executive Director's employee file.

Intramural Full Time Employee

- Works an average of 40 hours per week
- Receives full benefits including medical, dental, life, AD&D and vision insurance
- Is eligible for 401(k) profit-sharing contributions and Paid Time Off
- Has a designated work space in the main Governor's Institute office
- Reports to an on-site supervisor or to the Board of Directors
- Is paid via payroll service on a semimonthly basis
- With prior approval employees have the option of working offsite. Employees are required to spend at least 25 hours in the office each week.

Extramural Full Time Employee

- Works an average of 40 hours per week
- Receives full benefits including medical, dental, life, AD&D and vision insurance
- Is eligible for 401(k) profit-sharing contributions and Paid Time Off
- Works off-site and not in the main Governor's Institute office
- Reports to an administrative supervisor on-site
- May report to an off-site non-Governor's Institute project supervisor
- Is paid via payroll service on a semimonthly basis

Non-benefit Eligible Part-time Employee or Fellow

- Works an average of less than 30 hours per week

- Is not eligible for benefits unless grandfathered into a benefit or specified in their individual contracts
- Reports to an administrative supervisor on-site
- May report to an off-site non-Governor's Institute project supervisor
- Is paid monthly via payroll service

Contractor

The Governor's Institute may retain consultants or other contract workers for special projects such as research, education, etc. Specific duties, compensation and conditions of the assignment will be spelled out in a written contract. The Governor's Institute personnel policies do not apply to these persons. Any contract for consultation will be approved in writing and signed by the Executive Director.

OFFICE POLICIES

Office Hours

The Governor's Institute Office will be open from 8:00 a.m. to 5:00 p.m. and open to the public from 9:00 a.m. to 5:00 p.m. Monday-Friday except office holidays or severe weather days.

Basic Day and Work Week

Full-time employees work a 40-hour week between the hours of 8 am and 5:00 pm. Flexible time arrangements to accommodate staff may be arranged in advance with the employee's supervisor and can be withdrawn by the employee's supervisor or the Executive Director at any time.

Late Arrival, Early Departure and Absenteeism

Any of these three conditions must be made up within a two week pay period. Prolonged and/or repeated late arrival or absenteeism is subject to disciplinary action.

Overtime and Compensation Time

All employees of the Institute are "exempt" from overtime for the purposes of state and federal law. It is expected that professional and administrative staff may be asked at various times to work overtime on an important project.

Employees are eligible for compensation time or "comp time" and are encouraged to be flexible in their use of time when a situation requires them to work in excess of the standard 40-hour work week. Situations that require work in excess of the full pay period hours (number of business days in period x 8 hours) should be approved by the employee's supervisor in advance. Any comp time claimed must be clearly detailed by the employee. Time not approved by the supervisor will not be included in accrued time. The approval will be recorded by the supervisor approving the pay period timesheet.

Record Keeping

Each employee will accurately document their hours on the Governor's Institute timesheet and submit this to the Director of Finance and Operations Finance Assistant. Paid Time Off (PTO), Compensation Time and Standard Work Time can only be charged or accrued in increments of 0.5 hours. All PTO, compensation time, and standard work hours recorded on timesheets should reflect increments that total whole numbers or 0.5 hours daily. Time can be allocated in smaller increments between programs as long as the total sums to a whole number or 0.5 for that day. Timesheets for full-time employees, who are paid semimonthly, are due on the due date stated on the timesheet for that pay period unless otherwise notified by Operations staff. Timesheets for part-time employees, who are paid on a monthly basis, are due the last working day of the month. If an employee is on planned vacation or personal leave, they should submit their timesheet *prior* to taking paid time off. Employees who fail to submit a timesheet on the due date for semimonthly or monthly payroll are not guaranteed inclusion in that pay period, resulting in a delayed payment.

Employment Outside of the Governor's Institute

Fees paid to individual Institute employees by outside sources which pertain directly to their position and work for the organization – e.g., work-related speaking and consultation fees, honoraria, and the like – should be paid directly to the “Governor’s Institute on Substance Abuse”, but if paid to the employee, the payment must be endorsed promptly to the Institute. These funds will be used to further the Institute’s mission. The employee may request a statement for his/her personal tax return indicating that the fee was paid to the organization.

EMPLOYEE HOLIDAY AND LEAVE POLICY

Holidays

Employees receive 12 paid holidays annually. The Governor’s Institute will observe the holiday schedule set by the NC State Human Resources Department. Please visit <http://oshr.nc.gov/state-employee-resources/benefits/leave/holidays> for the exact dates. A copy of the current year schedule will also be posted in the office.

Full-time employees are eligible for paid holidays immediately upon hire.

Paid Time Off

Full-time Governor’s Institute employees accrue personal leave or vacation days per pay period based upon continuous years of service which are calculated as the sum of full (not fractional) consecutive years worked as of the beginning of the calendar year. Paid Time Off is for use as vacation, personal time and sick leave. The Paid Time Off hours per pay period will only be accrued if an employee reaches the pay period hour total in the pay period (number of business days in period x 8 hours) through worked hours, PTO hours, and holiday time. Therefore, if an employee does not work the full hours in the pay period and does not have Holiday and PTO hours to make up the difference, then the hours of Paid Time Off will not be accrued that pay period. Failure to reach the pay period hours through hours worked, PTO, and/or Holiday pay will be documented in the employee’s personnel file, signed by the employee’s GI supervisor, and will be addressed as needed. New employees begin accruing PTO with their first full pay payroll worked and may take time with supervisor approval. PTO will be accrued based upon the full-time employee’s continuous years of service calculated as the sum of consecutive years as follows:

- Upon hire to 2 years: 7.5 hours per pay period
- 3 years to 7 years: 8.0 hours per pay period
- 8 years to 12 years: 8.5 hours per pay period
- 13 or more years: 9.0 hours per pay period

If planned Paid Time Off exceeds five consecutive days, the Institute must be notified no less than two weeks in advance of time off. If unplanned Paid Time Off is needed, the employee should immediately notify his/her supervisor.

Special circumstances requiring an employee to take more than the amount they have accrued will be considered on a case-by-case basis by the Executive Director.

Employees may bank time accrued, but not used, up to a total of 45 days (360 hours) as emergency family time, short-term disability, or maternity leave/paternity leave. This time is not eligible for financial compensation to the employee or the employee’s family in cases of job termination or death.

The amount of PTO hours that can be carried over from one calendar year to the next will be limited. Employees are permitted to carry over a maximum of 160 PTO hours. Any hours in

excess of 160 that are unused as of the last day of the calendar year will be forfeited. Carryover hours will be added to each employee's previously banked accrued time.

PTO hours may also be used by those employees wishing to participate in Family Leave. If the time requested off exceeds the employee's available PTO hours, that employee may choose to take advantage of Optional Leave without Pay (OLWP). Guideline and stipulations for OLWP are outlined below.

In cases of job termination, the employee must be present for their last paid day regardless of how much paid time off they have accrued.

Optional Leave without Pay

At the Executive Director's discretion and with the Executive Director's prior written approval, employees can take up to four consecutive weeks (20 days) of Optional Leave without Pay (OLWP) once per fiscal year after using all available Paid Time Off, not to exceed 45 days total leave.

Employees participating in OLWP will be notified in writing two weeks prior to the expiration of their benefits. Employees electing OLWP are ineligible to accrue Paid Time Off during their leave. The following benefits are also suspended until the employee returns to full time status: dental, life & AD&D insurance, vision insurance; Section 125/Medical FSA and Section 129/Dependent Care FSA benefits; and 401(k) deferrals and profit-sharing.

Health insurance coverage is eligible for continuation during OLWP, and arrangements should be made with the Director of Finance and Operations and Benefits Manager for the employee to pay the appropriate monthly premium in advance. Failure to make arrangements for health insurance continuation can result in denied coverage. Failure to maintain benefits can result in a delayed re-enrollment.

Employees will be returned to the same or similar position that was held prior to OLWP, subject to staffing and business requirements. Continued absence from work beyond accrued Paid Time Off and approved OLWP time will be deemed a voluntary termination of employment.

Disability Leave

Full-time employees (Intramural and Extramural) are eligible for an unpaid disability leave immediately upon hire. Disability leave due to non-occupational illness, injury or pregnancy-related disability is not to exceed 26 weeks.

Written notice of disability, including a doctor's certificate stating the nature of the disability and the expected date of return to work should be given to the Director of Finance and Operations and Benefits Manager as soon as possible to confirm the leave.

Medical insurance coverage may be continued by making arrangements with the Director of Finance and Operations and Benefits Manager to pay the appropriate monthly premium in advance each month.

One week's advance written notice and a doctor's certificate stating the employee is medically able to return to normal duties is required when an employee is ready to return to work following disability leave.

Employees returning from disability leave will return to the same or similar position held prior to the disability leave, subject to GI staffing and business requirements. Employee's continued

absence from work beyond the disability, as determined by a physician, will be deemed a voluntary termination of employment.

Americans with Disabilities Act

The Institute is committed to providing equal employment opportunities to otherwise qualified individuals with disabilities, which may include providing reasonable accommodation where appropriate. In general, it is the employee's responsibility to notify the Executive Director of the need for an accommodation. Upon doing so, the Director of Finance may request input or the type of accommodation believed to be necessary or the functional limitations caused by employee's disability. Also, when appropriate, GI may request employee's permission to obtain additional information from employee's physician or other medical or rehabilitation professionals.

Compassionate Leave

All full-time employees (intramural and extramural) are eligible, immediately upon hire, for three paid days for the death of an immediate family member. Members of the immediate family include spouses, parents, brothers, sisters, children, grandchildren, grandparents, parents-in-law and domestic partners and their parents. Compassionate Leave is in addition and can be used in conjunction with vacation time.

Requests for bereavement leave should be made to employee's immediate supervisor as soon as possible.

Jury Duty

Employees who are called for jury duty will receive full pay during that time. If an employee is not actually sitting on the jury and can be placed on "remains available" status, the employee will report for work.

Military Leave

Any full-time employee who is required to serve on active military duty or training as a member of the armed forces or National Guard will be granted leave without pay for a maximum of 15 days per year. If an employee is called to active military duty, a job will be held up to one year without pay or accrual benefits.

INCLEMENT WEATHER

Intramural Employees

The Governor's Institute will be open and operating on a regular schedule in case of snow or other inclement weather. The status of the office will be announced via email and/or Slack.

Extramural Employees

Offsite employees should follow the operating schedule of their host agency or local office. Employees who cannot make it to work because of inclement weather may be required to use accrued paid time off. Employees working from home are expected to continue their duties.

EMPLOYEE BENEFITS

Our organization has developed a comprehensive set of employee benefit programs to supplement our employees' regular wages. Our benefits represent a hidden value of additional income to our employees.

This Employee Handbook describes the current benefit plans maintained by the organization. Refer to the actual plan documents and summary plan descriptions for specific questions regarding the benefit plan. Those documents are controlling in case of conflict with this document, and the actual plan documents are considered to be the direct source for information on these plans.

The organization reserves the right to modify its benefits at any time. GI will keep staff promptly informed of any changes.

The Institute provides the following benefits to all employees as required by law.

- North Carolina Unemployment Insurance
- Social Security & Medicare (FICA)
- Workers Compensation Insurance

Medical Insurance

Eligible full-time employees may enroll in either a single or a family contract immediately upon hire; however, coverage will not be effective until the 1st of the month following 30 days of hire. Participating employees are also covered under our medical insurance plan's prescription drug program. Our organization pays the full cost of a single-employee contract. This benefit is subject to change to due to availability of funds.

A booklet containing the details of the plan and eligibility requirements may be obtained from the Operations and Benefits Manager.

Upon separation, employees may be entitled to continuation or conversion of the group medical insurance plan in accordance with the terms of the policy and/or applicable state and federal law. For more information contact the Director of Finance and Operations and Benefits Manager.

Dental Insurance

Eligible full-time employees may enroll in either a single or a family contract immediately upon hire; however, coverage will not be effective until the 1st of the month following 30 days of hire. Our organization pays the full cost of a single-employee contract. This benefit is subject to change to due to availability of funds.

A booklet containing the details of the plan and the eligibility requirements may be obtained from the Operations and Benefits Manager.

Upon separation, the group dental insurance plan is not eligible for continuation per the terms of the policy and/or applicable state and federal law. For more information, contact the Operations and Benefits Manager.

Life Insurance

Governor's Institute on Substance Abuse provides Basic Life and Accidental Death & Dismemberment (AD&D) insurance as a part of our basic benefits package. Eligible full-time employees may enroll in a single contract immediately upon hire, however, coverage will not be effective until the 1st of the month following 30 days of hire. This benefit is subject to change to due to availability of funds.

The Basic Life and AD&D policies are payable upon death to any person named as the beneficiary. Employees designate a beneficiary during initial enrollment and have the option to change this designation at any time. The AD&D policy refers to death by accident, in which case the benefit amount would double.

Vision Insurance

Eligible full-time employees may enroll in either a single or a family contract immediately upon hire; however, coverage will not be effective until the 1st of the month following 30 days of hire. Our organization pays the full cost of a single-employee contract. This benefit is subject to change to due to availability of funds.

FSA / Section 125 Plan

Our organization offers a pretax contribution option for eligible full-time employees. This employee benefit is known as a Section 125 plan.

A Section 125 plan is a benefit plan that allows employees to make contributions toward out-of-pocket medical expenses or dependent care expenses on a “before tax”, rather than an “after tax”, basis. Qualified expenses are deducted from gross pay before income and FICA taxes are calculated.

To participate in this plan, complete an election form and return it to the Director of Finance and Operations and Benefits Manager. Gross pay is reduced by an amount equal to employee contributions for out-of-pocket medical expenses or dependent care expenses.

Changes cannot be made to pretax contributions until the next open enrollment period, unless family status changes or employee becomes eligible for a special enrollment period due to a loss of coverage. Family status changes include marriage, divorce, death of a spouse or child, birth or adoption of a child or termination of employment of employee or his/her spouse. A change in election due to a change in family status is effective the next pay period. All money unused for FSA expenses at the end of the plan year is forfeited based upon the plan’s rules.

Employee Pension – 401(k) Plan

Our organization provides eligible full-time employees with a 401(k) Qualified Retirement plan that is an excellent means of long-term savings for retirement. Employees become eligible on the 1st of the month following their date of hire. All eligible, full-time employees will receive a monthly 6% employer contribution that will be deposited directly into each employee’s plan account. Part-time employees are only eligible to participate after completing a Year of Service (defined as working at least 1,000 hours during the 12-month period immediately following the employee’s date of hire). An employee is immediately 100% vested in their salary deferrals and becomes 100% vested in their employer contributions following one year of employment. Employees hired as “fellows” are not eligible.

Employees can obtain a copy of the Summary Plan Description, which contains the details of the plan including eligibility and benefit provisions, from the Operations and Benefits Manager. In the event of any conflict in the description of the plan, the official plan documents, which are available for employee review, shall govern. If employees have any questions regarding this plan, they should directly contact the plan administrator, Wil Drake, at 919-913-0235 x 206.

Bonus Pay

If the financial position of the organization permits, longevity bonuses may be awarded to full-time employees in January for exemplary performance in the preceding year. Total years of service are calculated as the sum of the full (not fractional) consecutive years served as of the beginning of the calendar year. An employee must have a minimum of five consecutive years’ service at the beginning of the calendar year to be eligible. Bonuses will be funded based upon continuous years of service and calculated at a percentage rate based upon the employee’s current annual salary as follows:

- 5-10 years: 1.5%
- 10-15 years: 2.25%
- 15-20 years: 3.25%
- 20 or more years: 4.5%

With supervisor approval, full time benefit eligible (non-contract) employees who meet the requirements may be considered for a bonus. The Executive Director is eligible for a bonus with Board of Directors approval.

ADDITIONAL EMPLOYEE ISSUES

Use of the Institute's Property and Resources

It is the duty of all employees to take due care with regard to company equipment and property and to professionally maintain all materials and resources provided for their use.

Drug and Alcohol Free Workplace

The Governor's Institute has a vital interest in ensuring a safe, healthy and efficient working environment for our employees, their co-workers and the clients we serve. The unlawful or improper use of controlled substances or alcohol in the workplace presents a danger to everyone. In addition, as a federal grantee, we have a duty to comply with the requirements of the Drug-Free Workplace Act of 1988. For these reasons, we have established as a condition of employment and continued employment with the organization the following drug and alcohol-free workplace policy.

Employees are prohibited from reporting to work or working while using illegal or unauthorized controlled substances. Employees are prohibited from reporting to work or working when the employee uses any drugs, except when the use is pursuant to a doctor's orders and the doctor has advised the employee that the substance does not adversely affect the employee's ability to safely perform his or her job duties. Employees are prohibited from reporting for duty or remaining on duty with any alcohol in their systems. Employees are also prohibited from consuming alcohol during working hours, including meal and break periods.

In addition, employees are prohibited from engaging in the unlawful or unauthorized manufacture, distribution, sale or possession of illegal drugs and alcohol in the workplace including: on organization paid time, on organization premises, in organization vehicles or while engaged in organization activities.

In accordance with the Drug-Free Workplace Act of 1988, employees must notify the Director of Finance and Associate Executive Director of any criminal drug statute conviction for a violation occurring within the workplace within five days of such conviction.

Employment or continued employment with the organization is conditioned upon full compliance with the foregoing drug and alcohol-free workplace policy. Any violation of this policy may result in disciplinary action, up to and including discharge. The organization assures that any information concerning an individual's drug or alcohol use will remain confidential.

Consistent with its fair employment policy, the organization maintains a policy of non-discrimination and reasonable accommodation with respect to recovering addicts and alcoholics, and those having a medical history reflecting treatment for substance abuse conditions. The Institute encourages employees to seek assistance before their drug or alcohol use renders them unable to perform their essential job functions or jeopardizes the health and safety of themselves, or others. The organization will attempt to assist its employees through referrals to rehabilitation, appropriate leaves of absence and other measures, consistent with the organization's policies and applicable federal, state or local laws.

The organization further reserves the right to take any and all appropriate and lawful actions necessary to enforce this drug and alcohol free workplace policy including, but not limited to, the inspection of organization issued lockers, desks or other suspected areas of concealment, as well as an employee's personal property when the organization has reasonable suspicion to believe that the employee has violated this drug and alcohol free workplace policy.

This policy represents management guidelines only and should not be interpreted as a contract of employment.

Drug and Alcohol Free Awareness Program

In order to maintain a drug and alcohol free workplace, the organization has established a drug and alcohol free awareness program to educate employees on 1) the danger of drug abuse and alcohol misuse in the workplace; 2) the organization's drug and alcohol free workplace policy; 3) the availability of any drug and alcohol counseling, rehabilitation, and employee assistance programs; and 4) the penalties that may be imposed upon employees for drug abuse and alcohol misuse violations, and violations of the organization's drug and alcohol free workplace. Such education includes the inclusion of the organization's drug and alcohol-free workplace policy in the Employee Handbook and any other personnel policy publications.

Non-harassment

The Governor's Institute prohibits harassment of one employee by another employee, supervisor or third party for any reason including, but not limited to: veteran status, race, color, religion, gender, sexual orientation, national origin and physical or mental disability. Harassment of third parties by our employees is also prohibited.

In addition to the above, age, sickle cell trait, hemoglobin C trait and genetic information or having requested genetic testing or genetic counseling services are protected classes in North Carolina.

The purpose of this policy is not to regulate the personal morality of employees. It is to assure that in the workplace, no employee harasses another for any reason.

While it is not easy to define precisely what harassment is, it includes: slurs, epithets, threats, derogatory comments or visual depictions, unwelcome jokes and teasing.

Any employee who feels that (s)he is a victim of such harassment should immediately report the matter to the Operations and Benefits Manager. The appropriate members of management will be notified by the Operations and Benefits Manager of such harassment and the organization will investigate all such reports as confidentially as possible. Adverse action will not be taken against an employee because (s)he, in good faith, reports or participates in the investigation of a violation of this policy. Violations of this policy are not permitted and may result in disciplinary action, up to and including dismissal.

Sexual Harassment

Sexual harassment of one employee by another employee, supervisor or third party is against organization policy and is unlawful under state and federal law.

We firmly prohibit sexual harassment of any employee by another employee, supervisor or third party. Harassment of third parties by our employees is also prohibited. The purpose of this policy is not to regulate the morality of employees. It is to assure that in the workplace, no employee is subject to sexual harassment. While it is not easy to define precisely what sexual harassment is, it includes: unwelcome sexual advances, requests for sexual favors and/or verbal or physical conduct of a sexual nature including, but not limited to: sexually-related drawings, pictures, jokes, teasing, uninvited touching or other sexually-related comments.

Sexual harassment of an employee will not be tolerated. Violations of this policy may result in disciplinary action, up to and including dismissal. There will be no adverse action taken against employees who, in good faith, report violations of this policy or participate in the investigation of such violations.

Any employee who feels that (s)he is a victim of sexual harassment should immediately report such actions in accordance with the following procedure. All complaints will be promptly and thoroughly investigated.

1. Any employee who believes that (s)he is a victim of sexual harassment or retaliated against for complaining of sexual harassment should report the act immediately to the Associate Executive Director and Operations and Benefits Manager. If the employee prefers not to discuss the matter with the Associate Executive Director and Operations and Benefits Manager, (s)he may contact any other member of management; however, two members of management must be present to discuss the report with the employee.
2. The organization will investigate every reported incident immediately. Any employee, supervisor or agent of the organization who has been found to have violated this policy may be subject to appropriate disciplinary action, up to and including immediate dismissal.
3. The organization will conduct all investigations in a discreet manner. The organization recognizes that every investigation requires a determination based on all the facts in the matter. We also recognize the serious impact a false accusation can have. We trust that employees will continue to act responsibly.

The reporting employee and any employee participating in any investigation under this policy have the organization's assurance that no reprisals will be taken as a result of a sexual harassment complaint. It is our policy to encourage discussion of the matter, to help protect others from being subjected to similar inappropriate behavior.

Workplace Violence

Violence by an employee or anyone else against an employee, supervisor or member of management will not be tolerated. The purpose of this policy is to minimize the potential risk of personal injuries to employees at work and to reduce the possibility of damage of organization property in the event someone, for whatever reason, may be unhappy with an organization decision or action by an employee or member of management.

If an employee receives or overhear any threatening communications from another employee or outside third party, report it to the Associate Executive Director and Operations and Benefits Manager immediately. If the employee prefers not to discuss the matter with the Associate Executive Director and Operations and Benefits Manager, (s)he may contact any other member of management; however, two members of management must be present to discuss the matter with the employee. Do not engage in either physical or verbal confrontation with a potentially violent individual. Any encounters with an individual who is threatening immediate harm to an employee or visitor to our premises are to be reported to an emergency agency (such as 911) immediately.

All reports of work-related threats will be kept confidential to the extent possible, investigated and documented. Employees are expected to report and participate in an investigation of any suspected or actual cases of workplace violence.

Violations of this policy, including failure to report or fully cooperate in the organization's investigation, may result in disciplinary action, up to and including immediate dismissal.

Protecting Organization Information

Protecting our organization's information is the responsibility of every employee, and we all share a common interest in making sure it is not improperly or accidentally disclosed. Do not discuss the organization's confidential business with anyone who is not directly involved in the investigation.

All telephone calls regarding a current or former employee's position/compensation with our organization must be forwarded to the Associate Executive Director and/or Director of Finance.

The organization's address shall not be used for the receipt of personal mail on a regular basis.

Solicitation and Distribution

In order to avoid unnecessary annoyances and work interruptions, solicitation by an employee of another employee is prohibited while either person is on working time. Employee distribution of literature, including handbills, in work areas is prohibited at all times. Trespassing, soliciting or distribution of literature by non-employees on these premises is prohibited at all times.

Client and Public Relations

Our organization's reputation is built on excellent service and quality work. To maintain this reputation requires the active participation of every employee.

The opinions and attitudes that clients have toward our organization may be determined for a long period of time by the actions of one employee.

Each employee must be sensitive to the importance of providing courteous treatment in all working relationships.

Smoking

Smoking is not allowed in the Governor's Institute offices or within 25 feet of any Governor's Institute office.

Death in Service

In the event of the death of a staff member, his/her earned salary through the next full pay period, will be paid to the deceased employee's spouse, named beneficiary(ies), or estate. The Executive Director will inform the named beneficiary of all insurance and other benefits to which the beneficiary is entitled.

PERFORMANCE

Appraisal

A new employee will receive a performance appraisal from their supervisor after three months. Thereafter, performance appraisals will be conducted annually by their supervisor, based on review of the performance goals established jointly by the employee and the supervisor and annually for all consultants.

Appraisals will be based on the performance appraisal form developed by the Governor's Institute. They will be signed and dated by the employee and their supervisor and placed in the employee's personnel file. The employee will be allowed to write a rebuttal if they are not pleased with their appraisal.

Raises are not automatic. The Executive Director, in consultation with the Board of Directors, considers increases based on the achievement measured by the performance appraisal process as well as Institute budget opportunities and constraints. Raises can be requested by employee or by their supervisor. Such requests should be in writing and should contain specific information. It is the intent of the Governor's Institute to review salaries on an annual basis.

Discipline

Discipline refers to an oral or written warning, an oral or written reprimand, probation, demotion, dismissal or termination of employment or any other corrective action taken with regard to an employee. The severity of the approach will depend on the severity of the offense. The reasons for disciplining employees fall into two main categories: causes related to performance of duties and causes related to personal conduct detrimental to the Institute.

Procedures

In instances of an employee's incomplete assigned tasks, or other behaviors that are not grounds for immediate dismissal, he/she will receive verbal and/or written warnings and the immediate supervisor/Executive Director will make a reasonable effort to resolve the problem with the employee. In other instances, an employee may be terminated, or immediate dismissal will include but not limited to gross employee misconduct, breach of contract, conflict of interest, violating confidentiality of the employer or its clients, falsifying information, statements or actions seriously detrimental to the agency's reputation or its clients, fraudulent activities and wrongful appropriation for personal use of goods or materials owned by the employer.

PROBLEM SOLUTION AND GRIEVANCE PROCEDURES

Grievance procedures are intended to cover complaints of discrimination, disciplinary actions, or the application of policies. Employees are expected to try to resolve problems with other employees without intervention. If this is not successful, an employee should submit the grievance in writing to the Operations and Benefits Manager. The Operations and Benefits Manager will meet with and deliver a written response to the employee within three working days of personal receipt of the grievance.

If efforts to resolve the grievance at this level are not successful then the Executive Director makes a good faith disposition of the matter, which is final.

An employee who believes that he/she has been subjected to discrimination should report the complaint promptly to his/her supervisor/Operations and Benefits Manager. The complaint will be investigated by the management promptly and in an impartial and discreet manner. The employee will be advised of the findings. Any employee who is found, after investigation, to have engaged in discrimination with respect to another employee will be subject to disciplinary action.

No employee will be penalized for use of the grievance procedure.

Separation

The term "separation" will refer to any and all terminations of the relationship between the employee and the employer.

Resignation

Resignation is separation at the election of the employee for whatever reason. An employee with supervisory and/or management responsibilities is expected to give a minimum of thirty days' notice of resignation. All other employees are expected to give a minimum of two weeks' notice of resignation. Additional advance notice of anticipated resignation is requested whenever possible.

Reduction in Force (RIF)

RIF is job elimination or modification primarily for reasons other than performance for regular and part-time employees. Separation of any employee because of a reduction in force may take place on two weeks' notice by the employer.

Unsatisfactory Performance or Cause

Performance-related separation; The Institute reserves the right to terminate employees at will, under the guidelines outlined in the DISCIPLINE section of the Personnel Policies.

Exit Interviews

All staff leaving the Institute voluntarily will have an exit interview conducted by the Executive Director and/or his/her designee. The interview will be for the purposes of ascertaining why the staff member is leaving; obtaining any ideas, recommendations and constructive criticism for improving our performance; and completing all necessary forms. A copy of all completed forms

will be placed in the staff member's personnel file and a copy will go to the Executive Director for appropriate follow-up, if any.

Final Paycheck

All terminated staff will receive their final paycheck (a live check) at the next pay date following their termination if the supervisor has determined that all financial obligations of the employee have been satisfied.

REIMBURSEMENT

Travel

It is the intention of the Institute to reimburse employees for reasonable business-related travel and expenses required for the daily execution of their jobs. Staff is required to plan trips economically and wisely. When funding is limited, it should be expected that travel may have to be cut back. Refer to the Governor's Institute travel policy for specific rules.

Cell Phone and Internet Service

No reimbursement for personal cell phone or home internet will be permitted.

TRAINING AND STAFF DEVELOPMENT

The Institute recognizes the importance of professional growth and development as it relates to the efficiency of its service to the community. The organization has a commitment to provide training and staff development for its employees designed to:

1. Improve productivity, effectiveness and efficiency of the Institute's programs and services by the development and better utilization of the talents, abilities and potential of its employees;
2. Help employees develop their knowledge, skills and abilities so that they might better perform the duties of their present job;
3. Support educational activities which are deemed beneficial to the Institute while assisting employees to achieve their highest potential.

Opportunity for continued staff development of personnel is made available through: provision of supervision and consultation; access to appropriate literature; scheduled staff meetings for discussion of program problems, methods, procedures, and planning; and opportunities to attend conferences and institutes with the approval or recommendation of the direct supervisor.

Funding

Employees may pursue funding for training and educational purposes with the approval of the Associate Executive Director and their supervisor.

When recommended in writing by the Executive Director and budgeted or otherwise provided, the following expenses for participating in training and development may be reimbursable; tuition and registration fees; books and study materials; travel expenses; room and board when attendance requires being away from home. Approved training activities may include conferences, workshops, institutes and other development activities approved by the Executive Director.

Eligibility

Full and part-time employees are eligible for assistance with training based on availability of funding and approval.

STANDARDS OF CONDUCT

Each employee is expected to observe and follow the organization's policies and to maintain proper standards of conduct at all times. If an individual's behavior interferes with the orderly and efficient operation of a department, corrective disciplinary measures will be taken.

Disciplinary action may include a verbal warning, written warning, suspension and/or dismissal. The appropriate disciplinary action imposed will be determined by the organization. The organization does not guarantee that one form of action will necessarily precede another.

The following may result in disciplinary action, up to and including dismissal: violation of the organization's policies or safety rules; insubordination; unauthorized or illegal possession, use or sale of alcohol or controlled substances on work premises or during working hours, while engaged in organization activities; unauthorized possession, use or sale of weapons, firearms or explosives on work premises; theft or dishonesty; physical harassment; sexual harassment; disrespect toward fellow employees, visitors or other members of the public; poor attendance or poor performance. These examples are not all inclusive. We emphasize that discharge decisions will be based on an assessment of all relevant factors.

Nothing in this policy is designed to modify our employment-at-will policy.

Self-Dealing and Conflict of Interest

Self-dealing is prohibited by staff and members of the Board of Directors, in accordance with IRS rules and regulations.

In all cases where a director or officer deals as an individual with the Institute, adequate documentation should be on file to indicate that the board was aware and approved of the transaction in advance. There should also be full disclosure made by the Executive Director or officer and clear evidence is available that the transaction was at arm's length and at least as beneficial to the corporation as would be the case if the corporation had entered into the same transaction with an unrelated body.

Confidentiality

In an employee's work at the Institute he/she may see information that is confidential. It is essential that such information is kept confidential.

Employee's personnel files are maintained separately and confidentially.

State of North Carolina Executive Order No. 24 and General Statute 133-32

As Governor's Institute is a contractor of the State of NC, Institute employees often work closely with State employees. Therefore, Institute employees must be aware of NC Executive Order No 24 and G.S. 133-32 which state that it is unlawful for any contractor, subcontractor, or supplier to make or give gifts to State employees.

The full G.S.133-32 can be found using the link below:

http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_133/GS_133-32.html

The full Executive Order No. 24 can be found using the link below:

<http://www.ethicscommission.nc.gov/library/pdfs/Laws/EO24.pdf>

FEEDBACK

All employees are encouraged to bring any questions, suggestions and complaints to the management's attention. All feedback will be carefully considered in our continuing effort to improve operations.

When an employee perceives a problem, the situation should be presented to the Operations and Benefits Manager so that the problem can be settled by examination and discussion of the facts.

Suggestions and comments on any subject are important, and employees are encouraged to take every opportunity to discuss them with their supervisor. Employee's positions will not be adversely affected in any way by using this procedure.

If at any time an employee does not feel comfortable speaking with the Operations and Benefits Manager, the concern may be discussed with a member of management with whom the employee feels more comfortable.

REVIEW

This Personnel Policy & Procedure Manual will be reviewed annually or as needed for updates/changes.

RECEIPT OF EMPLOYEE HANDBOOK AND EMPLOYMENT-AT-WILL STATEMENT

This is to acknowledge that I have received a copy of the Governor’s Institute on Substance Abuse Employee Handbook and understand that it sets forth the terms and conditions of my employment as well as the duties, responsibilities and obligations of my employment with the organization. I understand and agree that it is my responsibility to read the Employee Handbook and to abide by the rules, policies and standards set forth in the Employee Handbook.

I also acknowledge that my employment with Governor’s Institute on Substance Abuse is not for a specified period of time and can be terminated at any time for any reason, with or without cause or notice, by me or by the organization. I acknowledge that no oral or written statements or representations regarding my employment can alter the foregoing. I also acknowledge that no manager or employee has the authority to enter into an employment agreement – express or implied – providing for employment other than at-will.

I also acknowledge that, except for the policy of at-will employment, the organization reserves the right to revise, delete and add to the provisions of this Employee Handbook. All such revisions, deletions or additions must be in approved by the Board. No oral statements or representations can change the provisions of this Employee Handbook. I also acknowledge that, except for the policy of at-will employment, terms and conditions of employment with the organization may be modified at the sole discretion of the organization, with or without cause or notice, at any time. No implied contract concerning any employment-related decision, term of employment or condition of employment can be established by any other statement, conduct, policy or practice.

I understand that the foregoing agreement concerning my at-will employment status and the organization’s right to determine and modify the terms and conditions of employment is the sole and entire agreement between me and Governor’s Institute on Substance Abuse concerning the duration of my employment, the circumstances under which my employment may be terminated and the circumstances under which the terms and conditions of my employment may change. I further understand that this agreement supersedes all prior agreements, understandings and representations concerning my employment with the organization.

If I have questions regarding the content or interpretation of this Employee Handbook, I will bring them to the attention of the Operations and Benefits Manager or a member of the management team.

Employee Signature

Date

Supervisor Signature

Date