

# **Team Member Handbook**

Effective January 1, 2023

Changing Lives through the Power of Work.

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#### **Core Policies**

## 1.0 Welcome

## 1.1 A Welcome Policy

Welcome to Goodwill Houston where we are changing lives through the power of work! You have just joined a dedicated organization. We hope that your employment with Goodwill Houston will be rewarding and challenging. We take pride in our team members as well as in the products and services we provide.

Goodwill Houston complies with all federal and state employment laws, and this handbook generally reflects those laws. The organization also complies with any applicable local laws, although there may not be an express written policy regarding those laws contained in the handbook.

The employment policies and/or benefits summaries in this handbook are written for all team members. When questions arise concerning the interpretation of these policies as they relate to team members who may be covered by a collective-bargaining agreement, the answers would be determined by reference to the actual union contract, rather than the summaries contained in this handbook.

Please take the time now to read this handbook carefully and ask your supervisor or Human Resources if you have any questions. Sign the acknowledgment at the end to show that you have read, understood, asked any questions, and agree to the contents of this handbook, which sets out the basic rules and guidelines concerning your employment. This handbook supersedes any previously issued handbooks or policy statements dealing with the subjects discussed herein. Goodwill Houston reserves the right to interpret, modify, amend or supplement the provisions of this handbook at any time. Neither this handbook nor any other communication by a management representative or other, whether oral or written, is intended in any way to create a contract of employment. Please understand that no employee handbook can address every situation in the workplace.

If you have questions about your employment or any provisions in this handbook, contact Human Resources.

We wish you success in your employment here at Goodwill Houston!

All the best,

Steve P. Lufburrow, President & CEO Goodwill Houston

## 1.2 At-Will Employment

Your employment with Goodwill Houston is on an "at-will" basis. This means your employment may be terminated at any time, with or without notice and with or without cause. Likewise, we respect your right to leave the organization at any time, with or without notice and with or without cause.

Nothing in this handbook or any other Goodwill Houston document should be understood as creating a contract, guaranteed or continued employment, a right to termination only "for

cause," or any other guarantee of continued benefits or employment. Only the Executive Staff has the authority to make promises or negotiate with regard to guaranteed or continued employment, and any such promises are only effective if placed in writing and signed by the President/CEO.

If a written contract between you and Goodwill Houston is inconsistent with this handbook, the written contract is controlling.

Nothing in this handbook will be interpreted, applied, or enforced to interfere with, restrain, or coerce employees in the exercise of their rights under Section 7 of the National Labor Relations Act.

## 2.0 Introductory Language and Policies

## 2.1 About the Company

Goodwill Industries was founded in Boston, Massachusetts in 1902, by a Methodist minister named Edgar J. Helms. He was driven to create a not-for-profit system that could employ people who were not able to get jobs elsewhere, giving them "not charity but a chance." It is this foundation that all local Goodwill organizations have been built on ever since.

Goodwill Industries of Houston was founded in 1945. Goodwill Houston was established through the vision and inspiration of W.C. Morris, Sr. and the Rotary Club of Houston. Headed by Executive Director Dorothy Rice Ewell, Goodwill opened its barrier-free doors at 201 San Jacinto Street (where the Court of Family Law building now stands).

Six years later, Goodwill moved to the corner of Smith and Prairie (where the Alley Theatre is now located).

In 1965, Goodwill Houston purchased a large section of land in Houston's Fifth Ward at 5200 Jensen Drive to serve as its new main campus. The location also included a print shop, dental clinic, fulfillment center, cafeteria, and incorporated the largest Goodwill store in Texas.

In 1986, with more than twenty years of service as CEO, Bill Lufburrow passed away suddenly due to a heart attack. After a thorough search by the Board of Directors, Steve Lufburrow was named President & CEO.

Under Steve's leadership, Goodwill continued expanding not only its number of stores and donation centers, but the programs offered and the people it could serve. As Goodwill Houston entered the 21st century, it became clear that a new space was needed. Goodwill Houston moved to 10795 Hammerly in 2005 where it saw five years of strong growth. By fall of 2011, Goodwill was able to secure a larger space at 1140 West Loop North.

Today, Goodwill Houston proudly operates in eight Texas counties from over 100 locations. Though the needs of the community have changed, Goodwill Houston's commitment to serving individuals with barriers to employment and giving them the opportunity to thrive has not. Even after the 2020 closure due to the pandemic, Goodwill Houston is thriving and stronger than ever.

# 2.2 Goodwill Houston Identity Language PURPOSE/MISSION

We change lives through the power of work.

We educate, train, and hire individuals with barriers to employment to help them thrive. We connect people, families, and communities to improve lives and to meet the workforce needs of today and tomorrow.

#### **VISION**

Leading change. Connecting people. Improving potential. For the future of work.

#### **WORDS WE LIVE BY**

Integrity: We do the right thing and people trust us to keep our word.

**Compassion:** We listen, understand, energize, and inspire others.

**Excellence:** We are committed to exceeding expectations.

**Innovation:** We embrace transformation in our never-ending quest to find new and better ways to change lives.

**Unity:** We are one team with one purpose.

**Passion:** We find great joy by changing lives for the better every day.

## 2.3 Ethics Code

Goodwill Houston will conduct business honestly and ethically wherever operations are maintained. We strive to improve the quality of our services, products, and operations and will maintain a reputation for honesty, fairness, respect, responsibility, integrity, trust, and sound business judgment. Our Managers and Team Members are expected to adhere to high standards of business and personal integrity as a representation of our business practices, always consistent with their duty of loyalty to Goodwill Houston.

We expect that officers, directors, and team members will not knowingly misrepresent Goodwill Houston and will not speak on behalf of the organization unless specifically authorized. The confidentiality of trade secrets, proprietary information, and similar confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, customer lists, etc.) about Goodwill Houston or operations, or that of our customers or partners, is to be treated with discretion and only disseminated on a need-to-know basis (see policies relating to privacy).

Violation of the Code of Ethics can result in discipline, up to and including termination of employment. The degree of discipline imposed may be influenced by the existence of voluntary disclosure of any ethical violation and whether or not the violator cooperated in any subsequent investigation.

#### 2.4 Code of Conduct

The following core values and code of conduct communicate our general guidelines and influence how Goodwill Houston will be perceived as an organization. By demonstrating these core values and adhering to the code of conduct is critical to our success and being the kind of organization of which we can all be proud.

## **Be PASSIONATE about OUR MISSION and SERVICE:**

Be courteous, knowledgeable, respectful and helpful to all customers, Team Members, donors,

and other members of the general public.

Take responsibility for providing exceptional customer service.

Commit to meet or exceed the needs of those you serve.

Model the Core Values of Goodwill Houston.

#### Be KIND and show RESPECT:

Have a positive attitude and smile.

Always be friendly and professional.

Refrain from gossip or talking about others.

Do not insult, harass, bully, or make fun of anyone

Do not use foul or inappropriate language toward an employee.

Always be professional.

Respect everyone for their individualism regardless of their gender, race, ethnicity, culture, national origin, sex, age, sexual orientation, family status, political beliefs, religion, and mental and physical ability.

#### **Act with Ethical INTEGRITY:**

Be honest and adhere to a high standard of moral and ethical principles through your personal and professional behavior.

Deal with people and issues openly, directly, and respectfully.

Do not take anything that does not belong to you.

Respect and protect Goodwill, donor, and customer property. Actively promote the Goodwill Houston brand and our mission.

#### **HONESTY and TRUTHFULNESS:**

Be truthful, factual, honest and accurate in your communication.

Be truthful in all dealings with co-workers, employees, customers, donors, etc.

Do not falsify records, time sheets, paperwork or electronic documentation.

Hold yourself and others accountable.

#### Work as a TEAM and be COMMITTED to Excellence:

Take responsibility for providing exceptional customer service.

Demonstrate a willingness to accept assignments and tasks in a positive manner.

Listen to employees, co-workers, customers, and donors.

Promote teamwork at all times.

Hold yourself accountable for results.

Resolve conflict with others in a friendly and timely fashion.

#### Adhere to all Policies, Procedures and Protocols:

Follow Goodwill Houston's Core Values, Code of Conduct and Policies.

Be professional at all times while in uniform, at company events or while representing Goodwill Houston.

Maintain regular and punctual attendance, including returning from breaks.

Be in uniform and follow the professional appearance standards.

Do not use Goodwill Houston property or donations for personal gain.

Work in a safe and efficient manner at all times.

## 2.5 Diversity, Equality and Inclusion (DEI)

Goodwill Houston is committed to encouraging equality, diversity, and inclusion among our workforce, and eliminating unlawful discrimination.

The aim is for our workforce to be truly representative of all sections of society and our customers, and for each team member to feel respected and able to give their best.

#### The purpose is to:

- Provide equality, fairness, and respect for all in our employment, whether temporary, parttime or full-time.
- Not unlawfully discriminate because of the Equality Act 2010 protected characteristics of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race (including color, nationality, and ethnic or national origin), religion or belief, sex and sexual orientation.
- Oppose and avoid all forms of unlawful discrimination. This includes in pay and benefits, terms and conditions of employment, dealing with grievances and discipline, dismissal, redundancy, leave for parents, requests for flexible working, and selection for employment, promotion, training or other developmental opportunities.

#### Goodwill Houston commits to:

- Encourage equality, diversity, and inclusion in the workplace as they are good practice and make business sense.
- Create a working environment free of bullying, harassment, victimization, and unlawful discrimination, promoting dignity and respect for all, and where individual differences and the contributions of all staff are recognized and valued. This commitment includes training managers and all other Team Members about their rights and responsibilities under the equality, diversity, and inclusion policy. Responsibilities include staff conducting themselves to help the organization provide equal opportunities in employment, and prevent bullying, harassment, victimization, and unlawful discrimination. All staff should understand they, as well as their employer, can be held liable for acts of bullying, harassment, victimization, and

- unlawful discrimination, in the course of their employment, against fellow Team Members, customers, suppliers and the public.
- Take seriously complaints of bullying, harassment, victimization and unlawful discrimination by fellow Team Members, customers, suppliers, visitors, the public and any others during the organization's work activities. Such acts will be dealt with as misconduct under the organization's grievance and/or disciplinary procedures, and appropriate action will be taken. Particularly serious complaints could amount to gross misconduct and lead to dismissal without notice. Further, sexual harassment may amount to both an employment rights matter and a criminal matter, such as in sexual assault allegations. In addition, harassment under the Protection from Harassment Act 1997 – which is not limited to circumstances where harassment relates to a protected characteristic – is a criminal offence.
- Make opportunities for training, development, and progress available to all team members, who will be helped and encouraged to develop their full potential, so their talents and resources can be fully utilized to maximize the efficiency of the organization.
- Decisions concerning staff being based on merit (apart from in any necessary and limited exemptions and exceptions allowed under the Equality Act).
- Review employment practices and procedures when necessary to ensure fairness and update them and the policy to take account of changes in the law.
- Monitor the make-up of the workforce regarding information such as age, sex, ethnic
  background, sexual orientation, religion or belief, and disability in encouraging equality,
  diversity, and inclusion, and in meeting the aims and commitments set out in the equality,
  diversity, and inclusion policy. Monitoring will also include assessing how the equality,
  diversity and inclusion policy, and any supporting action plan, are working in practice,
  reviewing them annually, and considering and taking action to address any issues.

Details of Goodwill Houston's grievance and disciplinary policies and procedures can be found in the Team Member Handbook. This includes with whom a Team Member should raise a grievance – usually to their manger.

Use of Goodwill Houston's grievance and/or disciplinary procedures does not affect a Team Member's right to make a claim to an employment tribunal within three months of the alleged discrimination.

## 2.6 Equal Employment Opportunity "EEO" Statement and Non-Harassment Policy

Goodwill Houston is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is our intent to maintain a work environment that is free of illegal harassment, discrimination, or retaliation because of age (40 and older), race, religion, color, national origin, gender, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information, marital status, AIDS/HIV status, military service, veteran status, or any other status protected by federal, state, or local laws. Goodwill Houston is dedicated to the fulfillment of this policy in regard to all aspects of employment, including but not limited to recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.

Goodwill Houston will conduct a prompt, immediate and thorough investigation of all allegations of discrimination, illegal harassment, or retaliation, or any violation of the EOO Policy in a confidential manner. Goodwill Houston will take immediate and appropriate corrective action, if and where warranted. Goodwill Houston prohibits retaliation against Team Members who provide information about, complain about, or assist in the investigation of any complaint of discrimination or violation of the EEO Policy.

We are all responsible for upholding this policy. You may discuss questions regarding equal employment opportunity with Human Resources.

### Policy Against Workplace Harassment

Goodwill Houston has a strict policy against all types of illegal workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's age (40 and older), race, religion, color, national origin, gender, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information, marital status, AIDS/HIV status, military service, veteran status, or any other status protected by federal, state, or local laws. All forms of illegal harassment of, or by, team members, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

#### Sexual Harassment

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment; (2) submission to, or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

While it is not possible to identify every act that constitutes or may constitute sexual harassment, the following are some examples of sexual harassment:

- Unwelcome requests for sexual favors.
- Lewd or derogatory comments or jokes.
- Comments regarding sexual behavior or the body of another.
- Sexual innuendo and other vocal activity such as catcalls or whistles.
- Obscene letters, notes, emails, invitations, photographs, cartoons, articles, or other written or pictorial materials of a sexual nature.
- Repeated requests for dates after being informed that interest is unwelcome.
- Retaliating against another for refusing a sexual advance or reporting an incident of possible sexual harassment to this organization or any government agency.
- Offering or providing favors or employment benefits such as promotions, favorable evaluations, favorable assigned duties or shifts, etc., in exchange for sexual favors; and
- Any unwanted physical touching or assaults or blocking or impeding movements.

#### Other Illegal Harassment

Other illegal workplace harassment is verbal or physical conduct that insults or shows hostility or aversion towards an individual because of the individual's age (40 and older), race, religion, color, national origin, gender, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information, marital status, AIDS/HIV status, military service, veteran status, or any other status protected by federal, state, or local laws.

Again, while it is not possible to list all the circumstances that may constitute other forms of workplace harassment, the following are some examples of conduct that may constitute workplace harassment:

- The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to the above protected categories;
- Written or graphic material that insults, stereotypes, or shows aversion or hostility towards an
  individual or group because of one of the above protected categories and that is placed

- on walls, bulletin boards, email, voicemail, or elsewhere on our premises, or circulated in the workplace; and
- A display of symbols, slogans, or items that are associated with hate or intolerance towards any select group.

## Reporting Discrimination and Illegal Harassment

If you feel that you have witnessed or have been subjected to any form of discrimination or harassment, immediately notify Human Resources <u>GoodwillCares@goodwillhouston.org</u> or any member of management.

Goodwill Houston prohibits retaliation against Team Members who, based on a reasonable belief, provide information about, complain, or assist in the investigation of any complaint of harassment or discrimination.

We will promptly, immediately and thoroughly investigate any claim and take immediate and appropriate corrective action where we find a claim has merit. To the extent possible, we will retain the confidentiality of those who report suspected or alleged violations of the harassment policy.

Discipline for violation of this policy may include, but is not limited to, reprimand, suspension, demotion, transfer, and discharge. If Goodwill Houston determines that illegal harassment or discrimination occurred, appropriate corrective action will be taken to effectively end the harassment. As necessary, Goodwill Houston may monitor any incident of illegal harassment or discrimination to assure the inappropriate behavior has stopped. In all cases, Goodwill Houston will follow up as necessary to ensure that no individual is retaliated against for making a complaint or cooperating with an investigation.

#### 2.7 Revisions to Handbook

This handbook is our attempt to keep you informed of the terms and conditions of your employment, including Goodwill Houston policies and procedures. The handbook is not a contract. Goodwill Houston reserves the right to revise, add, or delete from this handbook as we determine to be in our best interest, except the policy concerning at-will employment. When changes are made to the policies and guidelines contained herein, we will endeavor to communicate them in a timely fashion, typically in a written supplement to the handbook or in a posting electronically and on company communication boards.

## 3.0 Hiring and Orientation Policies

## 3.1 New Hires and Introductory Periods

The first 90 days of your employment is considered an introductory period. During this period, you will become familiar with Goodwill Houston and your job responsibilities, and we will have the opportunity to monitor the quality and value of your performance and make any necessary adjustments in your job description or responsibilities. Your introductory period with can be shortened or lengthened as deemed appropriate by Management and Human Resources. Completion of this introductory period does not imply guaranteed or continued employment. Nothing that occurs during or after this period should be construed to change the nature of the "at-will" employment relationship.

#### 3.1a Rehire Guidelines

Candidates who have previously worked at Goodwill Houston may be considered for rehire if they left in good standing. There is a 90-day waiting period from the time of separation to the time they can be rehired and they must go through the hiring process.

## 3.2 Job Descriptions

Goodwill Houston attempts to maintain a current job description for each position. If you do not have a current copy of your job description, please request one from your manager or HR Business Partner.

Job descriptions prepared by Goodwill Houston serve as an outline only. Due to business needs, you may be required to perform job duties that are not within your written job description. Furthermore, Goodwill Houston may have to revise, add to, or delete from your job duties per business needs. On occasion, Goodwill Houston may need to revise job descriptions with or without advance notice to Team Members.

If you have any questions regarding your job description or the scope of your duties, please speak with your manager or Human Resources.

## 3.3 Posting of Openings

Goodwill Houston desires to promote qualified Team Members from within where it believes that is possible, consistent with the need to assure that all positions are staffed by highly competent individuals. New job openings generally will be posted on our Internet site for a minimum of 3 calendar days.

## 3.4 Employment Authorization Verification

New hires will be required to complete Section 1 of federal Form I-9 on the first day of paid employment and must present acceptable documents authorized by the U.S. Citizenship and Immigration Services proving identity and employment authorization no later than the third business day following the start of employment with Goodwill Houston. If you are currently employed and have not complied with this requirement or if your status has changed, inform your manager or Human Resources.

If you are authorized to work in this country for a limited period of time, you will be required to submit proof of renewed employment eligibility prior to expiration of that period to remain employed by Goodwill Houston.

## 3.5 Training Program

In most cases, and for most departments, training for Team Members is provided on an individual basis by the department manager. Even if you have had previous experience in the specified functions of your job duties, it is necessary for you to learn our specific procedures, as well as the responsibilities of the specific position. If you ever feel you require additional training, consult with your manager or the Manager of Learning and Development.

## 4.0 Wage and Hour Policies

## 4.1 Introduction to Wage and Hour Policies

At Goodwill Houston, pay depends on a wide range of factors, including market surveys, individual effort, level of experience, profits, and market forces. If you have any questions about your compensation, including matters such as paid time off, overtime, benefits, or payroll deductions, speak with your manager or Human Resources Business Partner.

## 4.2 Nonexempt

If your role is classified as nonexempt under FLSA (Fair Labor Standards Act), you will be eligible for overtime pay in accordance with federal, state, and local laws. Overtime is only paid for "work hours" in excess of 40 hours in a given workweek. Holiday, sick leave, vacation, personal time or other paid time off does not count as work hours for purposes of determining if overtime has been worked. If you have a question regarding whether you are exempt or nonexempt, contact Human Resources for clarification.

## 4.3 Regular Part-Time

All Team Members who are regularly scheduled for fewer than 30 hours per week are considered part-time. Part-time Team Members are not eligible for Goodwill Houston benefits unless specified otherwise in this handbook, in the benefit plan summaries, or specifically permitted by law.

## 4.4 Regular Full-Time

Regular full-time Team Members are those who have completed their introductory period and are regularly scheduled to work 30 or more hours per week. Unless stated otherwise or specifically permitted by law, all the benefits provided to Team Members at Goodwill Houston are for regular full-time Team Members only. This includes vacation, holiday pay, health insurance, and other benefits coverage.

#### 4.5 Exempt

If your role is classified as exempt under FLSA (Fair Labor Standards Act), you are not eligible for overtime pay as otherwise required by federal, state, or local laws. If you have a question regarding whether you are exempt or nonexempt, contact your Human Resources for clarification.

## 4.6 Temporary Personnel

Temporary Team Members are hired for a specific period or specific work project, not to exceed three (3) months in duration. Goodwill Houston reserves the right to extend the duration of temporary employment where necessary. Temporary Team Members are not eligible for benefits unless specified otherwise in this handbook or in the benefit plan summaries, or specifically permitted by law.

## 4.7 Attendance Policy

#### Retail Time and Attendance

Regular and predictable attendance is an essential component of every job. Goodwill Houston understands that, occasionally, an unexpected situation may occur. If you are going to be late or

absent, you must call, email or text your manager in advance, or as soon as possible to report your tardiness or absence. If your manager is unavailable, please contact the next-level manager or your Human Resources Business Partner. Excessive absenteeism or tardiness, in connection with scheduled work times, breaks, and meal periods, is prohibited.

Should a Team Member be unable to report to work due to illness, the Team Member must notify the Manager at least one (1) hour prior to the Team Member's starting time each day of the absence. Failure to properly notify Management will result in a No Call, No Show (NC/NS).

If a Team Member is absent more than three (3) consecutive workdays, a statement from a physician may be required before the Team Member is permitted to return to work. The statement must be provided no later than the return-to-work date.

A Team Member who is absent from work for three (3) consecutive days without giving proper notice to Goodwill Houston will be considered a voluntary resignation.

### Failure to Punch-in or Punch-out

It is the responsibility of every nonexempt Team Member to clock in and out of their shifts and scheduled lunches. Any Team Member who fails to correctly and consistently clock-in and/or clock-out will be subject to disciplinary action, up to and including termination of employment. Team Members are not permitted to clock-in and/or clock-out for another Team Member or falsify time in any fashion. This action is grounds for termination.

## Approved Overtime

If necessary, overtime will be offered based on the need of the store. All overtime must be approved by a District Director or Manager. If a Team Member commits to work overtime, then that time may be treated as regularly scheduled time with respect to attendance.

## First 90 Days

During the first 90 days of employment, a Team Member will be held responsible for attendance and may receive no warning when absences are excessive prior to termination. Generally, two (2) absences or three (3) late arrivals or leaves early will result in termination. If there is one (1) No Call/No Show ("NCNS") during the first 90 days of employment, it is an automatic termination.

Goodwill Houston's uses a **Point System** for DGR Retail:

•	Tardy
•	Leave early or arrive late (more than 1 hour)
•	Full day absence

The point system is a rolling calendar. You may not receive more than eight (8) points in a 12-month period. For example, if you call off on May 3, 2022 this point will not be cleared until May 3, 2023. The point system does not alter an employee's "at-will" status or provide any guarantee or promise that heightened discipline or termination may occur prior to an employee accumulating 8 points.

Attendance Discipline will be as follows:

•	2 points	Verbal Warning
	4 points	<del>-</del>
	6 points	
	8 points	_

Goodwill Houston reserves the right to impose discipline, up to and including discharge, for excessive excused absences or tardiness beyond what is described in this policy. Documentation does not excuse absenteeism/tardiness. Documentation will be reviewed by Human Resources to determine the next step.

#### 4.7a No Call/No Show

A Team Member is issued a No Call/No Show ("NCNS") when the Team Member does not call, email, or text to inform the Manager within two (2) hours from the beginning of that scheduled shift advising that the Team Member will be absent or tardy. Any calls received after that two-hour mark will be considered a NCNS. For DGR Retail positions, the first instance of a NCNS will result in a Final Written Warning. The second instance of a NCNS in a 12-month period will result in termination of employment.

## 4.7b Scheduled to Open/Close

Retail management and team members with key-holder responsibilities, who are scheduled to open or close a store, outlet or donation center must not be tardy. The team member must be onsite at his/her/they designated location to unlock the building.

It is the responsibility of the scheduled manager(s) and team member(s) with key-holder responsibilities to notify the direct Supervisor and/or District Director with as much lead time as possible when running late or unable to work the shift.

If unable to make the opening or closing shift, the responsible team member must notify the direct Supervisor and/or District Director, at least, two (2) hours prior to the beginning of the shift. A phone call is required (texting is acceptable only if accompanied by a follow-up phone call at least two (2) hours prior to the beginning of the shift), and the efforts to directly communicate with the Manager or District Director must continue until it is confirmed the message is received by the direct Supervisor and/or District Director.

Failure to communicate properly is grounds for discipline up to and including termination.

## 4.8 Meal and Rest Periods

Goodwill Houston strives to provide a safe and healthy work environment and complies with all federal and state regulations regarding meal and rest periods. Check with your manager regarding procedures and schedules for break and lunch periods. Goodwill Houston requests that team members accurately observe lunch and break periods. If you know in advance that you may not be able to take your scheduled break or lunch, let your manager know. Any Non-Exempt Team Member scheduled to work a full six (6) hour shift will be provided one unpaid, uninterrupted 30-minute lunch break (off the clock). A team member who works a full eight (8) hour shift may get one (1) or two (2) 15-minute breaks on the clock, which is at the convenience of the department or store. Team Members scheduled to work less than a full eight (8) hour shift may be granted one (1) 15-minute break on the clock, which is at the convenience of the department or store. Team members must stay "on the premises," which is inside of the store/ADC or at the designated smoking area during the on-the-clock 15-minute breaks. If a team member leaves the premises, the team member must clock out prior to leaving the premises and clock back in upon return. Paid break time is only available if the team member stays "on the premises." Exempt Team Members are allowed a lunch period up to one hour, typically taken towards the middle of the shift.

## 4.9 Posting of Work Schedules

#### **Retail Locations**

All work schedules will be posted on Goodwill Houston's Time-Clock system and printed on the bulletin board located near the clock-in station. The work schedules are done on a bi-weekly basis and are posted at least (7) days before the start of a new week. There should be two (2) weeks of schedules posted at all times. If, you are uncertain of your next bi-weekly work schedule, please contact your manager.

#### Office Locations

Corporate office hours are Monday - Friday, 8:00 am until 4:30 pm. For Career Connection and Goodwill Connect location hours, please visit https://www.goodwillhouston.org/.

All staff Team Members are expected to be at work and present at their locations when the workday begins unless they have notified their manager of their absence or tardiness. Team Members may work additional time but should adhere to the Building Access Policy when working onsite. Flexible work hours and working from home may be utilized with permission of the Manager according to the business need.

## 4.10 Recording Time

Goodwill Houston is required by applicable federal, state, and local laws to keep accurate records of hours worked. To ensure that Goodwill Houston has complete and accurate time records, and that Team Members are paid for all hours worked, nonexempt Team Members are required to record all working time using Goodwill Houston's Time-Clock system. Exempt team members may also be required to track days or time worked. Speak with your Manager for specific instructions.

You must accurately record all your time to ensure you are paid for all hours worked and must follow established procedures for recording your hours worked.

Time must be recorded as follows:

- Immediately before starting your shift.
- Immediately after finishing your work, before your meal period.
- Immediately before resuming work, after your meal period.
- Immediately after finishing your work.
- Immediately before and after any other times away from work.

Your commute is not compensable time.

If you are required to clock in, you should clock in no more than five (5) minutes ahead of your scheduled start time and clock out no later than five (5) minutes after your scheduled stop time, unless otherwise previously approved by your manager.

Notify your manager or Human Resources of any pay discrepancies, unrecorded or incorrectly recorded work hours, or any involuntarily missed meal or break periods. Any changes to recorded time will be made by the Manager. Unless there is a technical or systemic issue, you should never miss a punch. Missed punches can be grounds for discipline up to and including termination.

Falsifying time entries is strictly prohibited. Falsifying time entries includes working "off the clock." If you falsify your own time records, or the time records of co-workers, or if you work off the clock, you will be subject to discipline up to and including termination.

Immediately report to Human Resources any Team Member, Supervisor, or Manager who falsifies your time entries or encourages or requires you to falsify your time entries or works off the clock.

Goodwill Houston will never ask or expect a team member to work "off the clock." You should always clock in before beginning to work and clock out when you are finished working. It is expressly against Goodwill Houston policy to work "off the clock," and it is in violation of policy for anyone in management to request that you work "off the clock." Goodwill Houston is legally required to pay for all time worked.

Goodwill Houston knows that its team members embrace care about their teams and always wish to help, but you may not "donate time." Please notify Human Resources immediately if anyone requests that you work "off the clock" or allows any team member to "donate time."

Goodwill Houston will rely on the accuracies of the time clock records absent you raising any questions, concerns or inaccuracies within seven (7) days of receipt of your pay for a given pay period.

#### 4.11 Overtime

If you are nonexempt, you qualify for overtime pay for any work hours over forty (40) work hours in a given workweek. Generally, all overtime must be approved in advance, in writing, by your District Director or Manager. If you anticipate reaching forty (40) work hours during a shift, you must notify your manager upon reaching thirty-eight 38 hours.

At certain times Goodwill Houston may require you to work overtime. We will attempt to give as much notice as possible in this instance. However, due to unexpected business needs advance notice may not always be possible. Failure to work overtime when requested or working unauthorized time may result in discipline, up to and including termination.

Unless otherwise required or exempted by law, overtime pay of one and one-half times your regular rate of pay is paid for any hours, actually worked, of more than 40 hours in a workweek. Holidays, vacation days, sick leave days or any other paid time off days do not count as time worked for computing overtime.

## 4.12 Holidays

Goodwill Houston offers the following seven (7) paid holidays each year:

Holiday	Retail & ADCs	GWCC/Corporate
New Year's Day	Open	Closed
Memorial Day	Open	Closed
Independence Day	Open	Closed
Labor Day	Open	Closed
Thanksgiving Day	Closed	Closed
Day After Thanksgiving*	Open	Closed
Christmas Day	Closed	Closed

<sup>\*</sup>The Day After Thanksgiving is *not* a paid holiday for retail Team Members and retail operations are fully functional on that day.

Easter Sunday is an unpaid holiday for retail team members. All locations are closed.

When a holiday falls on a Saturday, it will be observed the preceding Friday. Holidays falling on a Sunday will be observed the following Monday.

If a holiday falls on your regular day off, ask your manager or HR Business Partner how it affects you.

You will be compensated for holidays in accordance with federal and state law.

In addition to the holidays listed, Goodwill Houston provides an additional "personal holiday" per anniversary year to be used at the Team Member's discretion. This must be scheduled and approved, in advance, by your manager.

#### 4.13 Vacation Blackout Periods

Vacation blackout periods apply only to positions in retail locations:

The holiday season is a busy time of year for Goodwill Houston. Based on business needs, Goodwill Houston reserves the right to identify blackout periods where vacation requests will be limited to a maximum of two (2) days off. Requests for time-off during these blackout periods will need to be submitted in writing at least three (3) weeks in advance and approved by the District Director.

The standard vacation blackout period will start October 15 and last until January 30. During this blackout period, Team Members generally will not be granted extended time off unless approved by the District Director to ensure adequate staffing in the stores. The intent of this policy is to ensure proper staffing to meet operational needs. Retail Team Members are encouraged to take time off during the non-peak dates, February 1 through October 14.

Additionally, vacation/time off is generally not approved during these holidays:

Memorial Day | Independence Day (July 4th) | Labor Day

Vacation requests during the standard vacation blackout period that exceed two (2) days will be treated as an unpaid personal leave of absence. Unapproved absences during the vacation blackout period will be treated as an attendance violation that could result in disciplinary action. For a list of qualified excused absences, please contact your HR Business Partner.

The intent of this policy is to ensure proper staffing to meet business needs. Retail Team Members are encouraged to take time off during non-peak times from February 1 through October 31.

#### Paid Holidays for Retail/ADC Team Members:

Non-exempt Team Members who have been employed with Goodwill Houston at least 90 days will receive holiday pay for the following holidays:

New Year's Day | Memorial Day | Independence Day | Labor Day | Thanksgiving Day | Christmas Day

Team members must work their scheduled day before and scheduled day after the holiday to receive holiday pay.

Stores and ADCs are open for business all holidays listed above except New Year's Day, Easter Sunday (unpaid holiday), Thanksgiving Day, and Christmas Day.

## 4.14 Pay Period

Goodwill Houston, the standard pay period is every two (2) weeks for all Regular Team Members. Pay dates are every other Friday. If a pay date falls on a holiday, you will be paid on the preceding workday. Special provisions may be required from time to time if holidays fall on pay dates. Check with your Manager or Human Resources if this type of date arises.

Regularly review your wage statements for accuracy. If you find an issue, report it to your manager or HR Business Partner immediately.

## 4.15 Direct Deposit

## Direct Deposit to a Bank or Credit Union:

The direct deposit of your wages is required. Taking advantage of this benefit offers the convenience of having your paycheck automatically deposited into the bank(s) of your choice saves you time by not having to go to your bank to make a deposit on pay day and adds a safety feature of eliminating the chance of lost, stolen, or damaged paychecks. Please contact Human Resources to learn more about the direct deposit of your paycheck.

## Direct Deposit to a Pay Card:

Goodwill Houston can also deposit your wages to a pay card for your convenience. A pay card is similar to debit card and can be used to make purchases from any establishment that accepts debit cards, such as restaurants and grocery stores, and you can also make withdrawals from ATM machines. Also, your pay card is secure; anytime a transaction is made you will need to key in your Personal Identification Number (PIN) to authorize the transaction.

## Changes in Direct Deposit Information:

Team Members can only make one (1) Direct Deposit change per pay period. The change request will require two (2) weeks for processing and bank verification; or, in other words, approximately one (1) pay period to be processed once the information has been sent to Human Resources.

## 4.16 Payroll Deductions

Goodwill Houston is required by law to make certain deductions from your pay each pay period, including deductions for federal income tax, Social Security and Medicare (FICA) taxes, and any other deductions required under law or by court order for wage garnishments. The amount of your tax deductions will depend on your earnings and the information you list on your federal Form W-4 and applicable state withholding form.

Team Members may also authorize voluntary deductions from your paycheck, including contributions for insurance premiums, retirement plans, spending accounts, or other benefit services. Your deductions will be reflected in your wage statement.

Permissible deductions for exempt team members may also include, but are not limited to, deductions for full-day absences for any reason other than sickness or disability or full or partial days related to certain disciplinary suspensions.

Goodwill Houston will not make deductions to your pay that are prohibited by federal, state, or local law. If you have any questions about deductions from your pay, contact Human Resources. You will be reimbursed in full for any isolated, inadvertent, or improper deductions, as defined by law. If an error is found, you will receive an immediate adjustment, which will be paid no later than your next regular payday. .

Under certain circumstances a Team Member's pay may be docked, either in whole or partial day increments. This deduction may be made irrespective of an employee's status as exempt or non-exempt.

Goodwill Houston will not retaliate against team members who report erroneous deductions or any other suspected irregularities in time or pay in accordance with these policies.

## 4.17 Travel for Company Business

Goodwill Houston Team Members traveling while conducting Goodwill Houston business must be approved by an Executive Team Member in advance. Travel within the state of Texas will be by car unless air travel has been pre-approved.

The cost of traveling and lodging will be reimbursed by submitting an Expense Report, which must be approved by an Executive.

While traveling, meals and incidental costs, such as parking, etc., will be reimbursed. All receipts should be saved (clear photos are allowed) and attached to the Expense Report.

Team Members are expected to exercise discretion in incurring expenses and the cost of meals should be reasonable. Goodwill Houston adheres to federal limits on costs of meals, transportation, etc., which vary by destination. These rates can be found at <a href="https://www.gsa.gov/perdiem">www.gsa.gov/perdiem</a>.

Any expenses deemed unreasonable, relative to the circumstances, will not be paid or reimbursed, and are considered the Team Member's personal responsibility.

If travel is covered by a grant issued by a State or Federal Agency, the maximum reimbursement may be subject to terms defined in the grant or department manual.

Additional exclusions from reimbursement include alcoholic beverages, in-room movies and entertainment (other than meals) except for special activities that are a scheduled part of a planned trip or event.

## 5.0 Benefits

## 5.1 Paid Time Off (PTO)

#### Eligibility

All full-time team members are eligible to receive PTO after 90 days of employment.

## 5.2 Vacation Policy

Goodwill Houston believes it is essential for employees to take their vacation. Vacation allows the employee time away from work and a chance to get rest and relaxation. Because Goodwill Industries of Houston cares we encourage all employees to use their available vacation time.

#### Eliaibility

All full-time team members are eligible to receive vacation time after completing six (6) months of employment.

#### Deposits Into Your Leave Account

Vacation is calculated according to your work anniversary year.

The amount of vacation received each year is based on your length of service and accrues according to an accrual schedule determined by the Organization up to a maximum annual grant as shown below:

Full-time Non-Exempt Team Members:

- One (1) to five (5) years of employment, five (5) days maximum.
- Six (6) or more years of employment, ten (10) days maximum.

Full-time Exempt Team Members:

- One (1) to five (5) years of employment, ten (10) days maximum.
- Six (6) to 15 years of employment, 15 days maximum.
- 16+ years of employment, 20 days maximum.

You must request vacation from your managers as far in advance as possible. You must take vacation in increments of at least four (4) hours.

## Carryover

Vacation is paid on regularly scheduled pay days. Vacation not used within the year following the year of accrual cannot be carried into the next year.

### Separation of Employment

Upon separation of employment for any reason, you will be paid for earned but unused vacation unless the Team Member is terminated for cause, resigns during an investigation, resigns in lieu of a termination or resigns without the required notice.

## 5.3 Sick Pay

Goodwill Houston provides its regular full-time Team Members who have completed 90 days of employment sick leave. Notify your managers as far in advance as possible if you are going to take sick time off. There may be occasions, such as sudden illness when you cannot notify your managers in advance. In those situations, provide notification of your circumstances as soon as possible. You may also be requested to provide a certificate of illness to your managers.

You may use sick leave benefits for dental or doctor visits or to care for immediate family members who are sick. There may also be state-mandated use of sick time. Unused sick days may not be converted to cash payment. You may be required to use available sick leave during family and medical leave, disability leave, or other leave.

Available Sick Time:

Full-time Non-Exempt Team Members:

- One (1) to five (5) years of employment, five (5) days maximum.
- Six (6) or more years of employment, ten (10) days maximum.

Full-time Exempt Team Members:

- One (1) to five (5) years of employment, ten (10) days maximum.
- Six (6) to 15 years of employment, 15 days maximum.

#### 5.4 Team Member Purchases

Donations made to Goodwill Houston are an integral part of our business and support to our clients. Our donations are our merchandise. Team Members may not shop for merchandise or make purchases in their assigned retail store. The only exception to the policy is a few locations, which have been determined by the DGR and Operations Management Team.

Team Members may not shop or make purchases at any store that their worksite is connected to or if they are at the location for a work-related purpose, including Team Members in Transportation, Human Resources, Administration, Information Technology, Work Force Development, and all other support departments. The only exception is if the purchase is for a client and the client must be present during the purchase.

Team Members may not purchase merchandise from the production area or follow merchandise to the sales floor, salvage or attempt to influence the pricing process. Team Members may not put aside items to be purchased by family, friends, or others at the location where they work. These behaviors will result in disciplinary action up to and including termination.

If a purchase at the Team Member's work location, which is one that has been determined by the DGR and Operations Management Team, has been approved, the Team Member purchases must be paid by that Team Member and must show a form of identification.

## 5.5 Health Insurance Policy

Goodwill Houston offers group health insurance benefits to all eligible regular full-time Team Members who have completed 60 days of employment and their eligible dependents. All temporary team member with Goodwill Temporary Services ("GTS") who have completed 90 days of employment and their eligible dependents. Health plan benefits are described in detail in the Summary Plan Description (SPD), which may be obtained from Navigator or Human Resources.

Your group health benefits are paid in part by the organization. The remainder of the costs are paid by you through deductions from your paycheck.

Changes to benefits can only be made during open enrollment or in the event of a qualifying life event, please see Human Resources for acceptable life events.

#### 5.6 Vision Care Insurance

All regular full-time Team Members who have completed 60 days of employment at Goodwill Houston are eligible for the vision care plan. All temporary team member (GTS) who have completed 90 days of employment and their eligible dependents. Vision care plan benefits are described in detail in the Summary Plan Description (SPD).

#### 5.7 Dental Insurance

All regular full-time Team Members who have completed 60 days of employment at Goodwill Houston are eligible for the dental plan. All temporary team member (GTS) who have completed 90 days of employment and their eligible dependents. Dental plan benefits are described in detail in the Summary Plan Description (SPD).

## 5.8 403b Retirement Savings Plan

Goodwill Houston encourages employees to save for the future. Goodwill Houston offers a 403b plan for employees to save for retirement using pre-tax dollars. Human Resources can provide detailed information and guidelines on the program. All employees are eligible to enroll on their first day of employment. Goodwill Houston reserves the right to modify, amend or terminate this benefit plan at any time.

Goodwill Houston also offers a retirement plan. All eligible Team Members will automatically be enrolled in this plan after one year of employment. This plan is a non-contributory plan with a six-year vesting schedule and is administered by BPAS.

As with your insurance benefits, refer to the Summary Plan Description (SPD) provided by the benefits administrator for specifics or contact Human Resources or appropriate department for more information.

#### 5.9 Life Insurance

Goodwill Houston provides life insurance to all regular full-time Team Members who have completed one year of employment with the organization. You will be required to notify the benefits administrator of your intended beneficiary. Refer to the Summary Plan Description (SPD) for details about the benefit.

Team Members may also purchase a voluntary supplemental life insurance program through New York Life and/or Mutual of Omaha. Please contact the Human Resources department to learn more about these life insurance programs.

## 5.10 Employer-Sponsored Disability Benefits

Goodwill Houston offers the following disability insurance benefits to eligible Team Members when they miss work due to non-work-related disabilities.

## Eligibility\_

All full-time Team Members employed for at least 60 days are eligible for Short-Term Disability/Long-Term Disability insurance benefits.

#### Short-Term Disability Insurance

Short-Term Disability insurance generally pays a weekly benefit if you cannot work because of a covered illness or injury. The benefit replaces a portion of your weekly income, providing funds directly to you to help pay your bills and living expenses. Check your plan documents for details about benefit payments and duration.

#### Long-Term Disability Insurance

Long-Term Disability insurance generally pays a monthly benefit to you if you cannot work because of a covered illness or injury. The benefit replaces a portion of your income, thus helping to meet your financial commitment in a time of need. Check your plan documents for details about benefit payments and duration.

#### Additional Information

The terms and conditions for the disability insurance program are outlined in the Summary of Plan Benefits. Contact the Benefits Administrator for a copy of the plan provisions, required forms, and additional information about these benefits.

## 5.11 Employee Assistance Program (EAP)

Goodwill Houston provides confidential assistance through its employee assistance program (EAP) to all eligible team members and their family members/dependents. The EAP provides confidential access to professional counseling services for help with personal concerns that may impact job performance. These concerns may include, but are not limited to, health, marital, family, financial, legal, emotional, alcohol abuse, and drug use. The EAP can help assess the problem, offer guidance, and provide a referral to quality care.

Voluntary participation in the EAP will not jeopardize your opportunities for promotion or employment. You can contact the EAP directly. Any information about your contact, participation, or any recommended treatment is confidential and will not be disclosed to the organization.

In certain circumstances, you may be referred to the EAP by your Managers due to job performance issues.

If you test positive on an alcohol and/or drug test, you may be referred to the EAP for assessment

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and rehabilitation recommendations. Your decision to participate in the recommended treatment, successful completion of the program, and additional treatment recommendations will be communicated to Human Resources.

EAP services are available to eligible participants without charge; however, the cost of referrals to treatment or rehabilitation is your responsibility if it is not completely covered by insurance.

EAP services can be initiated by contacting the EAP service provider, Mutual of Omaha at: 800-316-2796 or www.mutualofomaha.com/eap.

## 5.12 Workers' Compensation Insurance Policy

Goodwill Houston subscribes to the Texas Workers' Compensation program. Workers' compensation is a no-fault system designed to provide benefits to all Team Members for work-related injuries. Workers' compensation insurance coverage is paid for by employers and governed by state law. The workers' compensation system provides for coverage of medical treatment and expenses, occupational disability leave, and rehabilitation services, as well as payment for lost wages due to work related injuries. If you are injured on the job while working at Goodwill Houston, no matter how slightly, you are to report the incident immediately to your manager. Consistent with applicable state law, failure to report an injury within a reasonable period could jeopardize your claim for benefits.

If your injury is the result of an on-the-job accident, you must fill out an accident report.

#### 5.13 COBRA

The Consolidated Omnibus Budget Reconciliation Act (COBRA) provides the opportunity for eligible Goodwill Houston team members and their beneficiaries to continue health insurance coverage under the Goodwill Houston health plan when a "qualifying event" could result in the loss of eligibility. Qualifying events include resignation, termination of employment, death of an employee, reduction in hours, a leave of absence, divorce or legal separation, entitlement to Medicare, or where a dependent child no longer meets eligibility requirements.

Contact Human Resources to learn more about your COBRA rights.

## 5.14 Family and Medical Leave (FMLA) Policy

In accordance with the Family and Medical Leave Act of 1993 (FMLA), Goodwill Houston provides up to 12 or 26 weeks of unpaid, job-protected leave in a 12-month period to FMLA qualified Team Members in certain circumstances.

## Eligibility:

To qualify for FMLA leave, you must:

- 1. Have worked for Goodwill Houston for at least 12 months, although it need not be consecutive;
- 2. Worked at least 1,250 hours in the last 12 months; and
- 3. Be employed at a worksite that has 50 or more employees within 75 miles.

#### Reasons for Leave:

You may take up to 12 weeks of unpaid FMLA leave in a 12-month period for any of the following reasons:

The birth of a child and in order to care for that child (leave must be completed within one
year of the child's birth);

- The placement of a child with you for adoption or foster care and in order to care for the newly placed child (leave must be completed within one year of the child's placement);
- To care for a spouse, child, or parent with a serious health condition;
- To care for your own serious health condition, which makes you unable to perform any of the essential functions of your position; or
- A qualifying exigency of a spouse, child, or parent who is a military member on covered active duty or called to covered active-duty status (or has been notified of an impending call or order to covered active duty).

A "rolling" 12-month period measured backward – 12-month period measured backward from the date an employee uses any FMLA leave. Under the "rolling" 12-month period, each time a Team Member takes FMLA leave, the remaining leave entitlement would be the balance of the 12 weeks which has not been used during the immediately preceding 12 months.

You may take up to 26 weeks of unpaid FMLA leave in a single 12-month period, beginning on the first day that you take FMLA leave to care for a spouse, child, or next of kin who is a covered service member and who has a serious injury or illness related to active duty service.

Paid time off will not accrue during an unpaid leave of absence. Holidays that occur during an unpaid personal leave of absence will not be paid.

## As used in the policy:

- **Spouse** means a husband or wife as recognized under state law for the purposes of marriage in the state or other territory or country where the marriage took place.
- **Child** means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18 or age 18 or older and incapable of self-care because of a mental or physical disability at the time FMLA leave is to commence. A child for the purposes of military exigency or military care leave can be of any age.
- Parent means a biological, adoptive, step, or foster parent or any other individual who stood in loco parentis to you when you were a child.
- **Next of kin** for the purposes of military care leave is a blood relative other than a spouse, parent, or child in the following order: brothers and sisters, grandparents, aunts and uncles, and first cousins. If a military service member designates in writing another blood relative as his or her caregiver, that individual will be the only next of kin. In appropriate circumstances, you may be required to provide documentation of next of kin status.
- Serious health condition means an illness, injury, impairment, or physical or mental condition that involves either inpatient care or continuing treatment by a health care provider. Ordinarily, unless complications arise, cosmetic treatments and minor conditions such as the cold, flu, earaches, upset stomach, minor ulcers, headaches (other than migraines), and routine dental problems are examples of conditions that are not serious health conditions under this policy. If you have any questions about the types of conditions that may qualify, contact Human Resources.
- Health care provider means a medical doctor or doctor of osteopathy, physician assistant, podiatrist, dentist, clinical psychologist, optometrist, nurse practitioner, nurse-midwife, clinical social worker, or Christian Science practitioner licensed by the First Church of Christ. Under limited circumstances, a chiropractor or other provider recognized by our group health plan for the purposes of certifying a claim for benefits may also be considered a health care provider.
- Qualifying exigencies for military exigency leave include:
  - Short-notice call-ups/deployments of seven days or less (Note: Leave for this
    exigency is available for up to seven days beginning the date of call-up notice);
  - o Attending official ceremonies, programs, or military events;

- Special childcare needs created by a military call-up including making alternative childcare arrangements, handling urgent and nonroutine childcare situations, arranging for school transfers, or attending school or daycare meetings;
- o Making financial and legal arrangements;
- Attending counseling sessions for yourself, the military service member, or the military service members' son or daughter who is under 18 years of age or is 18 or older but incapable of self-care because of a mental or physical disability;
- Rest and recuperation (Note: Fifteen days of leave is available for this exigency per event);
- Post-deployment activities such as arrival ceremonies, re-integration briefings, and
  other official ceremonies sponsored by the military (Note: Leave for these events are
  available for 90 days following the termination of active-duty status). This type of
  leave may also be taken to address circumstances arising from the death of a
  covered military member while on active duty;
- Parental care when the military family member is needed to care for a parent who is incapable of self-care (such as arranging for alternative care or transfer to a care facility); and
- o Other exigencies that arise that are agreed to by both Goodwill Houston and you.
- A **serious injury/illness** incurred by a service member in the line of active duty or that is exacerbated by active duty is any injury or illness that renders the service member unfit to perform the duties of his or her office, grade, rank, or rating.

#### Notice and Leave Request Process

If the need for leave is foreseeable because of an expected birth/adoption or planned medical treatment, you must give at least 30 days' notice. If 30 days' notice is not possible, give notice as soon as practicable (within one or two business days of learning of your need for leave). Failure to provide appropriate notice may result in the delay or denial of leave.

In addition, if you are seeking intermittent or reduced schedule leave that is foreseeable due to planned medical treatment or a series of treatments for yourself, a family member, or covered service member, you must consult with Human Resources first regarding the dates of this treatment to work out a schedule that best suits your needs or the needs of the covered military member, if applicable, and Goodwill Houston.

If the need for leave is unforeseeable, provide notice as soon as possible. Normal call-in procedures apply to all absences from work, including those for which leave under this policy may be requested. Failure to provide appropriate notice may result in the delay or denial of leave.

#### <u>Certification of Need for Leave</u>

If you are requesting leave because of your own or a covered relative's serious health condition, you and the relevant health care provider must supply appropriate medical certification. You may obtain Medical Certification forms from the Human Resources Department. When you request leave, Goodwill Houston will notify you of the requirement for medical certification and when it is due (at least 15 days after you request leave). If you provide at least 30 days' notice of medical leave, you should also provide the medical certification before leave begins. Failure to provide requested medical certification in a timely manner may result in denial of FMLA-covered leave until it is provided.

At our expense, Goodwill Houston may require an examination by a second health care provider designated by us. If the second health care provider's opinion conflicts with the original medical certification, we, at our expense, may require a third, mutually agreeable, health care provider to conduct an examination and provide a final and binding opinion. Subsequent medical recertification may also be required. Failure to provide requested certification within 15 days, when practicable, may result in delay of further leave until it is provided.

Goodwill Houston also reserves the right to require certification from a covered military member's health care provider if you are requesting military caregiver leave and certification in connection with military exigency leave.

#### Call-In Procedures

In all instances of absence, the call-in procedures and standards established for giving notice of absence from work must be followed.

#### Leave Increments:

#### Intermittent Leave

If medically necessary, FMLA leave for a serious health condition may be taken intermittently (in separate blocks of time due to a serious health condition) or on a reduced leave schedule (reducing the usual number of hours you work per workweek or workday). FMLA leave may also be taken intermittently or on a reduced leave schedule for a qualifying exigency relating to covered military service.

As FMLA leave is unpaid, Goodwill Houston will reduce your salary based on the amount of time actually worked. In addition, while you are on an intermittent or reduced schedule leave that is foreseeable due to planned medical treatments, Goodwill Houston may temporarily transfer you to an available alternative position that better accommodates your leave schedule and has equivalent pay and benefits.

## Parental Leave

Leave for the birth or placement of a child must be taken in a single block and cannot be taken on an intermittent or reduced schedule basis. Parental leave must be completed within 12 months of the birth or placement of the child; however, you may use parental leave before the placement of an adopted or foster child to consult with attorneys, appear in court, attend counseling sessions, etc.

## Family Care, Personal Medical, Military Exigency, and Military Care Leave

Leave taken for these reasons may be taken in a block or blocks of time. In addition, if a health care provider deems it necessary or if the nature of a qualifying exigency requires, leave for these reasons can be taken on an intermittent or reduced-schedule basis.

#### Paid Leave Utilization During FMLA Leave

FMLA leave is unpaid. If you are taking parental, family care, military exigency, and/or military care leave, you must utilize available vacation/PTO, personal days, and/or family illness days during this leave. If you are taking personal medical leave, you must utilize available sick, personal, and vacation/PTO days during this leave. If you are receiving short- or long-term disability or workers' compensation benefits during a personal medical leave, you will not be required to utilize these benefits. However, you may elect to utilize accrued benefits to supplement these benefits.

#### Fitness for Duty Requirements

If you take leave because of your own serious health condition (except if you are taking intermittent leave), you are required, as are all Team Members returning from other types of medical leave, to provide medical certification that you are fit to resume work. You will not be permitted to resume work until it is provided.

## Health Insurance

Your health insurance coverage will be maintained by Goodwill Houston during leave on the same basis as if you were still working. You must continue to make timely payments of your share of the premiums for such coverage. Failure to pay premiums within 30 days of when they are due may result in a lapse of coverage. If this occurs, you will be notified 15 days before the date

coverage will lapse that coverage will terminate unless payments are promptly made.

Alternatively, at our option, Goodwill Houston may pay your share of the premiums during the leave and recover the costs of this insurance upon your return to work. Coverage that lapses due to nonpayment of premiums will be reinstated immediately upon return to work without a waiting period. Under most circumstances, if you do not return to work at the end of leave, Goodwill Houston may require reimbursement for the health insurance premiums paid during the leave.

## Reinstatement

Upon returning to work at the end of leave, you will generally be placed in your original job or an equivalent job with equivalent pay and benefits. You will not lose any benefits that accrued before leave was taken.

## Spouse Aggregation

If you and your spouse are both employed by Goodwill Houston, the total number of weeks to which you are both entitled in the aggregate because of the birth or placement of a child or to care for a parent with a serious health condition will be limited to 12 weeks per leave year. Similarly, spouses employed by Goodwill Houston will be limited to a combined total of 26 weeks of leave to care for a military service member. This 26-week leave period will be reduced, however, by the amount of leave taken for other qualifying FMLA events. This type of leave aggregation does not apply to leave needed for your own serious health condition, to care for a spouse or child with a serious health condition, or because of a qualifying exigency.

#### Failure to Return

If you fail to return to work or fail to make a request for an extension of leave prior to the expiration of the leave, you will be deemed to have voluntarily terminated your employment. Goodwill Houston is not required to grant requests for open-ended leaves with no reasonable return date under these policies or as disability accommodations.

#### Alternative Employment

While on leave of absence, you may not work or be gainfully employed either for yourself or others unless express, written permission to perform such outside work has been granted by Goodwill Houston. If you are on a leave of absence and are found to be working elsewhere without permission, you will be subject to disciplinary action up to and including termination.

## Interaction with State and Local Laws

Where state or local family and medical leave laws offer more protections or benefits to Team Members, the protections or benefits that are more favorable to the Team Member, as provided by these laws, will apply.

#### Abuse of Leave

If you are found to have provided a false reason for a leave, you will be subject to disciplinary action up to and including termination.

## <u>Designation of Leave</u>

If Goodwill Houston becomes aware of any qualifying reason for FMLA leave, Goodwill Houston will designate it as such. A Team Member may not refuse FMLA designation under this policy.

## <u>Retaliatio</u>n

Goodwill Houston will not retaliate against a Team Member who requests or takes leave in accordance with this policy.

## 5.15 Military Leave (USERRA)

Goodwill Houston complies with applicable federal and state law regarding military leave and reemployment rights. Unpaid military leave of absence will be granted to members of the uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA; with amendments) and all applicable state law. You must submit documentation of the need for leave to Human Resources. When returning from military leave of absence, you will be reinstated to your previous position or a similar position, in accordance with state and federal law. You must notify Human Resources of your intent to return to employment based on requirements of the law. For more information regarding status, compensation, benefits, and reinstatement upon return from military leave, contact Human Resources.

#### 5.16 Personal Leave of Absence

Goodwill Houston recognizes that you may need time off from work in special circumstances that other leave policies may not address. In such cases, you may request an unpaid personal leave of absence.

## Eligibility:

All team members employed for at least 90 days are eligible to apply for an unpaid personal leave of absence, which is up to 30 days.

#### Requesting Leave:

Requests for unpaid personal leave must be submitted to your manager and Human Resources in writing at least seven (7) days in advance where practical. In emergency situations, written notice must be provided as soon as possible. The request should include the reason for the leave as well as the dates you expect to begin and end the leave.

Job performance, absenteeism, and departmental requirements will be taken into consideration before a request is approved. Requests for unpaid personal leave may be denied or granted for any reason and are within the sole discretion of Goodwill Houston.

You may substitute any applicable paid leave for all or a portion of your unpaid leave.

Paid time off will not accrue during an unpaid personal leave of absence. Holidays that occur during an unpaid personal leave of absence will not be paid.

If you are granted a personal leave of absence, reinstatement to your position or any position is not guaranteed.

Your Goodwill Houston provided benefits will continue at the same level and under the same conditions as prior to your leave, for up to 60 days. You are responsible for payment of your portion of the insurance premium while on leave.

If you fail to pay your premium payment in a timely manner, Goodwill Houston will provide you with information about your rights under COBRA and/or applicable state continuation coverage policies.

#### Extension of Leave

You are required to return from unpaid personal leave on the originally scheduled return date. If you are unable to return, you must request an extension of the leave in writing at least seven (7) days in advance of the return date and the extension does not to exceed the 30 days. Leave extensions will be considered for extraordinary circumstances on a case-by-case basis. If Goodwill Houston denies the extension request, you must return to work on the originally scheduled return date or be considered to have voluntarily resigned from your employment.

#### Return to Work

In advance of your scheduled return date, your manager will arrange for you to resume your previous position, if available. However, Goodwill Houston's need to fill a position may override the ability to hold a position open until your return. Therefore, we cannot assure our ability to reinstate you to any position after your leave. Goodwill Houston retains the discretion to determine the similarity of any available positions and your qualifications. If we are unable to reinstate you or you refuse the offer of reinstatement to a different position, your leave status will be changed to a voluntary termination.

#### Failure to Return from Leave

If you fail to return to work after an unpaid leave of absence, you will be considered to have resigned your employment.

#### Alternative Employment

While on an unpaid leave of absence, you may not work or be gainfully employed either for yourself or others unless express, written permission to perform such outside work has been granted by Goodwill Houston. If you are on a leave of absence and are found to be working elsewhere without permission, you will be subject to disciplinary action up to and including termination.

#### 5.17 Bereavement Leave

Goodwill Houston recognizes the importance of taking leave when there is a death in the family. While bereavement leave is not required by law, Goodwill Houston will provide bereavement leave as follows:

A full-time or part-time Team Member who has completed 90 days of employment may be excused from work for up to three (3) days with pay in the event of a death in the family. This benefit will be pro-rated for part-time Team Members based on average hours worked per day. Immediate family includes: legal spouse, parent, child, sibling, guardian, grandparent or same relative of a legal spouse.

Accrued paid sick leave and vacation may be used if the employee needs to extend his or her bereavement leave or if there is a death outside the classified group above. An unpaid leave of absence may be requested only after sick leave and vacation leave have been exhausted.

You must provide notice of your need for bereavement leave as far in advance as possible. Goodwill Houston may require documentation supporting your need for bereavement leave.

## 5.18 Jury Duty Leave

Goodwill Houston encourages all Team Members to fulfill their civic duties related to jury duty. If you are summoned for jury duty, notify your manager as soon as possible to make scheduling arrangements.

If you are classified as exempt, you will not incur any deduction in pay for a partial week's absence due to jury duty. If you are classified as nonexempt, you will not be compensated for time spent on jury duty. You may opt to use your PTO/vacation in place of unpaid leave.

Goodwill Houston reserves the right to require Team Members to provide proof of jury duty service to the extent authorized by law.

Goodwill Houston will not retaliate against Team Members who request or take leave in accordance with this policy.

#### 5.19 Witness Leave

Goodwill Houston realizes that, on occasion, Team Members may be subpoenaed to appear in a civil, criminal, legislative, or administrative proceeding. In such cases, you will be provided unpaid leave to attend. Notify your manager as soon as possible to make scheduling arrangements. You may opt to use accrued time in place of unpaid leave.

Goodwill Houston reserves the right to require Team Member to provide proof of the need for leave to the extent authorized by law.

Goodwill Houston will not retaliate against Team Member who request or take leave in accordance with this policy.

## 5.20 Voting Leave

If your work schedule prevents you from voting on Election Day, Goodwill Houston will allow you a reasonable time off to vote. The time when you can go to vote will be at the discretion of your manager consistent with applicable legal requirements.

## 5.21 Goodwill Cares & Integrity Hotline

Goodwill Houston has a phone number and e-mail address for employees to report any concerns 832-365-3409 or <a href="mailto:goodwillhouston.org">goodwillhouston.org</a>. Honesty, respect and integrity are very important to Goodwill Houston. By utilizing Goodwill Cares, employees are helping to promote a safe and positive work environment. This is a responsible way to report any concerns.

Goodwill Houston also has an integrity hotline that is anonymous, and this is our way to uphold and maintain the highest standard of ethical conduct. This is an anonymous, accessible way to report behavior that you believe could jeopardize the integrity of Goodwill, such as fraud, unethical behavior etc. **1-844-712-2026 or online** <a href="https://www.goodwillhouston.ethicspoint.com">www.goodwillhouston.ethicspoint.com</a>.

## 6.0 General Policies

## 6.1 Customer, Client, and Visitor Relations

Goodwill Houston strives to provide the best products and services possible to our customers, donors, and clients. Our customers and donors support this business and generate your wages. You are expected to treat every customer, client, or visitor with the utmost respect and courtesy during your working time. You should never argue or act in a disrespectful manner towards a visitor or customer during your working time. If you are having problems with a customer, client, or visitor, notify your manager immediately. If a customer, client, or visitor voices a suggestion, complaint, or concern regarding our products or services, inform your manager or Human Resources. Lastly, make every effort to be prompt in following up on customer, client, or visitor orders or questions. Positive customer, client, and visitor relations will go a long way to establishing Goodwill Houston as a leader in its field.

## **6.2** Personal Appearance

Your personal appearance reflects the reputation, integrity, and public image of Goodwill Houston. All Team Members are required to report to work neatly groomed and dressed. You are expected to maintain personal hygiene habits that are generally accepted in the community, including clean clothing, good grooming, and personal hygiene, and appropriate attire for the workplace and the work being performed. This may include wearing uniforms or protective safety

clothing and equipment, depending on the job. Use common sense and good judgment in determining what to wear to work.

Goodwill Houston, in accordance with applicable law, will reasonably accommodate Team Members with disabilities or religious beliefs that make it difficult for them to comply fully with the personal appearance policy unless doing so would impose an undue hardship on the organization. Contact Human Resources to request reasonable accommodation.

Failure to comply with the personal appearance standards may result in being sent home to groom or change clothes. Frequent violations may result in disciplinary action, up to and including termination of employment.

## 6.3 Dress Code for Retail & Staff Employees

## Donated Goods and Retail

For non-management, retail Team Members, shirts must be navy-blue Goodwill Houston-issued shirts. Solid navy-blue t-shirts with no logos can be worn. Long-sleeve undershirts, jackets, and sweaters can be worn if it is the same color as the uniform shirt.

Bottoms must be dark blue denim jeans or a long skirt. Pants must fit, not be baggy or show underwear, and if the pants have belt loops, a belt must be worn. The pants cannot have designs, rips or tears. Hats with the Goodwill Houston brand can be worn.

For Donation Specialists, Goodwill Houston t-shirts should be worn. Bottoms must be dark blue denim shorts (must be knee length) or pants. If the shorts/pants have belt loops, a belt must be worn. Coats and jackets may be worn.

All team members must have name badges that are visible.

For safety, all retail Team Members must wear flat, closed-toed shoes that cover the heel completely (no Crocs or similar footwear).

If a Team Member is in violation of this policy, he/she/they may be asked to leave the premises and will not be paid for that time. They may return and resume shift wearing clothing that meets the policy.

#### Staff

All Team Members must present a clean, professional appearance and are expected to dress in business attire unless a day's task requires otherwise. Clothing should be tasteful and not revealing. Casual attire (jeans, tennis shoes, etc.) may be worn on Fridays.

## 6.4 Disability Accommodation

Goodwill Houston complies with the Americans with Disabilities Act (ADA), the Americans with Disabilities Act Amendments Act (ADAAA), the Pregnancy Discrimination Act, and all applicable state and local fair employment practices laws and is committed to providing equal employment opportunities to qualified individuals with disabilities, including disabilities related to pregnancy, childbirth, and related conditions. Consistent with this commitment, Goodwill Houston will provide reasonable accommodation to otherwise qualified individuals where appropriate to allow the individual to perform the essential functions of the job unless doing so would create an undue hardship on the business.

If you require an accommodation because of your disability, it is your responsibility to notify your manager or Human Resources.

You may be asked to include relevant information such as:

- A description of the accommodation.
- The reason you need an accommodation.
- How the accommodation will help you perform the essential functions of your job.

After receiving your request, Goodwill Houston will engage in an interactive dialogue with you to determine the precise limitations of your disability and explore potential reasonable accommodations that could overcome those limitations. Where appropriate, we may need your permission to obtain additional information from your medical provider. All medical information received by Goodwill Houston in connection with a request for accommodation will be treated as confidential.

Goodwill Houston encourages you to suggest specific reasonable accommodations that you believe would allow you to perform your job. However, Goodwill Houston is not required to make the specific accommodation requested by you and may provide an alternative accommodation, to the extent any reasonable accommodation can be made without imposing undue hardship on Goodwill Houston.

If leave is provided as a reasonable accommodation, such leave may run concurrently with leave under the federal Family and Medical Leave Act and/or any other leave where permitted by state and federal law.

Goodwill Houston will not discriminate or retaliate against a Team Member for requesting accommodation.

## 6.5 Religious Accommodation

Goodwill Houston is dedicated to treating its team members equally and with respect and recognizes the diversity of their religious beliefs. All team members may request an accommodation when their religious beliefs cause a deviation from Goodwill Houston dress code or the individual's schedule, basic job duties, or other aspects of employment. Goodwill Houston will consider the request but reserves the right to offer its own accommodation to the extent permitted by law. Some, but not all, of the factors that will be considered are cost, the effect that an accommodation will have on current established policies, and the burden on operations — including other team members — when determining a reasonable accommodation. At no time will Goodwill Houston question the validity of a person's belief.

If you require areligious accommodation, speak with your manager or Human Resources Business Partner.

## 6.6 Accommodations for Nursing Mothers

Goodwill Houston will provide nursing mothers reasonable unpaid break time to express milk for their infant child(ren) for up to one year following the child's birth.

If you are nursing, you will be provided with a space that is shielded from view and free from intrusion from co-workers and the public.

Expressed milk can be stored in a personal container in the location's refrigerator. Sufficiently mark or label your milk to avoid confusion for other Team Members who may share the refrigerator.

Break time should, if possible, be taken concurrently with any other break time already provided. If you are non-exempt, clock out for any time taken that does not run concurrently with normally scheduled rest periods.

You must make reasonable efforts to not disrupt Goodwill Houston operations.

You are encouraged to discuss the length and frequency of these breaks with your manager or Human Resources Business Partner.

## 6.7 Access to Personnel and Medical Records Files

Goodwill Houston maintains separate medical records files and personnel files for all Team Members. Files containing medical records are stored separate and apart from any business-related records in a safe and inaccessible location. The medical file is the repository for sensitive and confidential information related to an individual's health, health benefits, health-related leave and/or accommodations, and benefits selections and coverage. Medical records are kept confidential in compliance with applicable laws and access is on a "need-to-know" basis only.

Supervisors and others in management may have access to your personnel file for possible employment-related decisions. If you wish to review your personnel or medical records file, you must give Human Resources reasonable notice. Inspection must occur in the presence of a Human Resources representative.

All requests by an outside party for information contained in your personnel file will be directed to Human Resources, which is the only department authorized to give out such information.

## 6.8 Personal Data Changes

It is your obligation to provide Goodwill Houston with your current contact information, including current mailing address, email, and telephone number. Inform Human Resources of any changes to your marital or tax withholding status. Failure to do so may result in loss of benefits or delayed receipt of W-2 and other mailings. You are also required to keep Emergency Contact information up to date. To make changes to this information, log into HRIS or contact Human Resources.

## 6.9 Computer Security and Copying of Software

Software programs purchased and provided by Goodwill Houston are to be used only for creating, researching, and processing materials for Goodwill Houston use. By using hardware, software, and networking systems you assume personal responsibility for their use and agree to comply with this policy and other applicable Goodwill Houston policies, as well as city, state, and federal laws and regulations.

All software acquired for or on behalf of Goodwill Houston or developed by Goodwill Houston or contract personnel on behalf of the organization, is and will be deemed Goodwill Houston property. It is the policy to respect all computer software rights and to adhere to the terms of all software licenses to which Goodwill Houston is a party. The Director of Information Technology is responsible for enforcing these guidelines.

You may not illegally duplicate any licensed software or related documentation. Unauthorized duplication of software may subject you and/or Goodwill Houston} to both civil and criminal penalties under the United States Copyright Act.

You may not duplicate, copy, or give software to any outsiders including clients, contractors, customers, and others. You may use software on local area networks or on multiple machines only in accordance with applicable license agreements entered into by Goodwill Houston.

## 6.10 Use of Company Technology

This policy is intended to provide Team Members with the guidelines associated with the use of Goodwill Houston information technology (IT) resources and communications systems.

This policy governs the use of all IT resources and communications systems owned by or available at Goodwill Houston, and all use of such resources and systems when accessed using your own devices, including but not limited to:

- E-mail systems and accounts
- Internet/Intranet access
- Telephone and voicemail systems, including wired and mobile phones
- Printers, photocopiers, and scanners
- Fax machines, e-fax systems, and modems
- All other associated computer, network and communication systems, hardware, peripherals, and software, including network key fobs
- Closed-circuit televisions (CCTV) and all other physical security systems, including access key cards

#### **General Provisions**

Goodwill Houston IT resources and communications systems are to be used for business purposes only unless otherwise permitted under applicable law.

All content maintained in Goodwill Houston's IT resources and communications systems are the property of the Goodwill Houston. Therefore, Team Members should have no expectation of privacy in any message, file, data, document, facsimile, telephone conversation, social media post, conversation, or any other kind or form of information or communication transmitted to, received, or printed from, or stored or recorded on Goodwill Houston's electronic information and communications systems.

Goodwill Houston reserves the right to monitor, intercept, and/or review all data transmitted, received, or downloaded over IT resources and communications systems in accordance with applicable law. Any individual who is given access to the system is hereby given notice that Goodwill Houston will exercise this right periodically, without prior notice and without prior consent.

The interests of Goodwill Houston in monitoring and intercepting data include, but are not limited to: protection of Goodwill Houston's proprietary information and similar confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans customer lists, etc.); managing the use of the computer system; and/or assisting Team Members in the management of electronic data during periods of absence.

You should not interpret the use of password protection as creating a right or expectation of privacy, nor should you have a right or expectation of privacy regarding the receipt, transmission, or storage of data on Goodwill Houston IT resources and communications systems.

Do not use Goodwill Houston's IT resources and communications systems for any matter that you would like to be kept private or confidential.

#### **Violations**

If you violate this policy, you will be subject to corrective action, up to and including termination of employment. If necessary, Goodwill Houston will also advise law enforcement officials of any illegal conduct.

#### Company Monitoring

Goodwill Houston reserves the right to install security cameras in work areas for specific business reasons, such as security, theft protection or protection of proprietary information.

- 1. Goodwill Houston may find it necessary to monitor work areas with security cameras when there is a specific job- or business-related reason to do so. The company will do so only after first ensuring that such action is in compliance with state and federal laws.
- 2. Team Members should not have any expectation of privacy in work-related areas.
- 3. Team Member privacy in nonwork areas will be respected to the extent possible. Goodwill Houston's reasonable suspicion of onsite drug use, physical abuse, theft, or similar circumstances would be possible exceptions. Legal advice will be sought in advance in such rare cases where nonwork-area privacy must be compromised.
- 4. Team Members should contact their supervisor or Human Resources if they have questions about this policy.

## 6.11 Employer-Provided Cell Phone/Mobile Device Policy

Goodwill Houston may issue certain Team Members a cell phone/mobile device for work-related communications and/or operations. If you drive a vehicle during your employment, you may not use any cell phone/mobile device or other communication devices while driving unless the device is equipped or configured with a "hands-free" listening/speaking option, and you in fact utilize the hands-free device.

We understand that you may use the issued cell/mobile device for personal use; however, such personal use should not exceed the plan allowance. When the device is used for personal reasons and that usage results in an additional cost to Goodwill Houston, you are responsible for the cost of that usage, including applicable taxes unless prohibited by law.

Goodwill Houston owns and remains entitled to all cell phone/mobile devices issued to Team Members, including all passwords controlling access to them. You may not change those passwords except with permission. At the time of employment termination, all such equipment and passwords must be returned in operable condition.

Violation of this policy may result in discipline, up to and including termination of employment.

## 6.12 Social Media Policy

Goodwill Houston recognizes the Internet provides unique opportunities to participate in interactive discussions and share information using a wide variety of social media. However, the use of social media also presents certain risks and carries with it, certain responsibilities. To minimize risks to the organization, you are expected to follow our guidelines for appropriate use of social media.

#### Guidelines

For purposes of this policy, **social media** includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal website, social networking or affinity website, web bulletin board or a chat room, whether associated or affiliated with Goodwill Houston, as well as any other form of electronic communication.

Goodwill Houston's principles, guidelines, and policies apply to online activities just as they apply to other areas of work. Ultimately, you are solely responsible for what you communicate in social media. You may be personally responsible for any litigation that may arise should you make unlawful defamatory, slanderous, or libelous statements against any customer, managers or any Team Members of Goodwill Houston.

#### Know and Follow the Rules

Ensure your postings are consistent with these guidelines. Postings that include unlawful

discriminatory remarks, harassment, and threats of violence or other unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

# Be Respectful

Goodwill Houston cannot force or mandate respectful and courteous activity by Team Members on social media during nonworking time unless you have identified yourself as being associated with or employed by Goodwill Houston. If you decide to post complaints or criticism, avoid using statements, photographs, video, or audio that reasonably could be viewed as unlawful, slanderous, threatening, or that might constitute unlawful harassment. Examples of such conduct might include defamatory or slanderous posts meant to harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, age, national origin, religion, veteran status, or any other status or class protected by law or policy. Your personal posts and social media activity should not reflect upon or refer to Goodwill.

## Maintain Accuracy and Confidentiality

When posting information:

- Maintain the confidentiality of trade secrets, intellectual property, and confidential
  commercially sensitive information (i.e., financial or sales records/reports, marketing or
  business strategies/plans, customer lists, etc.) related to Goodwill Houston
- Do not create a link from your personal blog, website, or other social networking site to a
  Goodwill website that identifies you as speaking on behalf of Goodwill Houston.
- Never represent yourself as a spokesperson for the organization. If Goodwill Houston is a subject of the content you are creating, do not represent yourself as speaking on behalf of the organization. Make it clear in your social media activity that you are speaking on your own behalf.
- Respect copyright, trademark, third-party rights, and similar laws and use such protected information in compliance with applicable legal standards.

## Using Social Media at Work

Do not use social media while on your work time, unless it is work related as authorized by your manager or consistent with policies that cover equipment owned by Goodwill Houston.

## Media Contacts

If you are not a Team Member authorized to speak on behalf of the organization, do not speak to the media on behalf of Goodwill Houston. Direct all media inquiries for official Goodwill Houston responses to the Public Relations and Marketing Teams.

## Retaliation and Your Rights

Retaliation or any other negative action is prohibited against anyone who, based on a reasonable belief, reports a possible deviation from this policy or cooperates in an investigation. Those who retaliate against others for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

Nothing in this policy is designed to interfere with, restrain, or prevent Team Members from communications regarding wages, hours, or other terms and conditions of employment, or to restrain Team Members from exercising any other right protected by law. All Team Members have the right to engage in or refrain from such activities.

## 6.13 Off-Duty Use of Employer Property or Premises

Team Members are responsible for returning Goodwill Houston property in good condition and repairing or replacing any property damaged as the result of personal use or as the result of negligence.

It is policy to control the use of Goodwill Houston facilities either for business or personal reasons. You are prohibited from using Goodwill Houston facilities during nonworking hours without the consent of your manager or an Executive Team Member.

## 6.14 Conflicts of Interest

Goodwill Houston is concerned with conflicts of interest that create actual or potential job-related concerns, especially in the areas of confidentiality, customer relations, safety, security, and morale. If there is any actual or potential conflict of interest between you and a competitor, supplier, distributor, or contractor to Goodwill Houston, you must disclose it to your Manager and Human Resources. If an actual or potential conflict of interest is determined to exist, Goodwill Houston will take such steps as it deems necessary to reduce or eliminate this conflict.

# 6.15 Use of Employer Vehicles

Company vehicles are to be used for Goodwill Houston business only. Unless the use of the vehicle has been approved for personal use, personal or outside business use is strictly prohibited.

If you drive a Goodwill Houston vehicle, all infractions or violations while driving the vehicle and all restrictions, suspensions, or revocations against your driver's license must be immediately reported to Human Resources.

When a Goodwill Houston vehicle cannot be operated, is unsafe for use, or has been damaged, notify your manager and Human Resources immediately.

As the driver of a Goodwill Houston vehicle, you are responsible for the vehicle while in your charge and must not permit unauthorized persons to drive it. You are also responsible for housekeeping of the vehicle.

You may not operate a motor vehicle while under the influence of alcohol or a chemical substance or other substance that can impair judgment. You may not operate a motor vehicle while texting, emailing, or otherwise using a cell phone or other handheld device without utilizing a hands-free device.

Multiple driving moving violations that appear on the annual state department of motor vehicle check will result in suspension of rights to drive a Goodwill Houston vehicle. Suspension of rights will continue until one year has passed with no infractions. If there are persistent and ongoing problems with driving infractions, and driving a vehicle is a part of successful execution of job responsibilities, you may be terminated.

# 6.16 Telecommuting

Telecommuting is defined as regularly working a full or partial workday from home or some other alternate work site. The commute to your worksite is not compensable or reimbursable.

Goodwill Houston will make telecommuting available to Team Members when it benefits organizational and departmental needs. This option may not be available in some job classifications due to business needs. Each department manager will determine, in his or her discretion, the positions within the department that may be suitable for telecommuting.

If you are granted a telecommuting schedule, you will be subject to the same performance standards as prior to telecommuting. Telecommuting work areas may be evaluated to ensure that appropriate safety standards are met. Telecommuting may be a reasonable accommodation; consult Human Resources if you are requesting telecommuting as a reasonable accommodation.

## 6.17 Third Party Disclosures

From time to time, Goodwill Houston may become involved in news stories or potential or actual legal proceedings of various kinds. When that happens, lawyers, former employees, newspapers, law enforcement agencies, and other outside persons may contact our Team Members to obtain information about the incident or the actual or potential lawsuit.

If you receive such a contact, you should not speak on behalf of the organization and should refer any call requesting the position of Goodwill Houston's Public Relations Department. If you have any questions about this policy or are not certain what to do when such a contact is made, contact the PR Team.

# 6.18 Non-Solicitation/Non-Distribution Policy

To avoid disruption of business operations or disturbance of Team Members, customers, donors, and others, Goodwill Houston has implemented a Non-solicitation/Non-distribution Policy. For purposes of this policy, "solicitation" includes, but is not limited to, selling items or services, requesting contributions, and soliciting or seeking to obtain membership in or support for any organization. Solicitation performed through verbal, written, or electronic means is covered by the Non-solicitation/Non-distribution Policy.

You are prohibited from soliciting other Team Members during your assigned working time. For this purpose, working time means time during which either you or the Team Member who are the object of the solicitation are expected to be actively engaged with assigned work. You may conduct solicitations during your lunch period, coffee breaks, or other authorized nonworking time, so long as you do so when the other Team Members are also on nonworking time.

To avoid inappropriate litter, clutter, and safety risks, you may not distribute literature or other items that are not work related in working areas at any time. Working areas do not include break/rest areas, breakrooms or parking lots. Electronic distribution of materials is prohibited during work time. Literature that violates the company's equal employment opportunity (EEO) and non-harassment policies (including threats of violence), or is knowingly and recklessly false, is never permitted. Non-employees are not permitted to distribute materials on company premises at any time.

This policy is not intended to restrict the statutory rights of Team Members, including the right to discuss terms and conditions of employment.

Violations of this policy should be reported to your manager or Human Resources.

## 6.19 Suggestion Policy

At Goodwill Houston, we welcome suggestions for continued improvement and welcome your ideas for better ways to do your job, produce or sell the products or services of our Team Members, or meet customer, donor and client needs. Discuss your ideas with your Manager or any member of the Management Team.

We also encourage you to offer any suggestions derived from seminars, magazines, or other outside sources of information you believe would add value to Goodwill Houston.

Understand that any suggestions, innovations, inventions, or other matter created by you on work time or with the organization's tools or property may be considered to be the property of Goodwill Houston.

## 6.20 Whistleblower Policy

Goodwill Houston will not tolerate retaliatory action against a team member or customer who reports, in good faith, violations of federal or state criminal or civil laws and regulations, professional standards, internal policies, including the organization's ethics policy, the improper use or misappropriation of organizational assets, or any other improper conduct deemed to be a violation of law, policy, or business practice.

Team members are encouraged to immediately report an observation of violations of the law, policy or business practice defined above that creates a substantial and specific danger to Goodwill Houston's operations to the Store Manager. Nothing in this policy is intended to interfere with legitimate employment decisions.

Team members are encouraged to contact Human Resources if they require assistance in interpreting this policy or if the Team Member does not want to report such concerns to any manager or supervisor.

# 7.0 Performance, Discipline, Layoff, and Termination

#### 7.1 Internal Promotions

All Goodwill Houston Team Members are encouraged to seek advancement opportunities and obtain career guidance from the Management Teams and Human Resources.

Generally, a Team Member's basic eligibility for a transfer or a promotion will be reviewed on a case-by-case basis.

To be considered for a transfer or promotion, the general rule is the Team Member must request or apply and be in good standing, i.e., not have received discipline within the preceding six (6) months or be on a performance improvement plan, with the company.

If there has been a corrective action(s) during the six (6) months prior to the request or application, which is performance based (e.g., overage, tardiness, etc.) and the Team Member has clearly shown improvement, the corrective action(s) may not affect the decision.

Internal roles will be posted for a minimum of three (3) calendar days unless otherwise approved by Human Resources.

#### 7.2 Location Transfers and In-role Promotions

#### **Location Transfers:**

A location transfer is moving to a different Goodwill Houston location in the exact position a Team Member has at the time of the request. All transfers must be reviewed by the Manager and submitted and approved by Human Resources.

To be considered for a transfer, a Transfer Request form must be reviewed by the Manager submitted to Human Resources. It is a general rule that you are in good standing with the organization. However, corrective actions regarding performance may be discounted if the Team Member has consistently shown improvement.

# In-role Promotions:

This is a promotion that is deemed to be in the same role but required at a higher level (seniority) and the person in meets the performance and capability requirements.

To be considered for an in-role promotion, the Manager must have approval from Senior Management to be submitted to Human Resources. It is a general rule that are in good standing with the company. However, corrective actions regarding performance may be discounted if the Team Member has consistently shown improvement.

All exempt Team Members with less than six (6) months of service must obtain prior approval from Human Resources before applying for another position within the organization.

Promotions and transfers may involve an increase in compensation and/or benefits. The increase, if applicable, will begin on the date of your promotion.

## 7.3 Pay Raises

Depending on financial health and other Goodwill Houston factors, efforts will be made to give pay raises consistent with Goodwill Houston profitability, job performance, and the consumer price index. The organization may also make individual pay raises based on merit, market influences, a change of job position, or other related factors. Annual pay increases are not guaranteed and are solely at the discretion of senior management.

# 7.4 Performance Improvement

Goodwill Houston will make efforts to periodically review your work performance. The performance improvement process will take place annually, or as business needs dictate. You may specifically request that your manager assist you in developing a performance improvement plan at any time, or your manager may require a performance improvement plan where performance does not meet expected results.

The performance improvement process is a means for increasing the quality and value of your work performance. Your initiative, effort, attitude, job knowledge, and other factors will be addressed. You must understand that a positive job performance review does not guarantee a pay raise or continued employment. Pay raises and promotions are based on numerous factors, only one of which is job performance.

## 7.5 Problem Solving Procedure

As a Goodwill Houston Team Member, you have the right and responsibility to voice any occurrence perceived as unfair or inequitable by going through the problem-solving procedure. Goodwill Houston believes in direct ethical communication, especially if there is conflict or issues that arise. Therefore, if you have an issue with an individual, please address it with that person directly. If you had already attempted to or do not feel safe, then discuss with your manager first. If you have met with your manager and you are unsatisfied or feel the issue has not been resolved, follow the chain of command, and contact your manager's manager.

After following the chain of command, you do not feel there has been a satisfactory resolution, you can contact Human Resources.

## 7.5a Open Door/Conflict Resolution Policy

Goodwill Houston strives to provide a comfortable, productive, legal, and ethical work environment. To this end, we want you to bring any problems, concerns, or grievances you have about the workplace to the attention of your Manager, Sr. Management or Human Resources.

If you believe there is inappropriate conduct or activity on the part of the organization, management, team members, customers, donors, vendors or any other persons or entities related to Goodwill Houston, bring your concerns to the attention of your manager or Human Resources at a time and place that will allow the person to properly listen to your concern. Most problems can be resolved informally through dialogue between you and your immediate Manager.

If you have already brought this matter to the attention of your manager before and do not believe you have received a sufficient response, or if you believe that person is the source of the problem, present your concerns to Human Resources or Sr. Management. Describe, in writing, the problem, those persons involved in the problem, efforts you have made to resolve the problem, and any suggested solution you may have.

## 7.6 Standards of Conduct

Goodwill Houston wishes to create a work environment that promotes job satisfaction, respect, responsibility, integrity, and value for all our Team Members, donors, customers, clients and other stakeholders. We all share in the responsibility of improving the quality of our work environment. By deciding to work here, you agree to follow our rules.

While it is impossible to list everything that could be considered misconduct in the workplace, what is outlined here is a list of common-sense infractions that could result in discipline, up to and including immediate termination of employment. This policy is not intended to limit our right to discipline or discharge (or in any way alter the "at will" status) Team Members for any reason permitted by law.

Examples of inappropriate conduct include:

- Violation of the policies and procedures set forth in this handbook.
- Possessing, using, distributing, selling, or negotiating the sale of illegal drugs or other controlled substances.
- Being under the influence of alcohol during working hours on Goodwill Houston property (including in vehicles), or on Goodwill Houston business.
- Inaccurate reporting of the hours worked by you or any other Team Members.
- Providing knowingly inaccurate, incomplete, or misleading information when speaking on behalf of the Goodwill Houston} or in the preparation of any employment-related documents including, but not limited to, job applications, personnel files, employment review documents, intra-company communications, or expense records.
- Taking or destroying Goodwill Houston property.
- Possession of potentially hazardous or dangerous property (where not permitted) such as firearms, weapons, chemicals, etc., without prior authorization.
- Fighting with, or harassment of (as defined in our EEO policy), any fellow employee, vendor, or customer.
- Disclosure of proprietary or confidential information.
- Refusal or failure to follow directions or to perform a requested or required job task.
- Refusal or failure to follow safety rules and procedures.
- Excessive tardiness or absences.
- Smoking in non-designated areas.
- Working unauthorized overtime.
- Solicitation of fellow employees on Goodwill Houston premises during working hours.
- Failure to dress according to policy.
- Use of obscene or harassing (as defined by our EEO policy) language in the workplace.
- Engaging in outside employment that interferes with your ability to perform your job at Goodwill Houston.
- Lending keys or keycards to Goodwill Houston's property to unauthorized persons.

Nothing in this policy is intended to limit your rights under the National Labor Relations Act, or to modify the at-will employment status where at-will is not prohibited by state law.

# 7.7 Disciplinary Process

Violation of Goodwill Houston policies or procedures may result in disciplinary action including demotion, transfer, leave without pay, or termination of employment. Goodwill Houston encourages a system of progressive discipline depending on the type of prohibited conduct. However, it is not required to engage in progressive discipline and may discipline or terminate Team Members who violate the rules of conduct, or where the quality or value of their work fails to meet expectations at any time. Again, any attempt at progressive discipline does not imply that your employment is anything other than on an "at-will" basis.

In appropriate circumstances, management will first provide you with a verbal warning, then with one or more written warnings, and if the conduct is not sufficiently altered, eventual demotion, transfer or termination of employment. Your manager will make every effort possible to allow you to respond to any disciplinary action taken. Understand that while Goodwill Houston is concerned with consistent enforcement of our policies, we are not obligated to follow any disciplinary or grievance procedure and that depending on the circumstances, you may be disciplined or terminated without any prior warning or procedure.

Goodwill Houston reserves the right to discipline its team members for any violation of safety rules, work rules or any other policy or procedure, whether or not set forth in this Team Member Handbook, and no warnings, either written or oral, or other disciplinary action shall be required to precede termination of employment if Goodwill Houston, in its sole discretion, decides to terminate the employment of any it's team members.

On-the-job conduct of employees is a major factor affecting the safety, productivity and growth of our company. Goodwill Houston reserves all rights as an employer "at will" in its handling of personnel.

- 1. Stopping work before the time specified by the supervisor.
- 2. Loitering or loafing during working hours.
- 3. Creating or contributing to unsanitary or unsafe conditions.
- 4. The posting or removal of notices without Goodwill Houston's approval.
- 5. Violation of safety rules.
- 6. Obscene, abusive language toward any employee or customer.
- 7. Refusing to obey orders of a supervisor pertaining to work.
- 8. Deliberate destruction of or damage to Goodwill Houston property, or the property of other employees.
- 9. Severe and deliberate misuse of Goodwill Houston property.
- 10. Falsifying information on any Goodwill Houston form, including the application form, or giving false information during a company investigation.
- 11. Concerted or deliberate work slowdown.
- 12. Theft of Goodwill Houston property, which includes all company fixtures, supplies and donated items.
- 13. Possession or use of liquor or illegal drugs on company property or reporting to work under the influence of liquor or illegal drugs.
- 14. Possession of weapons on company property even if licensed to carry the same.
- 15. Fighting or threatening another employee, customer, client or any other person on company grounds.
- 16. Sleeping on company time.
- 17. Tardiness or absenteeism.

Obviously, Goodwill Houston <u>cannot</u> list rules to cover every situation, and the above listed rules shall not be deemed to alter the company's right to discipline or terminate team members for any reason in its sole discretion.

## 7.8 Policy Against Workplace Violence

As the safety and security of our Team Members, customers, donors, vendors, contractors, and the general public is in the best interests of Goodwill Houston, we are committed to working with our Team Members to provide a work environment free from violence, intimidation, and other disruptive behavior.

#### Zero Tolerance Policy

Goodwill Houston has a zero-tolerance policy regarding workplace violence and will not tolerate acts or threats of violence, harassment, intimidation, and other disruptive behavior, either physical or verbal, that occurs in the workplace or other areas. This applies to all team members, and non-employees such as customers, donors, and visitors.

Workplace violence can include oral or written statements, gestures, or expressions that communicate a direct or indirect threat of physical harm, damage to property, any intentional behavior that may cause a person to feel threatened or any form of harassment.

Prohibited conduct includes, but is not limited to:

- Physically injuring another person.
- Threatening to injure a person or damage property by any means, including verbal, written, direct, indirect, or electronic means.
- Taking any action to place a person in reasonable fear of imminent harm or offensive contact.
- Possessing, brandishing, or using a firearm on Goodwill Houston property or while performing Goodwill Houston business except as permitted by state law.
- Violating a restraining order, order of protection, injunction against harassment, or other court order.

#### Reporting Incidents of Violence

Report to Management or Human Resources, in accordance with this policy, any behavior that compromises our ability to maintain a safe work environment. All reports will be investigated immediately and kept confidential, except where there is a legitimate need to know. You are expected to cooperate in any investigation of workplace violence.

#### **Violations**

Violating this policy may subject you to criminal charges as well as discipline up to and including immediate termination of employment.

#### <u>Retaliation</u>

Victims and witnesses of workplace violence will not be retaliated against in any manner. In addition, you will not be subject to discipline for, based on a reasonable belief, reporting a threat or for cooperating in an investigation.

If you initiate, participate, are involved in retaliation, or obstruct an investigation into conduct prohibited by this policy, you will be subject to discipline up to and including termination.

If you believe you have been wrongfully retaliated against, immediately report the matter to Human Resources.

# 7.9 Theft, Theft of Time & Stashing

#### Theft

Goodwill Houston's property, including donated goods, may not be removed from company premises without prior approval from executive management.

Theft, or misappropriation of Goodwill Houston property, cash register shortages, underpricing or not ringing up merchandise correctly will not be tolerated under any circumstances. Any theft, stashing, or misappropriation will be grounds for immediate termination and may cause the organization to bring criminal charges against you.

Furthermore, Team Members are required to inform a member of management or Human Resources if they witness any theft, stashing, or misappropriation or witness suspicious activities which may lead to theft or misappropriation of Goodwill Houston property. Failure to report either theft, stashing, or misappropriation of Goodwill Houston property will be grounds for disciplinary action up to and including termination of employment.

## Theft of Time

Team members are responsible for their own time by assuring that they clock themselves in and clock themselves out on their scheduled shifts including lunch breaks. Any violation of this policy will be grounds for disciplinary action up to and including termination of employment.

Under no circumstances may one Team Member clock another Team Member in or out. Both Team Members who are involved in this practice will be subject to immediate termination of employment.

## <u>Stashing</u>

Goodwill Houston identifies stashing as the removal of donated goods from the process to be placed aside for personal gain, future purchase etc. This a violation of company policy and will result in immediate termination.

# 7.10 Donation Policy

Goodwill Houston donors and the general public are concerned about the way their donated goods are handled. These goods are a significant revenue source for the company and Goodwill Houston must do everything possible to avoid violating the public's trust. Each individual receiving, shipping, handling and selling contributed material is a trustee of these materials. Each donated good, no matter how small or what shape it is in, should be treated as if it were cash in a cashier's drawer. Each Team Member is always expected to keep this in mind when in contact with donated goods.

Anyone who willfully takes any product/item/article that has been contributed to Goodwill Houston for his/her personal use or benefit will be subject to immediate termination and prosecution.

Team members MAY NOT accept any type of money, tip or merchandise from customers or donors for personal gain. Team Members MAY NOT ask donors or customers for merchandise, money, or other property, or suggest that customers give their donations to other people, agencies or team members. This is grounds for immediate termination and possible criminal charges being filed against all employees involved. Team members MAY NOT personally sell or give Goodwill Houston donations, merchandise, or other company property to other team members, donors, customers, agencies, or other persons for any reason without prior approval from the Operations Executive in charge of your area. This is grounds for immediate termination and possible criminal charges being filed against all Team Members involved.

#### 7.11 Personal Cellular Phone and Other Mobile Devices

While at work team members are expected to exercise the same discretion in using personal cell phones as is expected for the use of company phones. Excessive personal calls during the workday, regardless of the phone used, can interfere with productivity and be distracting to others. A reasonable standard is to limit personal calls during work time to no more than one per day as needed. Team members are therefore asked to make any other personal calls on non-work time and to ensure that friends and family members are aware of the company's policy. Flexibility will be provided in circumstances demanding immediate attention.

To ensure that all team members perform at their optimal level and free from distraction, use of Bluetooth and other/similar wireless communication devices will not be allowed in the workplace. However, there may be some team members who will be allowed to wear Bluetooth type devices where business needs dictate. Team members required to wear such devices for business reasons will be notified by their manager/supervisor of this requirement.

Additionally, at no time will team members be allowed to have portable music devices (e.g., phones, iPod, etc.) on their person during working hours. Headphones, ear buds and other devices will not be used in the workplace. This measure helps to ensure a safe working environment for all team members and a safe and enjoyable experience.

#### 7.12 Fraternization

This policy cautions team members about the potential problems posed by certain relationships. These are relationships (personal, intimate, romantic, etc.) with another Goodwill Houston Team Member, program participant, vendor, customer or business partner, which could reasonably be expected to have, an adverse effect to the workplace environment.

Anyone involved in a potentially fraternizing relationship is required to disclose the relationship to their manager or Human Resources. Based on facts, circumstances and this policy, the Manager should recommend a transfer or reassignment if an available position exists. The individual with the more senior position will be considered for transfer first to avoid any perception of retaliation against the less senior person. If an available position does not exist, it may lead to termination. Where problems or potential risks are identified Human Resources will work with the parties involved to consider options for resolving the conflict.

Individuals in supervisory relationships or other influential roles are subject to more stringent requirements under this policy due to their status as role models, their access to sensitive information and their ability to influence others. The initial solution will be to make sure that the parties involved no longer work together on matters where one is able to influence the other or take action for the other. Matters such as hiring, firing, promotions, performance management, compensation decisions, financial transactions, etc. are examples.

# 7.13 Employment of Family and Cohabitants

Goodwill Houston recognizes that employing family members or individuals who live in the same household (cohabitants) may cause serious conflicts and can have an adverse effect to the workplace. To eliminate this as a potential issue, a Team Member cannot work under the direct or indirect supervision (meaning the same line of supervision) of a family member or cohabitant.

Based on facts, circumstances and this policy, the Manager must recommend a transfer or reassignment if an available position exists. If an available position does not exist, it may lead to a demotion or termination.

Individuals in supervisory position or other influential roles are subject to more stringent requirements under this policy due to their status, their access to sensitive information and their ability to influence others. The initial solution will be to make sure that the parties involved no longer work together on matters where one is able to influence the other or take action for the other on matters such as hiring, firing, promotions, performance management, compensation decisions, financial transactions, etc.

#### 7.14 Job Abandonment

If you fail to show up for work or fail to call in with an acceptable reason for the absence for a period of three consecutive scheduled days, you will be considered to have abandoned your job and voluntarily resigned from Goodwill Houston.

## 7.15 Resignation Policy

Goodwill Houston hopes that your employment will be a mutually rewarding experience; however, it acknowledges that varying circumstances can cause you to resign employment. Goodwill Houston intends to handle any resignation in a professional manner with minimal disruption to the workplace.

#### Notice

Goodwill Houston requests that a Team Member provides a minimum of two (2) weeks' notice of your resignation. If the Team Member is in a management position, a four (4) week notice would be appreciated. Provide a written resignation letter to your manager and Human Resources. If a Team Member provides adequate notice and works through the two (2) weeks, any unused vacation pay will be paid. If you provide less notice than requested, accrued vacation will not be paid out and Goodwill Houston may deem the individual ineligible for rehire, depending on the circumstances of the notice given.

Upon receipt of your notice, or any time thereafter, Goodwill Houston may elect to accept your resignation and may not require you to work through the notice date provided in your resignation letter. Under these circumstances, all unused, accrued vacation time will be paid out on the final check for that employee.

If you are participating in the company's medical and/or dental benefits program information will be provided to you on how to continue health and/or dental insurance under COBRA.

## Return of Property

Return all Goodwill Houston property at the time of separation, including keys, fabs, Goodwill ID badge, cellphone, laptop, etc. Failure to return some items may result in deductions from your final paycheck where state law allows.

## 7.16 Exit Interview

You may be asked to participate in an exit interview when you leave Goodwill Houston. The purpose of the exit interview is to provide management with greater insight into your decision to leave employment; identify any trends requiring attention or opportunities for improvement; and to assist the organization in developing effective recruitment and retention strategies. Your cooperation in the exit interview process is appreciated.

## 7.17 Outside Employment

Outside employment that creates a conflict of interest or that affects the quality or value of your work performance or availability at Goodwill Houston is prohibited. The organization recognizes that you may seek additional employment during off hours, but in all cases expects that any outside employment will not affect your attendance, job performance, productivity, work hours, or scheduling, or would otherwise adversely affect your ability to effectively perform your duties or in any way create a conflict of interest. Any outside employment that will conflict with your duties and obligations to Goodwill Houston should be reported to your manager. Failure to adhere to this policy may result in discipline up to and including termination.

# 7.18 Workforce Reductions (Layoffs)

If necessary, based on business needs, Goodwill Houston Management may decide to implement a reduction in force (RIF). We acknowledge that RIFs can be a trying experience for all involved, and Goodwill Houston will make its best effort to make sound business decisions while acknowledging the needs of its workforce.

# 8.0 Safety and Loss Prevention

## 8.1 General Safety Policy

It is the responsibility of all Goodwill Houston Team Members to maintain a healthy and safe work environment. Report all safety hazards and occupational illnesses or injuries to your manager as soon as reasonably possible and complete an occupational illness or injury form as needed. Failure to follow Goodwill Houston health and safety rules may result in disciplinary action, up to and including termination of employment.

## 8.2 Security

All team members are responsible for helping to make Goodwill Houston a secure work environment and protecting the assets of Goodwill Houston, its property, money, and, most importantly, our team members.

Immediately advise your manager of any known or potential security risks and/or suspicious conduct of team members, customers, donors, or guests of Goodwill Houston. Safety and security are the responsibility of all Goodwill Houston, and we rely on you to help us keep our premises secure.

# 8.3 Smoke Free Workplace

Goodwill Houston prohibits smoking and vaping on all company premises to provide a safe and healthy work environment for all Team Members. Smoking includes the use of electronic smoking devices, hookahs, etc.

Goodwill Houston premises means any area that Team Members enter, exit, or pass through during the course of employment including, but not limited to, entrances and exits to the places of employment, including the minimum of 25 feet from entrances, exits, open windows and ventilation intakes that serve an enclosed area where smoking is prohibited.

# 8.4 Drug and Alcohol Policy

Goodwill Houston is committed to providing a safe, healthy, and productive work environment. Consistent with this commitment, it is the intent of Goodwill Houston to maintain a drug and alcohol-free workplace. Being under the influence of alcohol, illegal drugs (as classified under federal, state, or local laws), or other impairing substances while on the job may pose a serious health and safety risk to others, and will not be tolerated.

## **Prohibited Conduct**

Goodwill Houston expressly prohibits team members from engaging in the following activities when they are on duty or conducting Goodwill Houston business or on Goodwill Houston premises (whether or not they are working) or operating any company vehicle or equipment (whether or not they are working):

- The use, abuse, or being under the influence of alcohol, illegal drugs, or other impairing substances.
- The possession, sale, purchase, transfer, or transit of any illegal or unauthorized drug, including prescription medication that is not prescribed to the individual, or drug-related paraphernalia.
- The illegal use or abuse of prescription drugs.

Team members must report any known use, possession, sale or distribution of drugs or alcohol on Goodwill Houston's premises or conducting company business.

Nothing in this policy is meant to prohibit your appropriate use of over-the-counter medication or other medication that can legally be prescribed under both federal and state law, if it does not impair your job performance or safety or the safety of others. If you take over-the-counter medication or other medication that can legally be prescribed under both federal and state law to treat a disability, inform your manager if you believe the medication may impair your job performance, safety, or the safety of others or if you believe you need a reasonable accommodation before reporting to work while under the influence of that medication.

Violation of this policy may result in disciplinary action, up to and including termination of employment.

## 8.5 Drug and Alcohol Testing

Goodwill Houston may require any Team Member to undergo drug and/or alcohol testing under the following conditions:

Reasonable Suspicion: If there is a reasonable suspicion drawn from specific objective facts and reasonable inferences drawn from those facts that a Team Member:

- Under the influence of drugs or alcohol.
- Violated Goodwill's Drug and Alcohol Policy prohibiting the use, possession, sale or distribution of drugs or alcohol.
- Sustained a personal injury in the workplace or caused another Team Member to sustain a personal injury.
- Caused a work-related accident or was operating machinery, equipment or vehicles involved in an accident and/or property damage.

Random Testing, which is at Goodwill Houston's discretion.

If a Team Member is tested for drugs and/or alcohol and the results indicate a violation of the

Drug and Alcohol Policy or if a Team Member refuses a request to submit to testing under this policy will be subject to disciplinary action up to, and including, termination.

## 8.6 Injuries on the Job

Team Members who are injured on the job, or whose injuries are directly related to the performance of their job duties, must report the injury to their manager immediately, regardless of how minor the injury may be. If it is an emergency and immediate medical care is needed, Managers should contact emergency medical service providers (911) if necessary and assist injured employees until medical attention is on-site.

If the extent of the injury is not an emergency but requires immediate medical attention, Human Resources must be notified. The Team Member will be advised of an appropriate medical facility. If the Team Member needs transportation, Human Resources will arrange transportation to the appropriate medical facility. If the injured Team Member is a juvenile, his or her parent(s), guardian or legal custodian must be notified and accompany them to the medical facility.

The Manager needs to promptly complete the Accident/Incident Report, gather witness statements, and deliver the information to <a href="mailto:EmployeeAccidents@goodwillhouston.org">EmployeeAccidents@goodwillhouston.org</a> within twenty-four hours of injury so future injuries of a similar nature can be avoided and payment of medical and other benefits provided by law can be initiated in a timely manner as circumstances warrant.

# 8.7 Business Closure and Emergencies

Goodwill Houston recognizes that inclement weather and other emergencies may affect your ability to get to work. In such situations, your safety is paramount.

## **Location Closure**

Examples of emergencies when Goodwill Houston location(s) may close include, but are not limited to, floods, hurricanes, etc.

#### Notification

In an emergency, Goodwill Houston will make every effort to notify you of the closing by calling the **Goodwill Hotline (832) 900-7475**. These notification efforts assume that you have access to electricity and internet and/or phone service.

When Goodwill Houston is unable to notify you of the closure, use common sense to assess the safety and practicality of the situation. For example, if there is reported flash flooding in your area, report to work only if you can make it safely.

## Partial-Day Closure

If an emergency event such as inclement weather or a power outage occurs, Goodwill Houston may decide to close mid-day. When closing mid-day, you will be instructed to leave immediately so that the conditions do not further deteriorate and affect your ability to travel safely.

#### Extending Leave

When the Goodwill Houston closure ends, you are expected to report to work. Contact your manager if you cannot return to work at the end of the closure. Goodwill Houston recognizes that you may need additional time off to repair extensive home damage or for other emergency situations. These will be assessed on a case-by-case basis.

#### If You Cannot Get to Work

Unique circumstances may affect your ability to come to work even when Goodwill Houston is

able to remain open. Goodwill Houston recognizes that in a severe national or regional disaster, all methods of communication may be unavailable; however, you should continue to try and contact your manager by any method possible.

Time missed under circumstances where Goodwill Houston remains open and you are unable to report to work is to be used as vacation time, personal time, or is unpaid.

# 8.8 Workplace Privacy and Right to Inspect

Goodwill Houston property, including but not limited to donations, lockers, phones, computers, tablets, desks, workplace areas, vehicles, or machinery, remains under the control of Goodwill Houston and is subject to inspection at any time, without notice to any Team Member, and without their presence.

You should have no expectation of privacy in any of these areas. We assume no responsibility for the loss of, or damage to, your property maintained on Goodwill Houston premises including that kept in lockers and desks.

Any Team Member leaving Goodwill Houston retail and donation premises should have personal effects checked by a member of Management or any authorized Goodwill Houston Staff. Personal effects include, but are not limited to, purses, lunch kits, back packs or any other bags carried into/out of a Goodwill Houston location. During a search, personal effects should not be touched by the inspector. If an item(s) needs to be moved or removed, the Team Member must do so.

If an unauthorized or illegal item(s) is found as a result of the search or inspection, the Team Member will be subject to discipline up to and including termination. Unauthorized items include, but not limited to, any property of Goodwill Houston, weapons, alcohol, drugs, controlled substances, drug paraphernalia, etc.

#### 8.9 Clear Bags

Goodwill Houston requires Team Members, in the retail stores and donation centers, to carry a clear bag and limit what personal possessions are brought into the workplace for safety and security reasons.

#### Personal Belongings

- Team Members are expected to exercise reasonable care to safeguard personal items of
  value brought to work. Such items should never be left unattended or in plain view.
  Goodwill Houston does not assume responsibility for the loss or theft of personal belongings,
  and Team Members are advised not to carry unnecessary amounts of cash or other
  valuables with them when reporting to work.
- Where applicable, Team Members are required to store personal belongings in their assigned locker except for their wallet, keys and or change purse.
- Team Members working in production, dealing with customers, or driving, are not to bring DVD Players, iPod, or other entertainment devices to work or to use during time on duty.

# Clear Bags

- Team Members must use clear bags to carry all personal belongings to work. Clear bags
  are to be used for lunches, wallets, identification, and other personal items which the Team
  Member might bring to work.
- Team Members may bring fast food in the bag that the restaurant uses but it cannot leave with the bag. It needs to be disposed after the Team Member has finished eating.

#### Lockers/Locks

- Team Members will be assigned a locker or storage area for safekeeping a few, small
  personal effects during working hours. Team Members are responsible for maintaining their
  lockers or storage areas in a clean and sanitary manner, and each should be kept locked
  at all times.
- Goodwill Houston may inspect the contents of lockers and storage areas on company property at any time and remove all Goodwill property and other items which are in violation of Goodwill rules and policies.
- Team Members are responsible for providing their own locks.

#### Personal Responsibility

- Team Members are required to report any and all violations to their manager and or the
  Goodwill Cares Line in regard to personal property issues, or if they witness any suspicious
  behavior that could lead to the damage or theft of any personal property.
- Team Members are required to cooperate with any Loss Prevention/Safety/ Human Resources investigation. Failure to cooperate with an investigation includes misleading/misrepresenting facts; attempting to influence a witness; or disclosing confidential information/discussing details of investigation with third parties other than investigators.

#### 8.10 Communicable Diseases

Goodwill Houston's decisions involving persons who have communicable diseases shall be based on current and well-informed medical judgments concerning the disease, the risks of transmitting the illness to others, the symptoms and special circumstances of each individual who has a communicable disease, and a careful weighing of the identified risks and the available alternative for responding to a Team Member with a communicable disease.

Communicable diseases include, but are not limited to, measles, influenza, viral hepatitis-A (infectious hepatitis), viral hepatitis-B (serum hepatitis), human immunodeficiency virus (HIV infection), AIDS, AIDS-Related Complex (ARC), leprosy, Severe Acute Respiratory Syndrome (SARS), tuberculosis and Corona Virus (COVID-19). Goodwill Houston may choose to broaden this definition within its best interest and in accordance with information received through the Centers for Disease Control and Prevention (CDC), federal and/or state recommendations.

Goodwill Houston will not discriminate against any job applicant or Team Member based on the individual having a communicable disease. Applicants and Team Members shall not be denied access to the workplace solely on the grounds that they have a communicable disease. Goodwill Houston reserves the right to exclude a person with a communicable disease from the workplace facilities, programs and functions if the organization finds that, based on a medical determination, such restriction is necessary for the welfare of the person who has the communicable disease and/or the welfare of others within the workplace.

Goodwill Houston will comply with all applicable statutes and regulations that protect the privacy of persons who have a communicable disease. Every effort will be made to ensure procedurally sufficient safeguards to maintain the personal confidence about persons who have communicable diseases.

# 8.11 Distracted Driving

The main purpose of this policy is to protect the health and safety of Goodwill Houston team members, by prohibiting or restricting them from undertaking activities that distract their focus from driving responsibilities while operating any motor vehicle during their work.

This policy has been implemented to:

- Reduce the incidence of driver distractions and to ensure the safety of our team members and others (passengers, other motorists, and pedestrians).
- Reduce operational and financial risks.
- Strengthen the reputation of the company.

#### Application

This policy applies to all team members, company and personal vehicles being used while on or in conduct of Goodwill Houston business and when driving on Goodwill Houston property. Driving or operating a vehicle for this policy means anytime you are in a vehicle and not in a safe location where you are in the "Park" position.

## **Definition**

Distracted driving is the diversion of attention from driving, as a result of the driver focusing on a non-driving object, activity, event, or person. This diversion reduces cognitive awareness, decision-making, or performance leading to increased risk of driver-error, near-crashes, or crashes. One of the main concerns is when on conference calls and video conferencing meetings having to locate and press the mute/un-mute buttons.

#### **Prohibited Activities**

Team members are prohibited from any of the following when the application to this policy applies.

May not use or operate handheld electronics or mobile devices (the device may only be used if it is in handsfree mode)

- Mobile Phone
- Computer/Laptop/Tablet
- MP3 Players/Streaming Device

May not be an active participant/presenter on any type of conference calls or on any type of video conferencing platform (MS Teams/Zoom/ Google Meet)

- No video enabled at all with no exceptions
- May not read (no reading of phones, books, newspaper, etc.)
- May not engage in any type of personal grooming

#### Permitted Activities

It is strongly discouraged but the following activities are permitted:

Use of mobile phone is permitted if the device is in handsfree mode.

May be on a conference call as a listen only participant.

May be on a video conferencing platform meeting with video turned off in a listening participant capacity only (NO EXCEPTIONS).

It is encouraged to plan as much as possible to be in a safe location where the vehicle is in park.

It is encouraged to plan and if necessary, send notes or your presentation information to the meeting facilitator and about you need to be a listen only participant.

#### Enforcement

Violations of this policy will be considered a serious matter and may be subject to disciplinary action up to and including termination.

# **Closing Statement**

Thank you for reading the Goodwill Houston Handbook. We hope it has provided you with an understanding of our mission, history, and structure as well as our current policies and guidelines. We look forward to working with you to create a successful organization and a safe, productive, and pleasant workplace.

# Acknowledgment of Receipt and Review

By signing below, I acknowledge that I have received a copy of Goodwill Houston Team Member Handbook and that I have read it, understand it, asked any questions that I had, and agree to comply with it. I understand that Goodwill Houston has the maximum discretion permitted by law to interpret, administer, change, modify, or delete the rules, regulations, procedures, and benefits contained in the handbook at any time with or without notice. No statement or representation by a supervisor, manager or any other team member, whether oral or written, can supplement or modify this handbook. Changes can only be made if approved in writing by the President/CEO and/or CFO. I also understand that any delay or failure by Goodwill Houston to enforce any rule, regulation, or procedure contained in the handbook does not constitute a waiver on behalf of the organization or affect the right of Goodwill Houston to enforce such rule, regulation, or procedure in the future.

I understand that neither this handbook nor any other communication by a management representative or other, whether oral or written, is intended in any way to create a contract of employment. I further understand that, unless I have a written employment agreement signed by an authorized Goodwill Houston representative, I am employed "at-will" (to the extent permitted by law) and this handbook does not modify my "at-will" employment status.

If I am covered by a written employment agreement (signed by an authorized Goodwill Houston representative) or a collective-bargaining agreement that conflicts with the terms of this handbook, I understand that the terms of the employment agreement or collective-bargaining agreement will control.

This handbook is not intended to preclude or dissuade employees from engaging in legally protected activities under the National Labor Relations Act (NLRA).

This handbook supersedes any previous handbook or policy statements, whether written or oral, issued by Goodwill Houston.

If I have any questions about the content or interpretation of this handbook, I will contact Human Resources.

	_		
Signature		Date	
Print Name	_		