**PERSONNEL POLICIES, PRACTICES AND PROCEDURES**

ECONOMIC DEVELOPMENT BOARD

FOR TACOMA-PIERCE COUNTY

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**PERSONNEL POLICIES, PRACTICES AND PROCEDURES**

**I – INTRODUCTION**

The Economic Development Board for Tacoma-Pierce County (EDB) is a private, non-profit corporation

registered in the State of Washington. Ultimate authority for management of the organization rests with the Board of Directors; however, much authority has been delegated to the Executive Committee.

**II – PURPOSE**

The purpose of these personnel policies, practices and procedures is to provide general administrative procedures and guidelines to implement the personnel policies established by the Economic Development Board. This document is not to be construed as a contract nor as a covenant of employment. This document sets forth the policies and procedures that are to be followed in order to provide reasonable assurance that personnel issues will be dealt with on a consistent, fair and uniform basis. This document is designed to inform employees about EDB policies and procedures and provide supervisors with information necessary to administer these policies, practices and procedures. The EDB may revise its personnel policies, practices and procedures without prior notice; however, employees will receive written notice of such revisions.

**III – ORGANIZATION**

The Executive Committee of the Economic Development Board hires, supervises, evaluates and terminates the president and approves personnel policies, practices, and procedures. The president is responsible for the day-to-day management of the Economic Development Board. The president hires, supervises, evaluates and terminates all other EDB employees. The president recommends changes in personnel policies, practices, and procedures to the Executive Committee.

**IV – CLASSIFICATION**

The EDB will assign all positions to job classifications based on duties, difficulty of work, level of responsibility, experience and education requirements, and other factors relating to job content for the purpose of describing work. Job descriptions will be interpreted in their entirety and in relation to other job descriptions. Particular phrases or examples are not to be isolated and treated as a full definition of the position. Job descriptions are general descriptions and explanations of the kind of work performed and are not a limitation on the duties which may be assigned.

**V – EMPLOYEE RECRUITMENT AND SELECTION**

1. **Equal Employment Opportunity**

The EDB is an equal opportunity employer and complies with all federal, state and local laws which prohibit discrimination in employment. It is the responsibility of the EDB and all employees to ensure that there is no discrimination based on race, color, national origin, religion, sex, protected age groups, handicap or other protected status.

1. **Recruitment**

The Executive Committee or its designee is responsible for recruiting applicants for the position of president. The president is responsible for recruiting qualified applicants to fill all other vacant positions. Recruitment may include such techniques as notifying the state Employment Security Department, other economic development organizations, private employment agencies, or newspaper advertisements. All job announcements and advertisements shall include the statement that the EDB is an equal opportunity employer.

1. **Selection**

The president is hired by the Executive Committee or its designee. The president hires all other staff members. Selection is made on the basis of qualifications, experience, abilities and satisfactory references. All statements made in resumes, applications, and interviews are regarded as factual and false statements constitute grounds for subsequent termination for cause. The employment process will include the rating of applicant's resumes and selection of a final candidate or candidates. Included will be a personal interview of one or more final candidates, verification of education, experience and other references as deemed necessary. Writing samples and written exams may be required of applicants depending on the nature of the position. All selection devices will measure bonafide occupational requirements. Applicants may be required to satisfactorily complete a medical examination prior to employment at the employer's expense.

1. **Offer of Employment**

A verbal offer of employment will be made by the president to the most qualified candidate. The offer will include a statement of position title, salary, anticipated date of employment, and any other conditions relating to the offer. Upon verbal acceptance, a confirming letter will be sent to the successful candidate. A reply letter accepting the employment offer is then expected. Failure to report on the effective date of the employment offer or to provide proof of United States citizenship or the appropriate work visas as required by federal law may nullify the appointment. All other candidates will be notified that the position has been filled.

**VI – EMPLOYEE BENEFITS**

1. **Medical Insurance (amended January 2018 to include both Group and Individual options due to fluctuations in the market)**
2. Group medical insurance will be provided for all EDB employees who have been employed full-time for at least one full month. Premiums for EDB employees will be paid by the EDB. Coverage for spouse and dependents is optional. The cost of that coverage will be borne by the employee through payroll deduction. Enrollment of spouse and/or dependents must be done at time of initial employment or only at the annual plan anniversary date. The EDB will not be responsible for providing medical insurance during any pre-eligibility periods which are imposed by the insurance carrier.

The EDB will not be responsible for pre-existing medical conditions or other exclusions from the medical insurance coverage it provides. Example: If the employee begins work on January 1, his policy will be effective February 1. However, if the employee begins work on January 15, his policy will not be effective until March 1. This rule is established by the carrier, per contract.

Subject to the terms and conditions of the EDB's medical insurance carrier, the employee has the right to continue the coverage at his/her own expense for ninety (90) days after leaving the EDB. Due to the small number of EDB employees, individuals departing employment are not eligible for COBRA conversion.

1. As an alternative to Group medical insurance, the EDB may provide a medical insurance subsidy will be provided for all EDB employees who have been employed full-time for at least one month. The subsidies will allow each employee to purchase his or her own insurance on the market. Coverage for spouse and dependents is not subsidized by the EDB. The level of subsidy will be adjusted annually, if necessary, with the goal of ensuring that the EDB offers staff the ability to purchase insurance that is largely comparable to the “gold level” available on the market.
2. **Dental Insurance**

A dental insurance policy will be provided for all EDB employees who have been employed full-time for at least one full calendar month. Coverage for spouse and dependents is optional. The cost of coverage will be borne by the employee through payroll deduction. The only time available to enroll a spouse and/or dependents other than at the time of employment is the annual plan anniversary date. The EDB will not be responsible for providing dental insurance during any pre-eligibility periods which are imposed by the insurance carrier. The EDB will not be responsible for pre-existing medical conditions or exclusions from the dental insurance coverage it provides.

1. **Life Insurance**

The EDB will provide term life insurance for each full-time employee who can provide proof of insurability to our carrier and whom the carrier has accepted, in an amount equal to one and a half times the employees annual salary to the nearest $100. The employee will be covered one month after date of employment provided the employee has provided proof of insurability and the carrier has accepted the policy. Coverage or refusal is at the carrier's discretion.

1. **Disability Insurance**

The EDB will provide disability insurance for each full-time employee who has furnished our carrier with proof of insurability and whom the carrier has accepted, in an amount equal to one half times the salary level. Currently, the period of disability before benefits can begin is ninety (90) days.

1. **Industrial Insurance**

Industrial insurance is provided for all employees entitled to industrial insurance under state law. In the event of injury or occupational disease, the employee should report such a condition to the supervisor as soon as possible regardless of time loss. An application form for workmen's compensation should be filed in accordance with Labor and Industries' requirements. Should an employee apply for time loss compensation and the claim is then or later denied, annual or sick leave may be applied.

1. **Employment Security Tax**

All EDB employees are covered for unemployment under the regulations and limitations of the Washington State Employment Security System.

**G.** **Parking**

The EDB will provide paid parking at the monthly going rate for full-time employees. Parking will also be paid for interns while working for the EDB. Any employee using public transportation, rather than driving a personal vehicle, will be reimbursed the actual cost incurred for public transportation on a monthly basis not to exceed the cost of parking. The EDB does not guarantee that a parking space will be available in the designated parking area even though a permit has been issued. In lieu of paid parking employees may elect to receive a monthly bus pass.

1. **Holidays**

Full-time employees are entitled to the following paid holidays:

New Year's Day January 1

Martin Luther King's Birthday Third Monday in January

President's Day Third Monday in February

Memorial Day Last Monday in May

Independence Day July 4

Labor Day First Monday in September

Veteran's Day November 11

Thanksgiving Day Fourth Thursday in November

Day after Thanksgiving

Christmas Day December 25

Whenever the designated holiday falls on Saturday, the preceding Friday shall be observed as a holiday. Whenever the designated holiday falls on a Sunday, the following Monday shall be observed as a holiday. When the designated holiday falls during scheduled leave of an employee, the employee shall be entitled to an additional day of annual leave. A full-time employee will be paid for a holiday, if the date of employment precedes the holiday and the employee works both the day immediately preceding and the day immediately following the holiday.

1. **Pension Plan**

Each full-time EDB staff person is eligible for the EDB's pension plan beginning in calendar year 1989. The plan in a SEP/IRA with contributions from the EDB to be made at the end of each month based on 7 percent of each eligible employee's gross salary. All contributions are fully vested. Each employee is responsible for the investment management of his or her individual plan and the EDB is not responsible outside of making the monthly contributions to the plan. The EDB will pay the annual administrative fee of the plan for all current EDB employees.

Employees shall become eligible for the pension plan after completing six months of employment with the EDB. At the conclusion of this six-month period, the initial EDB contribution to that individual's plan shall be 7 percent of the cumulative gross salary to date, with monthly contributions made thereafter.

1. **Annual Leave**

Each full-time employee will be entitled to annual leave. Annual leave is accrued monthly from date of employment and is based on rates determined by the length of employment.

1, Zero through Five Years - 10 days per year

2. Six through Ten Years - 15 days per year

3. Over Ten Years - 20 days per year

Annual leave vests and may be used after six months of employment. (Prior to that any time taken will not be compensated. Permission for uncompensated leave is required to be in writing from the president.) Any annual leave accrued at the time of termination of employment will be compensated to the employee providing the employee has worked a minimum of six months full-time for the EDB. Employees not working at least six months will not be compensated for leave time accrued.

Annual leave may be taken only in increments of 4 hours or more. Requests for use of annual leave should be filed not later than one week prior to the scheduled date of leave requested. Requests must have the approval of the president in writing prior to taking any requested leave. An employee is encouraged to use his annual leave. However, an employee shall be allowed to accumulate and carry forward leave in an amount up to one and one/half (1 1/2) his current annual leave, but in any event no more than 30 days annual leave may be accrued. Leave in excess of one and one/half times (1 1/2) the employee's current annual leave cannot be accumulated and is automatically forfeited unless special provisions have been approved in advance in writing, including designated dates of use. Special provisions may include accumulating time for an extended period of absence due to anticipated medical needs or an extended vacation which has been planned. When an employee subsequently learns that the special provision will not be necessary, he must take the extra annual leave within 60 days of determination that the need no longer exists.

1. **Sick Leave**

Sick leave for all full-time employees accrues upon employment at the rate of 6.64 hours or .83 days per month. An employee may accumulate up to 90 days of sick leave. Sick leave is intended to be used by the employee for illness not as supplemental annual leave or holiday. Any employee using sick leave for annual leave or holiday will forfeit all accrued sick leave. Sick leave may be used after six months of regular employment. Any absence prior to six months will not be compensated. At its discretion, the Executive Committee may provide exceptions to sick leave policy in cases of serious illness or hospitalization. Sick leave is not payable upon departure from EDB employment. Personnel evaluations will be impacted by abuse of sick leave.

**L. Prorated Benefits (30+ hours)**

An EDB employee regularly and consistently scheduled to work thirty (30) or more hours per week shall be entitled to the full benefits outlined in sections A through I and prorated benefits contained in sections J and K as described under Employee Benefits.

**M. Prorated Benefits (20–30 hours)**

At the discretion of the president, an EDB employee regularly and consistently scheduled to work twenty (20) or more hours per week shall be entitled to prorated benefits as contained in sections A, B, H, J, and K under Employee Benefits. Said employees shall be entitled to full benefits under sections C, D, E, F, G, and I outlined in Employee Benefits.

**VII – LEAVE POLICIES**

1. **Bereavement and Serious Illness in Immediate Family**

Should an employee's parent, spouse, sibling, or child be taken seriously ill (major surgery, life-threatening illness) or die, the employee may be granted up to 3 days leave with pay in a calendar year. For any additional time needed, the employee will be granted time off but the use of annual or sick leave will be necessary until the same are exhausted. If no annual or sick leave has been accrued or if it has been used, the additional time will not be compensated. The president, or in the case of the president the Chair, has authority to extend additional compensated leave to take into account individual circumstances.

**B. Jury Duty Leave**

An employee will be allowed leave with pay to serve as a member of a jury. This leave is in addition to annual or sick leave. Any compensation received by an employee from jury duty shall be credited against the pay normally received from the EDB for the period the employee serves on jury duty. (Example: Jury duty pay is $25 per day. The employee is paid by the EDB $80 per day. The EDB would reduce the pay received by the employee from the EDB by the $25 per day of jury duty.)

1. **Military Leave**

An eligible employee who is a member of the Washington National Guard or any organized reserve of the armed forces of the United States and required by such membership to be on active duty for training purposes will be allowed fifteen (15) consecutive calendar days of military leave during each calendar year.

For all days missed during this fifteen (15) day period which would have been the employee's regularly scheduled day(s) to work, the employee will be paid his or her regular rate of pay. Employees must submit a copy of their official orders to their immediate supervisor in order to be paid. This provision does not apply to R.O.T.C. training.

In addition, an employee will be allowed a leave of absence without pay and without loss of position for training purposes in excess of fifteen (15) consecutive calendar days or for active duty enlistment not to exceed four (4) years.

The employee will be eligible for reinstatement provided the employee: 1) is able to perform the duties of the former position and, 2) his/her application for reinstatement is received by the EDB within ninety (90) days after termination of the employee's period of active duty or period of hospitalization continuing after discharge for a period of not more than one (1) year.

Any compensation received by an employee while on military leave will be deducted from compensation normally received from the EDB (See jury duty example).

All matters relating to military leave will be handled in accordance with applicable state and federal law.

1. **Leave Without Pay**

Any employee may request leave without pay for other reasons such as education or health conditions. The request must be submitted in writing to the president. Such permission is entirely discretionary on the part of the president based on the good of the organization in light of the EDB's mission and purpose. Any employee failing to return to work within the specified time period will be considered self-terminated and the position will be considered vacant. Extended periods of leave without pay, more than two (2) weeks in any year, will cause the employee's anniversary date to be adjusted accordingly.

1. **Maternity Leave**

Eligible employees may request maternity leave. This policy supplements the general sick leave provision to accommodate an employee's need for leave during and after pregnancy. Requests for time off for any period of disability associated with pregnancy or childbirth will be handled like any other medical disability leave. To the extent that sick leave has been accrued by the employee, pregnancy disability leave will be on a paid basis.

For purposes of this policy, pregnancy disability is defined as a temporary illness or impairment caused or contributed to by pregnancy, miscarriage, termination of pregnancy, childbirth, or recovery from any of these situations that prevents the employee from performing normal job duties.

It has been the EDB's experience that physicians will normally certify that a woman is disabled shortly before her due date and continuing for a period ending about six weeks after birth. The actual period of disability will need to be certified by the treating physician to the EDB, just as are other types of temporary disabilities.

Employees returning from a pregnancy disability leave will be allowed to return to their same job or similar job of like pay and status, so long as they have been absent from work only for the period of actual physical disability.

Any request for time off either before or after the birth of a child and during a period of non-disability will be handled as a request for leave without pay. This leave will be granted to the extent of one (1) week for each year of employment with the EDB. On a discretionary basis, the EDB president may permit additional leave without pay.

1. **Other Leave**

The president may grant leave at his/her discretion with or without pay to any staff member for reasons not covered by other types of leave.

**VIII – HOURS OF WORK AND COMPENSATION**

1. **Hours of Work Defined**

The normal workweek for the EDB is Monday through Friday. The normal workday consists of 8 working hours. Lunch will be one hour in length. The eight-hour workday may take place beginning between the hours of 7:00 and 8:30 a.m. and ending between 4:00 and 6:00 p.m. Employees are assumed to work from 8:00 a.m. to 5:00 p.m. with a one-hour lunch unless they have notified their supervisor in writing that they are adopting other normal hours of work within the guidelines of this paragraph. The employee must notify his supervisor of any change to the normal workday. By special permission, subject to the discretion of the president, additional flexibility in working hours may be provided to accommodate such employee needs as day care, physical fitness, or continuing education.

An employee or his representative will report to the office manager that he will be absent by 9:00 a.m. each day of absence. Should the employee be absent more than 3 consecutive days, a doctor's report will be necessary for use of sick leave. If for three (3) days in succession the EDB receives no notification of the employee's absence or justification, the employee is understood to have abandoned the job and termination is automatic and immediate.

The office will close in an emergency situation only at the discretion of the president, or in his absence, by the person designated to act in his behalf. An emergency situation may develop from adverse weather conditions, disaster or flood.

If the office is open during these situations, staff persons are expected to report to work if public transportation is available or private transportation routes are passable. Only where staff is isolated or where public transportation lines are not available will time be allowed off for emergency situations.

**B. Pay Periods**

All staff receive their payroll checks on the 15th and last day of the month. When the 15th or the last day of the month falls on a Saturday, Sunday or holiday, staff persons will receive their payroll checks on the last working day prior.

1. **Advance of Payroll**

Advances of payroll are allowed only under very extreme circumstances and must be authorized by the president in writing prior to release of the funds.

1. **Overtime (Support Staff Only)**

No overtime shall be paid unless such overtime was authorized in writing by the employee's supervisor prior to working any additional time. This rule is strictly adhered to and NO exceptions will be made. Overtime will be authorized only when it is deemed that the employee cannot complete the project within the normal business day or the period assigned due to conditions beyond the employee's control and that rescheduling of priorities or reassignment of tasks cannot be used to avoid the need for overtime.

Should overtime occur, the employee shall be compensated at a rate of 1 and 1/2 times the normal annual hourly rate for time actually worked over 40 hours per week. For determination of a 40 hour week, one calendar week will be used (Sunday through Saturday). Example: The employee works 10 hours on Monday and is then ill on Tuesday. This employee would not be paid overtime for the 2 hours extra on Monday because a total of only 34 hours were actually worked during the week. The same policy would apply if Tuesday had been a holiday.

Payment of the overtime may be made in the pay period following the pay period in which the overtime was worked in order to provide the EDB time to prepare payroll.

1. **Overtime (Managerial & Professional Staff)**

Overtime will not be paid to those employees deemed to be managerial or professional employees of the EDB. Managerial and professional employees are compensated at higher pay levels, based on their expertise, their level of responsibility, and their total contribution to the organization, as opposed to pay being based on the number of hours worked.

Only in extreme circumstances will additional compensatory time off be granted, at the discretion of the president. One exception applies to overnight weekend business travel. An employee who is out of town on EDB business on a Saturday or Sunday (during the bulk of the 8:00 to 5:00 day) will be credited with one day of compensatory time for each such day. The compensation day(s) must be scheduled as soon as possible by mutual agreement with the president.

1. **Wage Adjustments**

**Annual** - The EDB is committed to maintaining compensation rates that are competitive in the community and the same industry while recognizing the impact of cost of living increases. The EDB conducts a review of compensation rates and cost of living indicators each year. Following this review, the EDB evaluates the feasibility of an annual wage adjustment. The EDB has complete discretion to determine if, when, on what basis and in what amount an annual adjustment will be awarded. Such adjustments will occur at the beginning of each fiscal year.

**Trial Period Completion** - Upon successful completion of their trial period an employee is eligible for a wage adjustment as determined by the president.

**G. Reimbursable Costs**

1. Travel - All travel outside the three (3) county area – Pierce, King and Thurston – is subject to prior approval by the president. The EDB pays or reimburses all employee expenses for transportation, lodging, meals and other necessary expenses associated with the business purpose of the travel. Personal expenses during travel are expected to be borne by the employee. The EDB policy is to avoid expensive hotels and meals in preference for those of moderate price. Spending EDB money as you would your own is good advice and common sense is the best rule of thumb. Great reliance is placed on an individual employee's judgment until it is learned that such trust is misplaced.

During travel, the EDB will pay the cost of one phone call per day to the employee's home to lessen the disruptive impact of travel on the employee and his or her family.

1. Mileage Reimbursement - When an employee uses his or her personal vehicle for EDB business, the EDB will reimburse the employee at the rate allowable under federal tax law. Requests for mileage reimbursement are required to be made with the submission of a travel and expense voucher.
2. Entertainment, Luncheons and Meetings - Entertainment, luncheon, and meeting costs, and other incidental costs which are borne by EDB employees in the course of pursuing their professional and managerial responsibilities, are reimbursable. When in doubt as to the appropriateness of an expense (in terms of reimbursement), employees are advised to seek the approval of the president prior to incurring the expense.

Reasonable expenses, including meals related to hosting or recruiting a company, are reimbursable expenses. The level of expenditures per meal, what individuals are included in the meal, and the number of meals paid by the EDB per client must be reasonable and in proportion to the value of the event, the client, and be mindful of the funds available. Lunches, dinners, etc. between employees are disallowed IRS expenditures and will not be reimbursed by the EDB. Expenses which include a spouse/friend are disallowed business expenses and will not be paid by the EDB.

1. All expenditures must be accompanied by a receipt with the applicable information included regarding the amount, date, place and business purpose of the expense. In addition, entertainment expenses must include the type of entertainment and the person or persons entertained. The above information must be provided in order to receive reimbursement.

Employees must return to the EDB any unspent advances or allowances within 120 days after the expense is paid or incurred.

Expense reports are required to be submitted within 60 days of being incurred and expense items more than 60 days old are not reimbursable.

**IX – PERFORMANCE REVIEWS**

Performance reviews will be conducted upon an employee's completion of his/her initial period and annually thereafter. A review will also be given within ninety (90) days after a transfer or a change in an employee's job classification. The purpose of a review is to communicate expected standards of performance, discuss work standards, areas where improvement is needed, career development potential and possible opportunities. Reviews will be conducted in a private meeting between employees and their immediate supervisors. Employees will be allowed to see and sign the review and receive a copy.

**X – EMPLOYEE CONDUCT**

1. **Conflict of Interest**

Employees of the EDB are discouraged from starting other businesses or securing other employment in addition to their position at the EDB. The nature of the work done at the EDB often requires professional and managerial staff members to attend meetings after normal office hours. In addition, the sensitive and confidential nature of our business demands that we avoid not only conflicts of interest but also the appearance of possible conflicts of interest. Should an employee desire to secure outside employment or to start a business or to make a major investment in real property in Pierce County other than for residential uses, he or she is required to obtain permission in writing from the president. Such determination of consistency and/or avoidance of conflict of interest, actual or perceived, shall be made in strict confidence by the president, in consultation with others as needed and as agreed upon by both the president and the employee.

1. **Acceptance of Business Gifts**

Employees are generally discouraged from accepting gifts in connection with their employment. The practice of accepting gifts is frowned upon because of the appearance of impropriety and the potential of favoritism toward the gift giver. It is acceptable, in the context of a business meeting, for employees to permit someone else to pay for their meal; this balances out over time and the EDB pays for as many business meals for others as others may purchase for its employees. Small remembrances (under $20 value) of the type that businesses often exchange with their friends and customers during the holidays and at other appropriate times are also acceptable. Anything beyond that or anything that raises doubts in your mind, should be discussed with the president. If you rely on your own judgement in these matters, you will be held strictly accountable for the consequences of that judgment.

1. **Personal Checks**

Personal checks will not be cashed through the use of petty cash.

1. **Use of Telephones**

The telephone should not be used to conduct routine personal business. This does not mean, of course, that an employee cannot accept or make a personal call on a work-area phone. However, personal calls should be limited in number and length. No long distance personal calls shall be made at EDB expense. Should a long distance call be necessary during business hours, an employee shall have the charges placed on their personal phone number.

1. **Use of E-mail, Voice Mail and Internet Access**

All electronic and telephone communication systems are the property of the EDB regardless of password protections and as such are to be used for job related communications. Electronic and telephone mail is not necessarily private communication and the EDB reserves the right to monitor use of its information systems as business interests dictate. While messages of a social nature are not prohibited, routine personal communications should be limited.

Use of the Internet by employees is encouraged for the purpose of furthering the EDB's mission. This privilege may be revoked at any time for inappropriate conduct. The EDB reserves the right to monitor Internet activities. Failure to abide by the email, voice mail and internet access policy could result in disciplinary action up to and including termination.

1. **Smoking Policy**

It is the policy of the EDB that no smoking is permitted within the main office, staff offices or conference rooms. This policy was developed with a health focus for smokers and nonsmokers. The purpose of this policy is to provide a safe and healthy work environment for EDB employees. An employee who smokes is eligible to apply in advance for reimbursement of up to 80 percent of the cost of course work or clinical programs designed to help the employee to stop smoking. An employee who exercises this option and who does not smoke for a full 12-month period may apply for reimbursement of the remaining 20 percent of costs. All such funds are required to be repaid to the EDB, and may be deducted from wages of an employee who subsequently smokes, during either personal or business hours while employed by the EDB.

1. **Sexual Harassment Policy**

Sexual harassment is prohibited and immediate corrective action will be taken if there is evidence of such behavior.

Sexual harassment refers to any repeated and unwelcome behavior such as gesturing, joking, stereotypic labeling, making derogatory comments, or otherwise commenting about a person's sexual activity, making sexual advances, and any other verbal or physical contact or conduct of a sexual nature.

It is against the EDB's policy and is also illegal for any associate, male or female, to harass another associate by making unwelcome sexual advances, requesting favors or other verbal or physical conduct of a sexual nature as a condition of any employee's employment; using an employee's submission to or rejection of such conduct as the basis for or as a factor in any employment decision affecting the individual; or otherwise creating an intimidating, hostile, or offensive working environment by such conduct.

The creation of an intimidating, hostile, or offensive working environment may include such actions as persistent comments on an associate's sexual preferences or the display of obscene or sexually oriented photographs or drawings. However, conduct or actions that arise out of consensual personal or social relationships and that are not intended to have a discriminatory employment effect may not be viewed as harassment. The president, in consultation with the Executive Committee, will determine whether such conduct constitutes sexual harassment, based on a review of the facts and circumstances of each situation.

All employees, including supervisors and managers, will be subject to severe discipline, up to and including discharge, for any act of sexual harassment committed.

Employees who feel they are being sexually harassed are to report the harassment to their supervisor immediately. If the employee's supervisor is the source of the alleged harassment, the employee will report the problem to the president or the chair of the board of the EDB.

Supervisors and managers who receive a sexual harassment complaint are to contact the president or the chair of the board of the EDB. The complaint will be thoroughly investigated and corrective action taken.

No employee will be subject to any form of retaliation or discipline for pursuing a sexual harassment complaint.

1. **Initial Trial Period**

All employees are subject to an initial trial period of six months of employment. The period shall be used for the effective adjustment of the employee and to give supervisors the opportunity to observe the employee to see if they are properly suited for the position. The president may extend the trial period up to an additional six (6) months.

1. **Employment at Will**

Continued employment is at the EDB's discretion. Neither employees nor the EDB are obligated to any specified term of employment. Employees may leave employment at any time or be terminated at any time, for any reason, at the discretion of the individual employee or the EDB.

The EDB is not able to guarantee employment for any specified length of time. Periodically, it may be in the best interest of the EDB to terminate employees on either an individual basis or during a reduction of the work force. The EDB reserves the right to make these decisions at its sole discretion.

In a like manner, any employee may elect to terminate his or her employment with the EDB at any time, subject to the reasonable notice requirements found elsewhere in these policies.

No manager or other representative of the EDB has any authority to make any statement or provide any assurance of job security, a fixed term of employment, or continued employment to applicants or to any associates. This policy of employment and termination at will may be departed from only by a written contract of employment duly signed by either the president or (in the case of the president) by the chair of the EDB board.

**XI – EMPLOYMENT SEPARATION**

Various types of separation are described below. These descriptions are illustrative only and do not limit the employer's or employee's rights to termination at will.

1. **Resignation**

An employee who voluntarily resigns is requested to provide at least two calendar weeks notice. Managerial and professional staff are encouraged to provide at least one calendar month notice. Such resignations should be made in writing though advance verbal notice of resignation is appreciated. Under unusual and exceptional circumstances an employee may, at the discretion of the EDB, be permitted to submit a letter of voluntary immediate resignation.

1. **Layoff**
2. Employees may be laid off due to lack of funding, lack of work, changes in the structure of the organization or modification of the type of work performed resulting in a change of job classification.
3. The order in which employees are laid off will be determined by the president based on the needs of the organization and in light of its purposes and mission.
4. Employees will receive two or more calendar weeks notice prior to layoff unless such notice is not financially feasible.
5. Employees who are laid off due to reorganization are encouraged to apply for any new positions which may be created as a result of the reorganization; however, no right to continued employment exists nor is preferential consideration implied or promised.

**C. Termination for Cause**

Employees may be terminated for cause. Among the causes for which an employee may be terminated are violation(s) of these personnel policies, poor or inadequate performance, insubordination, and misconduct; however, these personnel policies do not define all negative behaviors for which employment may be terminated. In matters of termination for cause the EDB will rely upon the broadest legal interpretation of its rights as an employer, including its right to termination of employment at will.

Terminations for cause are made by the president (or the Executive Committee, in the case of the president). The employee's immediate supervisor will be consulted prior to termination for cause. No notice is required prior to termination for cause. Employees do not have a right to be placed on probation prior to termination for cause. Probationary employment may be utilized at management's discretion. In matters of termination for cause, the employee may be required to remove all personal effects from EDB offices and to return keys and other EDB property on the day of termination. Management may, at its option, provide notice prior to dismissal or severance pay or neither in connection with termination based on poor or inadequate performance.

**XII – DEFINITIONS**

**Managerial** or **Professional Staff**: Employees of the EDB who have managerial or professional responsibilities are classified as members of the managerial or professional staff. The employees:

* Manage other employees; or
* Manage the financial resources of the organization; or
* Manage special projects ("cases") including the management of board members, business and civic leader volunteers, or other staff members who are assisting in special projects or cases.

Managerial and professional staff are compensated on a monthly basis reflecting the nature and extent of their responsibilities. These positions are exempt from coverage under the Fair Labor Standards Act.

**Support Staff**: All employees who are not "managerial" or "professional staff" are defined to be "support staff." The primary duties of these employees will be in such functional areas as: reception, typing, filing, bookkeeping, data-entry, meeting planning, scheduling, and other related activities. Support staff are

compensated based on their monthly salary plus any overtime worked at one and one half times their hourly rate. These positions are not exempt from coverage under the Fair Labor Standards Act.

**Full-time**: Any person who works on a regular basis a 40-hour workweek for the EDB and is past the six-month probationary period. All full-time employees are accorded the full benefits and privileges of EDB employment.

**Part-time**: Any person who works a regularly scheduled workweek of less than 40 hours per week. Part-time employees are not eligible for employee benefits unless otherwise stated in these policies.