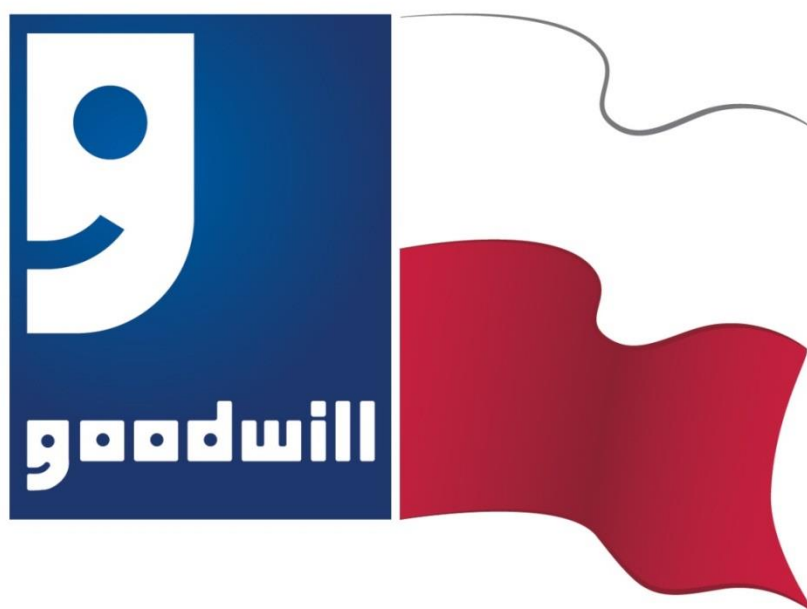


# Goodwill Industries of Houston, Inc. Employee Handbook



**Changing lives through the power of work!**

*>Welcome to Goodwill Houston!*

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## **A Letter of Greetings from the President**

It is my pleasure to welcome you to Goodwill Industries of Houston. As you will come to know, Goodwill is a unique organization whose mission is to provide training, education and employment opportunities to people with disabilities and other barriers to employment. Goodwill Houston has been awarded the Better Business Bureau “Winner of Distinction” for superior commitment to ethics, overall excellence, and quality in the workplace – one of the top awards for accredited, charitable members.

Goodwill Houston is an organization that emphasizes respect, trust, cooperation and collaboration. The benefits, policies and procedures outlined in this handbook have been designed to foster those values.

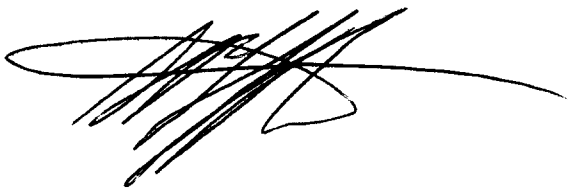
This handbook has been compiled to be a convenient guide and can help answer many of the questions you may have regarding your employment. Please familiarize yourself with it and use it as a reference. It is important to remember, however, that each situation is unique and judgment must be used in applying policies fairly and equitably.

I hope you find your employment at Goodwill Houston challenging and rewarding; for no job at Goodwill is unimportant or unrelated to the Company’s pursuit of its purpose. The successful achievement of our mission depends upon the dedicated performance of each one who works here.

Questions that cannot be answered by reference to this Employee Handbook may be directed to your supervisor or to the Human Resources Department.

Again, welcome to Goodwill Industries of Houston.

Best regards,

A handwritten signature in black ink, appearing to read 'S. Lufburrow', with a long horizontal flourish extending to the right.

Steven P. Lufburrow  
President and Chief Executive Officer

## **Employee Handbook Statement**

For purposes of the Employee Handbook, Goodwill Industries of Houston, Inc. may be identified as the “employer”, “company”, “organization”, “agency” or “Goodwill Houston”. An employee is defined as an individual hired by the company to perform specific duties outlined, but not totally defined, by a job description.

Employees are classified into two categories. Non-exempt employees are typically referred to as “hourly” employees and are only paid for hours actually worked. Hourly employees are eligible for overtime pay. Exempt employees are typically referred to as “salaried” employees and are paid a bi-weekly rate for the work performed regardless of the number of hours they work. Exempt employees are not eligible for overtime pay.

This Handbook is designed to communicate personnel policies, benefits and work standards to all employees. It has been written to serve as a guide during your employment with Goodwill Houston. The samples in this handbook provide general information on the Human Resources policies, procedures, and practices of Goodwill Houston.

The Goodwill Houston Employee Handbook also provides valuable instruction and guidance for supervisory personnel regarding the implementation and enforcement of Goodwill policies, thus fostering uniform and consistent treatment of employees and reducing the risk of disparate treatment and illegal discrimination.

Neither this handbook nor any other Company document should be considered an employment contract, nor does it guarantee any fixed terms or conditions of your employment. Goodwill Houston may terminate your employment with or without cause and without prior notice, or you may resign for any reason at any time. No supervisor or other representative of the company (except for the President) has the authority to make any agreement contrary to the above.

While every effort has been made to provide you with information that is accurate, that accuracy cannot be guaranteed. The Employee Handbook is provided with the understanding that procedures, policies and benefits described in this handbook may be modified or discontinued. We will make every effort to inform you of any changes to this handbook as they occur.



## **Mission Statement**

We provide education, training and job opportunities to people with disabilities and other barriers to employment, improving the lives of individuals, families and communities.

## **Vision Statement**

We shall be the premier workforce development resource in greater Houston, based on the excellence of our people and our career services.

## **Operational Ethical Codes**

Goodwill Industries of Houston's Values and Ethic Codes serve two purposes. First, they provide written expression of our intentions regarding the behavior of the agency and its employees; serving as a universal set of standards which employees are to uphold. Secondly, these values and codes are to inform employers, employees and the community of our standards to uphold confidence and trust, and to promote responsible growth and good stewardship of resources.

## **Operational Ethical Statements**

**Respect:** Through respecting each individual as a person, betterment as a whole will result.

**Honesty/Truthfulness:** When honesty and truthfulness are applied equally, loyalty and trust will result.

**Individual Freedom:** The freedom for individual advancement is provided through creative choices that create success and enhances self-esteem and diversity through meaningful work.

**Unity:** Each person will share a unified vision by having the opportunity to know all aspects of Goodwill which will enable each person to recognize their importance within the organization.

**Equality:** Through recognition and acceptance of the diversity of the individuals of Goodwill, equal availability of opportunities will be fostered.

**Appreciation:** Each person will exhibit a caring attitude and appreciation of others, recognizing the potential of fellow employees.

## **Operational Ethical Codes**

### **Respect**

- Respecting an individual is to use appropriate professional language when communicating to or about them.
- Respecting an individual is to allow their opinion to be heard and considered before making a decision.
- Respecting an individual is to acknowledge the fact that each person has their own moral and behavioral ethics.
- Respecting an individual is to recognize each person has unique professional and personal needs.

### **Honesty/Truthfulness**

- Employees will not engage in any act or omission of a dishonest or fraudulent nature.
- Employees will not abuse the relationship with a program participant, customer or fellow employee for financial or personal gain.
- Employees will report any inappropriate or suspicious activities.

### **Individual Freedom**

- Management will support and encourage employees at all levels to enhance their present skill through training, to improve current job skills and prepare them for future advancement.
- Management will encourage employees to exercise their responsibility to inform management of any training or opportunities they feel will benefit their potential advancement.

### **Unity**

- Each employee will model the behavior expected from all employees.
- Each employee will strive to understand and support all aspects of Goodwill.
- Each employee will create an environment of positive communication.
- Each employee will acknowledge positive role models and accomplishment of others.

### **Equality**

- Management will equally and fairly apply all rules, standards and expectations.

### **Appreciation**

- Goodwill Industries of Houston, Inc. will maintain a comprehensive program to recognize and communicate appreciation to its employees.

## **Section 1: Employment Information**

### **1.1 Equal Employment**

Goodwill Houston is an equal opportunity employer. As such, we strive to provide employment opportunities to persons without regard to race, color, pregnancy, religion, sex, national origin, age, disability, veteran status, marital status or anyone who has filed a worker's comp claim in good faith. The company considers disabilities only as they relate to the performance of essential job duties with or without reasonable accommodations. Goodwill Houston prohibits the harassment of any individual on any basis listed above. This policy applies to all areas of employment including recruiting, hiring, training, promotion, compensation, benefits, transfer, and social or recreational programs.

Goodwill Houston has a long standing record of nondiscrimination in employment and opportunity because of race, color, religion creed, national origin, ancestry, disability, sex or age. Goodwill has issued the following policy stating the Company's views in this matter:

It is the policy of Goodwill Houston to:

- Strictly follow personnel procedures that will ensure equal opportunity for all people without regard to race, color, religion, creed, national origin, sex, age, ancestry, marital status, disability, veteran or draft status;
- Comply with all the relevant and applicable provisions of the Americans with Disabilities ACT ("ADA") and its amendments ("ADAA") Goodwill Houston will not discriminate against any qualified employee or job applicant with respect to any terms, privileges, or conditions of employment because of a person's physical or mental disability.
- Make reasonable accommodations wherever necessary for all employees or applicants with disabilities, provided that the individual is otherwise qualified to safely perform the duties and assignments connected with the job and provided that any accommodations made do not require significant difficulty or expense.
- Achieve understanding and acceptance of Goodwill Houston's policy on Equal Employment Opportunity by all employees and by the communities in which the company operates;
- Thoroughly investigate instances of alleged discrimination and take corrective action if warranted;
- Be continually alert to identify and correct any practices by individuals that are at variance with the intent of the Equal Employment Opportunity Policy.

At this time, Goodwill Houston would like to reaffirm this policy and call upon all personnel to effectively pursue the policy as stated.

Please check the employee information bulletin board for all related equal opportunity and job announcements.

## **1.1 Equal Employment (continued)**

If you believe that you are the victim of discrimination or if you have witnessed the same, you should immediately report such conduct to your immediate supervisor or, if you are not comfortable making a report to your supervisor, such report should be made to your store manager, or to the appropriate HR team member, directly. Such report should be in writing with a copy to the Director of Human Services. Once you make a complaint, you should expect Goodwill Houston to conduct a prompt and diligent investigation. The matters within such investigation will be maintained as confidential to the fullest extent allowed by law. Goodwill Houston requests that you likewise maintain the investigation as confidential and that you will not discuss the same with your fellow employees.

The toll free number for the Equal Employment Opportunity Commission is 800-669-4000 (TTY 800-669-6820).

## **1.2 Americans with Disabilities Act (ADA)**

The Americans with Disabilities Act (ADA) and its Amendments (ADAA) are intended to prohibit discrimination against persons with disabilities. As an organization that actively promotes the employment of people with disabilities within the community, Goodwill Houston fully subscribes to the principles and intentions of the ADA, as amended, and expects all employees to adhere to those principles. Goodwill Houston prohibits discrimination on the basis of disability in regards to all employment practices or terms, conditions and privileges of employment.

Consistent with this policy and applicable law, Goodwill Houston will make reasonable accommodation to the known physical or mental limitations of qualified applicants or employees, unless making the accommodation would cause undue hardship on the operation of Goodwill Houston's business.

## **1.3 Reasonable Accommodation**

No qualified person who has a disability shall, on the basis of the disability, be denied employment or employment opportunities unless that person cannot perform the essential functions of the desired position, with or without reasonable accommodation. Goodwill Houston intends to ensure that individuals with disabilities who are employed by Goodwill Houston, as well as persons applying for jobs here, are treated fairly and given opportunities equal to those provided to others working or seeking to work at Goodwill Houston.

## **1.4 Genetic Information Discrimination**

Title II of the Genetic Information Nondiscrimination Act of 2008 (GINA), which prohibits genetic information discrimination in employment, took effect on November 21, 2009. Under Title II of GINA, it is illegal to discriminate against employees or applicants because of genetic information. Title II of GINA prohibits the use of genetic information in making

## **1.4 Genetic Information Discrimination (continued)**

employment decisions, restricts employers and other entities covered by Title II (employment agencies, labor organizations and joint labor-management training and apprenticeship programs - referred to as "covered entities") from requesting, requiring or purchasing genetic information, and strictly limits the disclosure of genetic information.

The EEOC enforces Title II of GINA (dealing with genetic discrimination in employment). The Departments of Labor, Health and Human Services and the Treasury have responsibility for issuing regulations for Title I of GINA, which addresses the use of genetic information in health insurance.

### **Definition of “Genetic Information”**

Genetic information includes information about an individual’s genetic tests and the genetic tests of an individual’s family members, as well as information about the manifestation of a disease or disorder in an individual’s family members (i.e. family medical history). Family medical history is included in the definition of genetic information because it is often used to determine whether someone has an increased risk of getting a disease, disorder, or condition in the future. Genetic information also includes an individual's request for, or receipt of, genetic services, or the participation in clinical research that includes genetic services by the individual or a family member of the individual, and the genetic information of a fetus carried by and individual or by a pregnant woman who is a family member of the individual and the genetic information of any embryo legally held by the individual or family member using an assisted reproductive technology.

### **Discrimination Because of Genetic Information**

The law forbids discrimination on the basis of genetic information when it comes to any aspect of employment, including hiring, firing, pay, job assignments, promotions, layoffs, training, fringe benefits, or any other term or condition of employment. An employer may never use genetic information to make an employment decision because genetic information doesn’t tell the employer anything about someone’s current ability to work.

### **Harassment Because of Genetic Information**

Under GINA, it is also illegal to harass a person because of his or her genetic information. Harassment can include, for example, making offensive or derogatory remarks about an applicant or employee’s genetic information, or about the genetic information of a relative of the applicant or employee. Although the law doesn't prohibit simple teasing, offhand comments, or isolated incidents that are not very serious, harassment is illegal when it is so severe or pervasive that it creates a hostile or offensive work environment or when it results in an adverse employment decision (such as the victim being fired or demoted). The harasser can be the victim's supervisor, a supervisor in another area of the workplace, a co-worker, or someone who is not an employee, such as a client or customer.

## **1.4 Genetic Information Discrimination (continued)**

### **Retaliation**

Under GINA, it is illegal to fire, demote, harass, or otherwise “retaliate” against an applicant or employee for filing a charge of discrimination, participating in a discrimination proceeding (such as a discrimination investigation or lawsuit), or otherwise opposing discrimination.

### **Rules Against Acquiring Genetic Information**

It will usually be unlawful for a covered entity to get genetic information. There are six narrow exceptions to this prohibition:

Inadvertent acquisitions of genetic information do not violate GINA, such as in situations where a manager or supervisor overhears someone talking about a family member’s illness.

Genetic information (such as family medical history) may be obtained as part of health or genetic services, including wellness programs, offered by the employer on a voluntary basis, if certain specific requirements are met.

Family medical history may be acquired as part of the certification process for FMLA leave (or leave under similar state or local laws or pursuant to an employer policy), where an employee is asking for leave to care for a family member with a serious health condition.

Genetic information may be acquired through commercially and publicly available documents like newspapers, as long as the employer is not searching those sources with the intent of finding genetic information or accessing sources from which they are likely to acquire genetic information (as websites and on-line discussion groups that focus on issues such as genetic testing of individuals and genetic discrimination).

Genetic information may be acquired through a genetic monitoring program that monitors the biological effects of toxic substances in the workplace where the monitoring is required by law or, under carefully defined conditions, where the program is voluntary.

Acquisition of genetic information of employees by employers who engage in DNA testing for law enforcement purposes as a forensic lab or for purposes of human remains identification is permitted, but the genetic information may only be used for analysis of DNA markers for quality control to detect sample contamination.

### **Confidentiality of Genetic Information**

It is also unlawful for a covered entity to disclose genetic information about applicants, employees or members. Covered entities must keep genetic information confidential and in a separate medical file. (Genetic information may be kept in the same file as other medical information in compliance with the Americans with Disabilities Act.) There are limited exceptions to this non-disclosure rule, such as exceptions that provide for the disclosure of relevant genetic information to government officials investigating compliance with Title II of GINA and for disclosures made pursuant to a court order.

## **1.5 Sexual Harassment**

Goodwill Houston, Inc. acknowledges and wishes to emphasize that it is unlawful to sexually harass an employee in the workplace or to retaliate against an employee either for filing a sexual harassment complaint or for cooperating in a sexual harassment investigation. Goodwill Houston will not tolerate sexual harassment of any kind. All employees must avoid offensive or inappropriate sexual behavior. All employees are responsible for assuring that the workplace is free from sexual harassment at all times.

Complaints of sexual harassment will be promptly and carefully investigated, and all employees are assured that they will be free from any and all reprisal or retaliation for filing such complaints.

Your Human Resource Specialist will interview all relevant persons including the complainant, the accused and other potential witnesses. Employees are assured that the privacy of the complainant and the person accused of sexual harassment will be kept confidential to the fullest extent possible.

Sexual harassment will not be tolerated under any circumstances. It is the policy of Goodwill Houston to strictly prohibit any conduct that constitutes sexual harassment, and to discipline any employee who has committed such conduct.

Sexual harassment is defined as unsolicited, unwanted, or unwelcomed sexual advances, requests for sexual favors and/or other verbal, graphic, digital, or physical conduct of a sexual nature (including sexually explicit language, jokes, etc.) where: (1) submission to such conduct is either an express or implied term or condition of employment; (2) submission to or rejection of such conduct is used as a basis for an employment decision affecting the harassed person; or (3) the conduct has the purpose or effect of substantially interfering with an affected person's work performance or creating an intimidating, hostile or offensive work environment. Sexual harassment may include explicit or implied sexual propositions, sexual innuendo, suggestive comments, sexually oriented "kidding" or "teasing," practical jokes, jokes about gender-specific traits, foul or obscene language or gestures, displays of foul or obscene printed or visual material, and physical conduct, such as patting, pinching or brushing against another's body. This conduct is strictly prohibited.

It is the policy of Goodwill Houston to strictly prohibit any conduct which constitutes sexual harassment and to discipline any employee who has committed such conduct. Disciplinary action may be as severe as termination even if such conduct constitutes a "first offense."

It is the responsibility of management to create an atmosphere free of sexual harassment. It is the responsibility of each employee to respect the rights of fellow employees. All employees of Goodwill Houston shall receive training relating to sexual harassment as part of the employee's orientation.

## **1.5 Sexual Harassment (continued)**

Vendors, contract employees and others employed by businesses doing business with and/or for Goodwill Houston who are found to have violated this policy subject themselves to termination of their services and/or other appropriate action.

Any employee who feels that he or she has encountered, experienced or witnessed sexual harassment should immediately report the incident(s) in writing directly to his/her HR Specialist. Goodwill Houston forbids retaliation against anyone who has reported alleged sexual harassment. HR will process all complaints of sexual harassment and will be responsible for coordinating all investigations.

HR will make a determination of whether a reasonable basis exists to believe that sexual harassment has occurred. If such reasonable basis exists, HR will take appropriate action, which may include termination of the harasser even if this is found to be a "first offense." To the extent practicable, Goodwill Houston will keep complaints of sexual harassment and the terms of the resolution of the complaint as confidential as possible.

## **1.6 Anti-Harassment Policy**

It is the policy of Goodwill Houston to maintain a working environment which encourages mutual respect, promotes respectful and congenial relationships between employees and is free from all forms of harassment of any employee or applicant for employment by anyone, including managers, co-workers, vendors or clients. While Goodwill Houston desires each of its employees to act with professionalism, using appropriate language and tone, Goodwill Houston seeks to provide a forum for reporting and obtaining redress for conduct goes beyond mere rudeness. Harassment in any manner or form is expressly prohibited and will not be tolerated by Goodwill Houston. For purposes of this policy, the term "Harassment" includes unwelcome slurs, jokes, verbal, graphic or physical conduct relating to an individual's race, religion, sex, sexual orientation, age, national origin or disability. Accordingly, Goodwill Houston is committed to vigorously enforcing this policy against Harassment, including but not limited to racial or sexual harassment, at all levels within the Company.

All reported or suspected occurrences of Harassment will be promptly and thoroughly investigated. Where harassment is determined to have occurred, Goodwill Houston will immediately take appropriate disciplinary action including written warnings and possible suspension, transfer and/or termination. In the event of Harassment by a client or vendor or an employee thereof, Goodwill Houston will remove the Complainant from contact with the alleged harasser (this is done because the Company cannot force removal of the alleged harasser) and immediately notify the client representative with whom the Company has a relationship of the allegation and request action related thereto.

Goodwill Houston will not permit or condone any acts of retaliation against anyone that files Harassment complaints or cooperates in the investigation.

If you believe that you are the victim of harassment or if you have witnessed the same, you should immediately report such conduct to the HR team. Such report should be in writing with



## **1.6 Anti-Harassment Policy (continued)**

a copy to HR. Once you make a complaint, you should expect Goodwill to conduct a prompt and diligent investigation. The matters within such investigation will be maintained as confidential to the fullest extent allowed by law. Goodwill requests that you likewise maintain the investigation as confidential and that you will not discuss the same with your fellow employees.

## **1.7 Employment at Will**

Both the employee and Goodwill Houston reserve the right to terminate the employment relationship at any time, with or without advance notice and with or without cause. This arrangement is called "employment at will." No one in the Goodwill Houston organization, except the President, has the authority to alter that arrangement, to enter into an agreement for employment for a specified period of time or to make any agreement contrary to this policy.

## **1.8 Employee Classifications**

Exempt: employees who are exempt from the requirements imposed by the FLSA (Fair Labor Standards Act) are considered "exempt" employees. Such employees are paid for their work product, not for the specific number of hours worked. It is generally understood that exempt employees will work as necessary to complete their assigned responsibilities of their Manager. No overtime is paid for hours worked in excess of 40 hours per week to accomplish those tasks.

Non-Exempt: employees who work by the hour are called "non-exempt" employees because they are covered by the provisions of the FLSA (Fair Labor Standards Act). Such employees are paid for the specific hours worked, and overtime is paid after forty (40) hours are worked in a week. Vacation time, sick time or other absence time is not considered in determining whether a person has worked in excess of forty (40) hours in a given week.

## **1.9 Employment of Family and Cohabitants**

Goodwill Houston recognizes that employing family members or individuals who live in the same household (cohabitants) can possibly create an adverse effect to the workplace. To eliminate this as a potentially sensitive issue, an employee cannot work under the direct or indirect supervision (meaning the same line of supervision) of a family member or cohabitant.

## **1.9 Employment of Family and Cohabitants (continued)**

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 termination.

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.

### **1.9a Fraternization / Personal Relationship Policy**

This policy cautions employees about the potential problems posed by certain relationships. These are relationships (personal, intimate, romantic, etc.) with another Goodwill Houston employee, 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. Based on facts, circumstances and this policy, the Manager must 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 Goodwill 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.

## **1.10 Hiring Process and Reference Checks**

It is the policy of Goodwill Houston to ensure that the recruitment of candidates and the selection of qualified individuals is handled in a uniform, consistent and non-discriminatory manner.

The purposes of reference checks is to give applicants who are competing for a job the opportunity to evidence through employment and/or personal references, the qualities, characteristics and capacities brought forward from other employment or to document job related qualifications that are consistent with requirements necessary to perform the job under consideration.

## **1.10 Hiring Process and Reference Checks (continued)**

Background Checks: Human Resources will run an initial quick background check to provide a response within three (3) hours of receipt unless:

- The information is sent after 3 p.m.
- The application is missing information, including the questionnaire and/ or
- The applicant has listed multiple states, addresses, and/or names

Once the applicant is invited and attends On-boarding, Human Resources will run a more extensive background check, which may take three (3) or more days to complete. If the information received differs from the original check, the applicant will be terminated.

## **1.11 Immigration Regulations**

Goodwill Houston will comply with all parts of the “Immigration Reform and Control Act of 1986”. The Human Resources Department is responsible for verifying and maintaining both identity and work authorization documents for all employees and temporary workers.

### **1.11a Identification**

All employees must provide adequate documentation for the required Form I-9.

If an employee does not bring adequate forms of valid ID to Onboarding and then fails to bring the ID(s) to the corporate office within three (3) business days, he/she must be terminated and *will not be allowed to reapply for 90 days*.

### **1.11b E-Verify**

Goodwill Houston uses E-Verify after an employee is hired to determine whether Form I-9 documentation is valid. Goodwill Houston does not use E-Verify to screen job applicants or to limit or influence the choice of documents presented for use on the Form I-9.

## **1.12 Communicable Diseases Policy**

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 an employee 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) and tuberculosis. 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).

Goodwill Houston will not discriminate against any job applicant or employee based on the individual having a communicable disease. Applicants and employees 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.

## **Section 2: Employee Guidelines**

### **2.1 Employment at Will**

All employment and compensation with Goodwill Houston is "at will" which means that your employment can be terminated with or without cause, and with or without notice, at any time, at the option of either Goodwill Houston or yourself, except as otherwise provided by law.

This Personnel Policies and Procedures Handbook is not a contract and does not modify your at will status. Goodwill Houston may change these policies at its sole discretion without advance notice. Your employment with Goodwill Houston is, and will remain, "at will". As an "at will" employee, you are free to resign at any time and in the same light, Goodwill Houston is free to terminate your employment at any time for any reason.

### **2.2 Probationary Period**

The first 90 calendar days of employment as a part-time or full-time employee are a Probationary Period. This Probationary Period offers both you and the company the opportunity to evaluate each other, to determine your suitability for the job, and to assess your ability to meet the essential functions of the job.

A performance evaluation will be completed by your Manager on or near the end of your 90 day Probationary Period. This review of performance does not result in an increase in compensation and is intended to provide constructive feedback on strengths and on areas needing improvement. In addition, this evaluation will determine if you will become a regular employee or if your employment should be terminated. Successful completion of your Probationary Period does not change the at-will employment relationship. You continue to have the right to terminate your employment at any time, with or without reason or notice, and the company continues to have the same right.

If you are promoted, demoted or transferred into a new position you will be placed on a new 90 day Probationary Period which will allow for both you and your Manager to evaluate your performance during the transition time.

### **2.3 Performance Appraisals**

Although Goodwill Houston supports an environment of on-going informal feedback, a formal performance appraisal system has been established as means for employees to develop in their careers and position with Goodwill Houston. It is an opportunity for employees to receive feedback on their progress toward performance objectives and overall success in their positions. It also serves as a means to identify areas of needed growth and create a plan of action for improvement.

Administered annually, the performance appraisal process gives Goodwill Houston the ability to continuously monitor the effectiveness of its operations, performance standards, methods and procedures.

## **2.4 Progressive Disciplinary Action**

Goodwill Houston reserves the right to discipline its employees for any violation of safety rules, work rules or any other policy or procedure, whether or not set forth in this Employee 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 its employees.

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 company 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 **cannot** 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 employees for any reason in its sole discretion.*

### **2.4a Categories of Discipline**

Goodwill Houston recognizes three categories of discipline for employees. Some actions by an employee may fall under one or more categories of discipline. Table 1 includes some, but not all, examples of actions that may require progressive discipline.

## 2.4a Categories of Discipline (continued)

CATEGORY	DEFINITION	EXAMPLES
Unsatisfactory Job Performance	Work-related performance that fails to meet job requirements as set out in the relevant job description, work plan, or as directed by management.	excessive absences or lateness; unsatisfactory quality of work; insufficient quantity of work; failure to meet deadlines; untimely performance of work; faulty decision making or poor judgment; inaccuracy of work; poor work habits.
Grossly Inefficient Job Performance	<p>A type of unsatisfactory job performance in which the employee fails to perform job requirements as specified in the job description, work plan, or as directed by management, and that failure could result in:</p> <ul style="list-style-type: none"> <li>• The creation of the potential for death or serious bodily injury to an employee(s), a member(s) of the public, a person(s) over whom the employee has responsibility, or</li> <li>• The loss of or damage to company property or funds that has a serious impact on Goodwill Houston.</li> </ul>	<p>negligence in operating equipment; acts or failures to act in the workplace that contribute to the harm of or the unacceptable risk of harm to individuals or property; work which results in non-payment of Goodwill Houston's fiscal obligations; intentional disruption of Goodwill Houston's computer systems, unauthorized modification, disclosure, or damage of Goodwill Houston's computer systems and/or improper access to Goodwill Houston's computer files and systems; loss of revenue, accrual of penalties, or other substantial costs to the Goodwill Industries of Houston; theft of time.</p>
Unacceptable Personal Conduct	Conduct for which no reasonable person should expect to receive prior warning. Such conduct may include, but is not limited to, personal conduct that disrupts work or the work environment, jeopardizes the safety of persons or property, or creates other serious problems.	<p>insubordination (refusing to accept a reasonable and proper assignment from an authorized manager); violating the Operational Ethics Code; job abandonment; sexual harassment and/or immoral conduct; racial, ethnic, cultural, or religious intolerance and/or harassment; reporting to work under the influence of alcohol or illegal drugs, or using alcohol or illegal drugs on the job; stealing or knowingly misusing Goodwill Houston's property or funds, or the property or funds of other employees; violating any of Goodwill Houston's policies, procedure and/or rules; violating local, state, or federal law.</p>

## **2.5 Resignation**

A resignation is considered a voluntary termination, usually a verbal or written notification that you will no longer work for Goodwill Houston.

Both Exempt and Non-exempt employees are required to give two (2) weeks written notice of their intention to resign from Goodwill Houston. This written notice should be given to your immediate manager and a copy should be given to the Human Resources department.

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.

## **2.6 No Call/No Show**

If you do not show up for work or call to explain your absence for three scheduled work days in succession, this will also be considered a resignation.

## **2.7 Termination**

Goodwill Houston may terminate your employment at will or may discontinue its relationship with you for unsatisfactory job performance, grossly inefficient job performance, unacceptable personal conduct, other items discussed in this handbook or any other reason the company deems appropriate.

Goodwill Houston does not need to give advance notice or wages in lieu of notice when terminating an employee.

If you are terminated you may not be eligible for re-employment with Goodwill Houston or Goodwill Temporary Services and will not be paid unused accrued vacation time.

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.



## **2.8 Reduction in Force**

Due to economic reasons or a change in the business direction of Goodwill Houston, there may be times when a reduction in personnel may be required. Should your employment end because of this reason, it will be considered an involuntary termination. All unused, accrued vacation will be paid out on the final check for employees who are affected by a reduction in force.

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.

## **2.9 Return of Company Property**

All keys and other company property should be returned prior to the release of your final paycheck. This includes items such as your employee badge, back support belt, safety glasses, gloves, cellular phones, and any electronic devices issued by Goodwill Houston. If there are any unpaid obligations (i.e. phone bill, credit card bill), your final paycheck, to the extent permitted by law, will reflect the appropriate deduction. Your final paycheck will be deposited in the last active account(s) Goodwill Houston has on file.

## **2.10 Reinstatement**

An individual who is re-hired from a lay-off or position elimination situation within a one-year period will retain seniority standing and may have benefits re-instated. However, he or she will not accrue paid time off benefits during the lay-off period.

## **2.11 Drug Testing of Employees**

Goodwill Houston has maintained a policy to prohibit drug and alcohol use in the workplace. For your reference, Goodwill Houston's "Policy and Procedures on Alcohol and Drug Use" is attached to this handbook as an addendum.

1. Post-accident drug and alcohol testing will be required. You will be sent to a facility that conducts on-site drug and/or alcohol testing services.
2. Reasonable suspicion testing is based on a belief that an employee is using or has used drugs and/or alcohol in violation of the company's policy. The suspicion may be drawn from specific objective facts and reasonable inferences drawn from those facts in light of experience.
3. Managers are to contact Human Resources and the Manager of Compliance or the Health and Safety Coordinator before proceeding with a reasonable suspicion investigation. Any employee that refuses to submit to a reasonable suspicion drug test will be terminated.

## **2.11 Drug Testing of Employees (continued)**

4. Your Manager will make arrangements for you to travel by taxi or other safe transportation to the medical facility. Under no circumstances are you to drive yourself. If you leave Goodwill Houston's premises driving a vehicle, the police or sheriff's office will be immediately notified and your employment will be terminated, effective immediately.

## **2.12 Promotions and Transfers**

It is the policy of Goodwill Houston to attempt to promote employees from within. Open positions are generally posted internally, and a weekly "Current Job Vacancies Report" is prepared by Human Resources and sent to all locations for immediate posting. Job openings are also posted on Goodwill Houston's website at [www.goodwillhouston.org](http://www.goodwillhouston.org).

If you believe you meet the minimum qualifications of a posted job, have successfully completed your 90-day probationary period, and you are currently in good standing with the company, Goodwill Houston encourages you to talk with the Manager posting the job. Prior to a job being offered, the Manager posting the position will contact the DSM of the store where the employee is currently employed, for final approval.

Any time you change your position, whether it's a transfer, lateral move, promotion or demotion you will be placed on a new 90-day probationary period.

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

Any exempt employee with six (6) months of service and with good performance may apply for another position within Goodwill Houston. All exempt employees with less than six (6) months of service must obtain prior approval from their current manager before applying for another position within the organization.

Please note that certain positions within Goodwill Houston are funded through grants provided by private foundations and/or government agencies. Such grants may restrict the candidate able to be placed in that position to a candidate fulfilling the criteria and purpose of the grant.

## **2.13 Personal Business**

It is the policy of Goodwill Houston to be as understanding as possible of our employee's personal needs. However, personal business should not interfere with the course of a business day. To the extent possible your personal business needs to be taken care of during off hours, or on breaks from work. FedEx, UPS, postage stamps purchased by Goodwill Houston and other services similar in nature may not be used for personal business. Personal phone calls, on the company phone and personal cellular phones, should be limited in occurrence and length of call. Internet usage may be monitored. Your Manager will be responsible for assuring time spent on non-work related activities is not interfering with your work assignments.

## **2.13 Personal Business (continued)**

For safety and insurance reasons, family and friends are not permitted to enter restricted areas of a store, ADC or warehouse, or to ride in a company truck designated for the pick up or delivery of goods.

Any violation of this policy will be grounds for disciplinary action up to and including termination of employment from Goodwill Houston.

## **2.14 Anti-Theft Policy**

Goodwill Houston maintains a “zero tolerance” policy regarding theft. Goodwill Houston’s property may not be removed from company premises without prior approval from executive management.

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

Furthermore, employees 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 from Goodwill Houston.

### **2.14a Theft of Time**

Employees 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 from Goodwill Houston.

## **2.15 Use Your Voice**

Goodwill Houston has a phone number and e-mail address for employees to report any concerns anonymously, 832-365-3409 or [useyourvoice@goodwillhouston.org](mailto:useyourvoice@goodwillhouston.org) . Honesty, respect and integrity are very important to Goodwill Houston. By utilizing Use Your Voice, employees are helping to promote a safe and positive work environment. This is a responsible and anonymous way to report any concerns.

## **Section 3: Work Hours and Compensation**

### **3.1 Hours of Work**

Due to the nature of Goodwill Houston's business, schedules may vary. Non-exempt employees are required to work the hours scheduled by your Manager. Departmental schedules are determined by the needs of the department and may extend beyond the normal business hours for that location. Your Manager is responsible for notifying you of any scheduling changes made to your schedule. Non-exempt employees are encouraged to check their schedules on a daily basis for changes.

The normal days and hours of work for full-time, non-exempt employees will be as follows:

**Workday:** shall not exceed eight (8) hours per day, with the exception of unpaid meal and break periods.

**Work week:** shall not exceed of a maximum of forty (40) hours between 12:01 a.m. Sunday and 12:00 midnight Saturday

### **3.2 Employment Status Definitions**

For purposes of payroll and benefits distribution the following definitions have been established:

**Full-time:** A minimum of 30 hours per workweek.

**Part-time:** Less than 30 hours per work week.

**Exempt:** Typically referred to as "salaried" employees; paid a bi-weekly rate for the work they perform regardless of hours actually worked; not eligible for overtime pay.

**Non-exempt:** Typically referred to as "hourly" employees; only paid for hours actually worked; eligible for work hours, not including any time off, paid or otherwise in excess of forty (40) hours in a given work week.

For a more complete definition of exempt and non-exempt employment statuses please refer to section 1.6 Employee Classifications in this handbook.

### **3.3 Overtime**

Overtime is paid to non-exempt employees based on all hours worked over 40 hours per work week. The base rate of overtime is one and one-half (1 ½) times the employee's regular hourly rate. Eligible, non-exempt, employees will be paid the overtime rate after forty (40) hours worked in a work week.

Employees must obtain express written consent from their Manager before any overtime is worked. Overtime worked without the express written or verbal approval of their Manager is considered unauthorized overtime. Unauthorized overtime worked by an employee must be paid at the rate of time and a half; however, the employee may be subject to disciplinary action up to and including termination, for insubordination or failure to follow policies and procedures.

Your manager may change your schedule to limit your daily or weekly work hours in order to reduce the amount of overtime worked. However, hours will not be reduced to impact benefit eligibility.

### **3.4 Lunch and Break Periods**

Full-time, non-exempt employees will normally be granted an unpaid lunch period, scheduled near the middle of each workday. When provided, your lunch break will be thirty (30) minutes in length, taken at the convenience of the department or store.

Two fifteen (15) minute break periods may also be granted to full-time, non-exempt employees. Usually one break period is provided in the morning and the other break period in the afternoon. These break periods, if provided, are paid time scheduled at the convenience of the department.

Part-time, non-exempt employees may be granted a break period. If granted, the break period will be fifteen (15) minutes in length and will be a paid break period.

### **3.5 Absenteeism and Tardiness**

To keep the business and each department running smoothly and efficiently, it is important that every employee be on the job on time, and ready to work. For these reasons, careful attention is given to attendance, punctuality and dependability.

It is an essential function of your position to be at your workstation at your scheduled starting time and that you arrive back to your workstation immediately after your scheduled lunch or after a break. You are responsible for notifying your Manager as far in advance as possible of any absence or tardiness (lateness). You must call and speak to the manager on duty regarding any absence or tardiness.

### **3.5 Absenteeism and Tardiness (continued)**

“Excessive” (absenteeism or tardiness) is defined as two or more instances of unscheduled absence or lateness in a four-week period, unless you have provided your manager with acceptable documentation.

Excessive absenteeism will not be excused even with documentation from a physician or other types of acceptable documentation if excessive absenteeism is preventing the employee from meeting an essential function of his/her job, such as regular attendance, which may be grounds for disciplinary action up to and including termination.

Excessive absence from the work area is defined as frequent (ex., every hour), unauthorized departure from the work area.

### **3.6 Performance Appraisals**

Employees will be evaluated during a probationary period and annually thereafter.

### **3.7 Payroll Cycle**

Goodwill Houston pays employees on a bi-weekly schedule - every other Friday. Direct deposits to employees' bank accounts or pay cards are funded by 8am of every payday Friday.

Employees are responsible for their own time by assuring that they clock themselves in and clock themselves out on their scheduled shifts and on lunch breaks, if given.

#### **3.7a Direct Deposit to your Bank / Credit Union / Paycard Account**

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) or paycard 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 the Human Resources department to learn more about the direct deposit of your paycheck.

#### **3.7b 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. A pay card will eliminate any high fees that might have otherwise been paid to cash a payroll check. 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.

### **3.7c Changes in Direct Deposit Information**

Employees 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.

### **3.8 Garnishments**

There may be times when the Payroll Department is required by a court of law to garnish an employee's full or partial paycheck. It is the court's responsibility to communicate this information to the employee. If the garnishment is going to be taken out on a regular basis, a small administrative processing fee (per federal guidelines) will be assessed.

### **3.9 Payroll Deductions**

Payroll deductions for Social Security and Federal Withholding Tax are required by law in an amount specified by the Federal Government. Additional deductions such as medical and dental insurance contributions, 403b contributions or other contributions are payroll deducted for your convenience. Under certain circumstances an employee's pay may be docked, either in whole or partial day increments, as a disciplinary action. This deduction may be made irrespective of an employee's status as exempt or non-exempt.

Payroll deductions may also be made for the purpose of purchasing Goodwill tee-shirts required for some of our employees. These purchases will need to be authorized by the employee by completing a "Safety Equipment and Uniform Authorization Form" in the Human Resources department.

### **3.10 Salary and Confidentiality**

Salary information is required to be held in strictest confidence. Employees are **not** to discuss their own salary information with others, or inquire about the compensation of co-workers.

### **3.11 Errors in Pay**

Goodwill Industries of Houston intends to fully comply with all obligations regarding fair wages, minimum wage, overtime and other laws and regulations regarding payment to its employees. Specifically, it is the intent of Goodwill Houston to comply with the Fair Labor Standards Act and the regulations governing the same. If you believe that there is an error in your pay, either by virtue of an incorrect pay rate, incorrect hours, improper docking or failure to pay overtime, Goodwill Houston wants you to immediately bring such matters to its attention. You should feel free to contact your immediate supervisor with regard to such errors. Alternatively, you are welcomed and encouraged to bring such matters to the attention of Human Resources or the Payroll Department, which is always available for your use to report these matters, as well. Once Goodwill Houston has had an opportunity to review your report, appropriate adjustments will be made.

### **3.12 Offset Policy**

Goodwill Houston understands that from time to time the employee may become indebted to Goodwill Houston by virtue of advances, use of un-accrued vacation, failure to return company property, clerical errors resulting in payroll overpayments and the like. An employee is required to pay all such charges or indebtedness incurred in a given month by the 15<sup>th</sup> day of the following month. By acknowledging this manual, all employees expressly authorize Goodwill Houston to offset such sums against wages due to the employee in the next scheduled pay period or, in the event of separation of employment, in the employee's final paycheck.



## **Section 4: Employee Benefits**

### **4.1 Benefits Disclaimer**

Goodwill Houston has established an employee benefits program designed to assist our employees and their eligible dependents in meeting the financial burdens that can result from illness and disability, and to help them plan for retirement. This portion of the Employee Handbook contains a very general description of the benefits to which employees of Goodwill Houston may be entitled. Please understand that this general explanation is not intended to, and does not, provide you with all the details of the benefits plan. To the extent to which this handbook is inconsistent with the official plan documents, the provisions of the official plan documents will govern in all cases. Benefits may be changed, modified or terminated as deemed appropriate.

### **4.2 Eligibility Requirement for Benefits**

All employees with sixty (60) days of service are eligible for Medical, dental and/or vision benefits on the 61<sup>st</sup> day of employment provided that they enroll for said benefits.

### **4.3 Insurance Programs**

Goodwill Houston offers benefits that give eligible employees the chance to tailor their coverage to their own family, medical and financial situations. Employee benefits are an important source of security for today and the future; it is important to understand the available benefit choices and coverage and to know how to get answers when needed.

Questions regarding health insurance coverage, premium rates and effective dates can be directed to Human Resources. Eligibility, premium rates and insurance carriers are subject to change. Employees will be notified when and if changes occur. Detailed information on benefit plans is contained in plan booklets that are available from Human Resources. All statements of coverage are subject to the terms, conditions, restrictions and other eligibility requirements set forth in the plan document, which is the final word on benefits and coverage. Goodwill Houston reserves the right to modify, amend or terminate any benefit plan at any time.

All insurance benefit deductions are taken from gross earnings (pre-tax). For a complete list of insurance benefit offerings and cost please see Human Resources.

### **4.4 Medical Insurance**

Goodwill Houston offers medical insurance and pays for the majority (roughly 80%) of the monthly medical premium cost for eligible *employee coverage* in major medical Option 1 and Option 2.

You may elect and pay 100% of the premium for eligible dependents (spouse, children, stepchildren, etc.) to be covered under this plan.

#### **4.4 Medical Insurance (continued)**

The premium for Medical Option 3 is paid fully by the eligible employee. You may elect and pay for eligible dependents (spouse, children, stepchildren, etc.) to be covered under this plan.

#### **4.5 Dental and Vision Insurance**

Goodwill Houston makes available at least one dental and vision program. The rates are negotiated by the company on behalf of eligible employees, but the company does not pay for the premiums. Even though you are responsible for the cost for yourself and any eligible dependents, Goodwill Houston still administers the plan and takes the authorized deductions out of your paycheck if you elect to participate.

#### **4.6 Life Insurance**

Employees may purchase a voluntary supplemental life insurance program through New York Life and/or Mutual of Omaha. Goodwill also pays for a group life insurance policy for all eligible employees through Mutual of Omaha. Please contact the Human Resources department to learn more about these life insurance programs.

#### **4.7 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.

#### **4.8 COBRA and Conversion Rights**

If you no longer meet the qualifications of an active full-time employee and are not on an approved FMLA or military leave, or you no longer work for Goodwill Houston, Inc., you will not be eligible to continue participating in the medical, dental and life insurance programs. Coverage under these plans will end the last day of the month your event occurred.

Medical and dental coverage may be continued under COBRA, and you have the right to convert your life insurance policy into an individual, personal policy. Dependents that lose dependent status are also eligible to continue coverage under COBRA. Human Resources is responsible for notifying eligible participants of their rights under the Consolidated Omnibus Reconciliation Act (COBRA). COBRA regulations entitle you to a continuation of health insurance benefits at the group rate plus an administrative fee. More details will be provided to you if/when you become eligible for COBRA.

For any questions you might have regarding COBRA or conversion rights, please contact the Human Resources department.

## **4.9 Employee Purchases**

Employees are eligible for a 20% discount on merchandise purchased at Goodwill Houston stores. Automobiles and new goods merchandise are **not** included in the employee discount.

The discount is available to employees only. *This discount privilege is not transferable to relatives or friends, and is not to be used for merchandise resale purposes.*

An employee must present his or her identification badge to receive the discount. Employee purchases are to be transacted through the store manager or the manager on duty only. Employees may not "hold", set aside, or "stash" merchandise in the store, processing area or other areas of the facility. Employees and other personnel working at the same or attached facility may not shop and make purchases when clocked out for meal breaks or before or after their shifts (before clocking in and after clocking out), but are welcome to shop on their days off. Any violation of this policy will be grounds for disciplinary action up to and including termination of employment from Goodwill Houston.

## **4.10 Holidays**

Full-time non-exempt employees are eligible for paid holidays after their first 90 days of employment. Paid holidays are paid in increments of hours, as applicable to the average number of hours worked per day.

The following holidays are observed, but may be subject to annual change for business reasons:

New Year's Day	Paid holiday (All locations are closed)
Thanksgiving Day	Paid holiday (All locations are closed)
Christmas Day	Paid holiday (All locations are closed)
Memorial Day	Paid holiday (All retail operations are open)
Independence Day	Paid holiday (All retail operations are open)
Labor Day	Paid holiday (All retail operations are open)
Easter Sunday	Unpaid holiday (All locations are closed)

The Friday after Thanksgiving is a paid holiday for all non-retail and non-operations personnel. All retail operations will be "business as usual." Retail employees will be paid as usual for hours worked.

In addition to the holidays listed above, Goodwill Houston provides an additional personal day per anniversary year to be used at the employee's discretion. This personal day must be scheduled and approved in advance with your manager.

## **4.10 Holidays (continued)**

For exempt employees, holidays that occur on a Saturday will be observed on the preceding Friday. Holidays that occur on a Sunday will be observed on the following Monday, with the exception of Easter Sunday. On any given holiday, business needs may require that some areas of Goodwill Houston be open and/or staffed. This will be communicated as soon as possible for planning purposes.

The actual holiday must be worked to receive holiday pay. Furthermore, an unscheduled absence on a scheduled work day before or after a holiday nullifies eligibility for holiday pay. Holidays are not paid during a leave of absence. In the event that an employee leaves employment with Goodwill Houston, no holidays, including the personal floating holiday will be paid out.

## **4.11 Vacation**

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.

***Vacation begins to accrue on the date of hire and must be taken within the anniversary year following the year of accrual - it is not cumulative.***

***Unused vacation time will be forfeited.*** Vacation time **can only be taken** after the first six (6) months of employment.

Vacation schedules are outlined in the charts below:

**Full-time Non-Exempt Employees (working 30 hours per week) Accrual Schedule** – accrues at a rate of 1.153 hours per pay period.

Length of Service	Vacation days
1 to 5 years of service	5 days maximum
6 + years of service	10 days maximum

**Full-time Non-Exempt Employees (working 38 - 40 hours per week) Accrual Schedule** – accrues at a rate of 1.538 hours per pay period.

Length of Service	Vacation days
1 to 5 years of service	5 days maximum
6 + years of service	10 days maximum

**Full-time Exempt Employee Accrual Schedule** – accrues at a rate of 3.076 hours per pay period.

Length of Service	Vacation days
1 to 5 years of service	10 days maximum
6 to 15 years of service	15 days maximum
16 + years of service	20 days maximum

## **4.11 Vacation (continued)**

Vacation and personal day usage requires advanced approval from the employee's Manager. In scheduling vacation time, Managers will consider the employee's current vacation balance, future vacation accruals, amount of time requested off, the employee's personal preferences and the operational needs of Goodwill.

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.***

In some cases vacation does not accrue for a month in which an employee was on leave for all or any part of the month.

No payment shall be made for unused vacation if an employee is:

- Terminated for cause or any performance based reason,
- Resigns during an open investigation,
- Resigns in lieu of termination, or
- Resigns without the required notice.

## **Annual Blackout Period for Retail Employees**

Due to the increase in business during the holiday season, there will be a Blackout Period during which retail employees cannot take vacation time. Each year the Blackout Periods will be determined by Operations and is generally within the dates of November 1<sup>st</sup> and February 15<sup>th</sup>.

## **4.12 Sick Leave**

Goodwill Houston provides paid sick leave benefits to eligible employees for use due to illness, injuries or other medical necessities. Sick Leave should not be viewed as a right to be used at the employee's discretion. **Sick leave is not to be considered as vacation days or personal days.** Sick Leave is a privilege of paid time away from work duties where such absence is necessary.

Employees who are scheduled to work fewer than 30 hours per week are not eligible to accrue sick leave.

Sick leave schedules are outlined in the charts below:

### **Full time Non-Exempt Sick Leave Accrual Schedule**

Length of Service	Number of sick days
1 to 5 years of service	5 days maximum
6 + years of service	10 days maximum

## Full time Exempt Sick Leave Accrual Schedule

Length of Service	Number of sick days
1 to 5 years of service	10 days maximum
6 + years of service	15 days maximum

Eligible employees may begin to use sick leave on the first of the month following 90 days of service.

Accumulated maximum allowable sick leave is 10 days for non-exempt employees and 15 days for exempt employees.

Non-exempt employees may use sick leave in one (1) hour increments. Exempt employees must use sick leave in daily increments.

Sick leave benefits may be used for personal illnesses, medical examinations, illnesses within the employee's household or where an employee's presence is necessary, extensions of bereavement leave or for other reasonable personal medical necessities.

An employee who is unable to report to work due to illness or injury must notify his or her direct supervisor by phone each day he or she will be absent before the start of the workday, unless a predetermined medical absence has previously been approved.

A physician's verification and release to return to work may be requested at any time and will be required in instances of absences of three (3) or more consecutive work days.

Under no circumstance will Employees receive pay for accrued but unused sick time. In addition, accrued but unused sick time **will not be paid out** upon termination.

### **4.13 Leaves of Absences**

An employee who has missed three (3) consecutive days of work and needs additional time away from work **must** go on a leave of absence. Leaves of absences not pertaining to a medical leave must be approved by senior management and Human Resources must give final approval. No employee should be off of work for more than three (3) consecutive work days without approval from Human Resources unless it is approved Vacation Time.

Accruals for vacation and sick leave will be suspended during leaves of absence. Employees may elect to continue medical/dental/life benefits during their leave of absence provided they make the normal employee contribution by the first of each month. Failure to keep payments current will result in discontinuation of coverage.

#### **4.13.1 Family and Medical Leaves of Absence (Including Leaves Based on Military Service)**

It is the policy of Goodwill Houston to grant employees extended leaves of absence under certain circumstances. Except under the limited circumstances expressly provided herein, employees will not receive compensation during a leave of absence:

### **4.13.1 Family and Medical Leaves of Absence (continued)**

1. Goodwill Houston will comply with the provisions of the Family and Medical Leave Act ("FMLA"), which provides eligible employees with up to 12 weeks of leave in a 12-month period for various family and medical reasons and up to 26 weeks of leave in a single 12-month period for leave to care for a seriously ill or injured military family member. The Appendix A to this policy outlines the FMLA, its application and overlay as to each type of leave granted by Goodwill Houston hereunder, along with requirements, including the rights and obligations of employees, eligibility and notification requirements, and Goodwill Houston's obligations.
2. Employees generally are eligible for leaves of absence if they have completed at least 12 months of service (which need not be consecutive months but generally must be within the past 7 years), have worked 1,250 hours in the previous 12-month

period, and work at or report to a worksite which has 50 or more Goodwill Houston employees or is within 75 miles of Goodwill Houston worksites that taken together have a total of 50 or more Goodwill Houston employees, or as specified by law. Special hours of service eligibility requirements apply to airline flight crew employees. Whether leave will be granted and the length of any such leave of absence and the compensation received by the employee, if any, during the leave of absence will be determined by Goodwill Houston in conjunction with applicable federal and state law.

Medical Leave of Absence: Employees who are unable to work because of a serious health condition, disability, or work-related injury may be granted a medical leave of absence. This type of leave covers disabilities caused by pregnancy, childbirth, or other related medical conditions. Goodwill Houston requires certification of an employee's need for medical leave, both before the leave begins and on a periodic basis thereafter, by the employee's health care provider.

Parental Leave of Absence: Female employees, when not disabled by pregnancy or childbirth (see above), and male employees may be granted a parental leave of absence to care for the employee's child upon birth or in connection with a child's placement with the employee for adoption or foster care.

Family Care Leave of Absence: Employees may be granted a family care leave of absence for the purpose of caring for the employee's child, spouse or parent who has a serious health condition. Goodwill Houston requires certification of the family member's serious health condition, both before the leave begins and on a periodic basis thereafter, by the family member's health care provider.

Leave to Care for a Seriously Ill or Injured Family Member in Military Service: Employees who are the spouse, child, parent, or next of kin of a covered service member may be granted up to 26 weeks of leave in a "single" 12-month period to care for a service member who has a serious injury or illness incurred while on

### **4.13.1 Family and Medical Leaves of Absence (continued)**

active duty. Goodwill Houston requires certification of the family member's serious injury or illness, both before the leave begins and on a periodic basis thereafter, by the family member's health care provider. A "Covered Service Member" for purposes of this section is an individual who was discharged or released under conditions other than dishonorable at any time during the five-year period prior when the eligible employee takes FMLA leave to care for the covered veteran.

#### **Leave for a Qualifying Exigency Arising out of Active Duty or a Call to Active Duty:**

Employees may be granted a leave of absence because of a qualifying exigency arising out of the active duty or call to active duty status of a parent, spouse, or child in the Regular Armed Forces, National Guard or Reserves in support of a contingency operation. Additionally, Eligible Employees may utilize this leave to care for the Eligible Employee's family member serving in the military's parent who is incapable of self-care when the care is necessitated by the member's covered active duty. Such care may include arranging alternative care, providing care on an immediate need basis, admitting or transferring the parent to a care facility or attending meetings with staff at the care facility. Eligible Employees may take up to 15 days of leave as "rest and recoupment leave" qualifying exigency leave to prepare for deployment, reconnect with a Covered Service Member while on leave from deployment" or address matters post-deployment.

**Military Leave of Absence:** A military leave of absence will be granted if an employee is absent in order to serve in the uniformed services of the United States for a period of up to five years (not including certain involuntary extensions of service). An employee is eligible for military leave beginning the first day of employment. Employees who perform and return from service in the Armed Forces, the Military Reserves, the National Guard, or certain Public Health Service positions will retain certain rights with respect to reinstatement, seniority, layoffs, compensation, length of service promotions, and length of service pay increases, as required by applicable federal or state law.

If you are called into active military service or you enlist in the uniformed services, you will be eligible to receive an unpaid military leave of absence. To be eligible for military leave, you must provide management with advance notice of your service obligations unless you are prevented from providing such notice by military necessity or it is otherwise impossible or unreasonable for you to provide such notice. Provided your absence does not exceed applicable statutory limitations, you may retain reemployment rights and accrue seniority and benefits in accordance with applicable federal and state laws. Please ask management for further information about your eligibility for Military Leave.

Employees with one year or more of Goodwill Houston service will be eligible for pay during participation in annual encampment or training duty in the U.S. Military



### **4.13.1 Family and Medical Leaves of Absence (continued)**

Reserves or the National Guard. In these circumstances, Goodwill Houston will pay the difference between what an employee earns from the government for military service and what the employee would have earned from normal straight-time pay on the job. This difference will be paid for up to two weeks in a calendar year.

Premium Payment During Leaves of Absence: Military leaves are granted in accordance with provisions of the Federal Uniformed Services Employment and Reemployment Act (USERA) of 1994.

A regular full-time employee who enters military service on an active basis must request in writing, and will receive a leave of absence without pay for the length of one normal enlistment period. A copy of the military orders must be given to the supervisor. Upon a timely return to work, the employee will be reinstated with seniority in accordance with the provision of USERA and state law.

If you are required to attend a mandatory training camp for military Reserve or National Guard duty, your supervisor must be notified two months in advance of the day you are to report for such duty.

Pursuant to USERRA, Goodwill Houston will pay its share of insurance premiums for employee coverage and dependent coverage during military service and the statutory period upon return from active service. While you are on any other type of unpaid leave of absence from Goodwill Houston, you will be responsible for paying your portion of any premiums for your coverage and one hundred percent (100%) of the cost for your dependents while on leave. Failure to do so may result in loss of coverage and possible refusal by the insurance carrier to allow your coverage to be reinstated.

3. If intermittent leave is requested, please notify your supervisor and Human Resources, as soon as possible regarding medical or exigency required scheduling changes.
4. Requests for a leave of absence or any extension of a leave ordinarily should be submitted in writing to the employee's supervisor at least thirty days before the start of the leave or extension period. When the need for leave or an extension is not foreseeable, employees should give as much notice as is possible. The final decision concerning the request will be made within ten (10) business days. All employees on approved leave are expected to report to his or her supervisor and Human Resources, any change of status in their need for a leave.
5. Employees who are on an approved leave of absence may not engage in any form of self-employment or perform work for any other employer during that leave, except when the leave is for military service and the employee's reason for leave does not preclude the outside employment.

#### **4.13.1 Family and Medical Leaves of Absence (continued)**

6. Every employee on a Medical Leave, Family Care Leave, or Leave to Care for a Seriously Ill or Injured Family Member in the Military will be required to use all accrued personal, vacation, and sick days while on leave. However, employees may not use paid leave if they are receiving compensation under Goodwill Houston's disability or workers' compensation insurance programs, except to supplement the disability or workers' compensation plan benefits such as when the plan only covers a portion of the employee's salary. Every employee on Parental Leave or Leave for a Qualifying Exigency of a Family Member in the Military will be required to use all accrued personal and vacation days while on leave. Employees must meet the procedural requirements of the paid leave policies to use the paid time off during an otherwise unpaid leave.
7. Goodwill Houston will continue to pay its share of existing health insurance coverage and provide other benefits to employees on leave as required by law. Failure of the employee to pay his share of any such dependent health insurance premium may result in loss of coverage. Benefits that accrue according to length of service (such as paid vacation, holiday, personal, and sick days) do not accrue during periods of unpaid leave or during periods in which the employee receives workers' compensation or disability benefits.
8. Employees returning from a leave of absence will be reinstated to their same job or to an equivalent job with equivalent status and pay, to the extent required by law. Employees returning from a medical leave must provide certification of their ability to perform the functions of their job. Employees returning from a military leave also must comply with all of the reinstatement requirements specified by federal and state law. If the same job or one of equivalent status and pay is not available as a result of a reduction in force, the employee will be treated in the same manner as though he had been actively employed at the time of the reduction in force.
  - a. In the event that an employee elects not to return to work upon completion of an approved family and/or medical leave of absence, Goodwill Houston may recover from the employee the cost of any payments it incurred to maintain the employee's coverage, unless the failure to work was for reasons beyond the employee's control. Benefit entitlement based upon length of service will be calculated as of the last paid workday prior to the date of the unpaid leave of absence.
  - b. If an employee fails to return to work at the conclusion of an approved leave of absence, including any extension of the leave, the employee will be considered to have voluntarily terminated employment.

In the event of any conflict or inconsistency between these policies and the actual requirements of the FMLA, the actual requirements of the FMLA shall control.

### **4.13.2 Personal Leave of Absence (After 90 days of employment)**

In cases of ineligibility for FMLA, Goodwill Houston offers a personal leave of absence. Personal leaves of absence are considered on a case-by-case basis and *require the approval of senior management and Human Resources*. Personal leaves may be granted for a minimum of 6 days and a maximum of 60 days. Business necessity may dictate filling the position.

Eligibility – Eligibility for this leave is considered on a case by case basis.

Employee Responsibilities – The employee should notify his or her Manager as soon as possible. In cases of a pre-planned leave, Goodwill Houston requests a 30-day notice.

Employees must return to work on the date approved at the time of the leave of absence or their employment status will be changed to a voluntary resignation. In cases of personal leave that is medically-based, employees will be required to submit a physician's release to return to work.

Job Reinstatement - There are no job reinstatement rights with a personal leave of absence.

Income Sources During Leave - Personal leave is unpaid, unless employees choose to use accrued vacation time. In cases of personal leave that is medically-based, employees will be eligible to use accrued but unused sick time if a statement from the physician documenting their illness or injury is submitted to Human Resources.

### **4.13.3 Premium Payment During Leaves of Absence**

Military leaves are granted in accordance with provisions of the Federal Uniformed Services Employment and Reemployment Act (USERA) of 1994.

A regular full-time employee who enters military service on an active basis must request in writing, and will receive a leave of absence without pay for the length of one normal enlistment period. A copy of the military orders must be given to the supervisor. Upon timely return to work, the employee will be reinstated with seniority in accordance with the provision of USERA and state law.

If you are required to attend a mandatory training camp for military Reserve or National Guard duty, your supervisor must be notified two months in advance of the day you are to report for such duty.

Pursuant to USERRA, Goodwill Houston will pay its share of insurance premiums for employee coverage and dependent coverage during military service and the statutory period upon return from active service. While you are on any other type of unpaid leave of absence from Goodwill Houston, you will be responsible for paying your portion of any premiums for your coverage and one hundred percent (100%) of the cost for your dependents while on

### **4.13.3 Premium Payment During Leaves of Absence (continued)**

leave. Failure to do so may result in loss of coverage and possible refusal by the insurance carrier to allow your coverage to be reinstated.

### **4.13.4 Bereavement**

A full-time or part-time employee who has completed 90 days of employment may be excused from work for up to three days with pay in the event of a death in the family. This benefit will be pro-rated for part-time employees based on their average hours worked per day. 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.

Goodwill Houston requires proof of relationship of the deceased as a prerequisite for this benefit.

### **4.13.5 Jury Duty**

Goodwill Houston encourages all employees to participate in this area of civic responsibility. Jury duty does not negatively affect attendance records as time off the job. Occasionally, the time when asked to serve may not be practical. If this happens, a request to the Court for deferment may be submitted.

Salary will continue during jury duty in addition to the compensation received from the Court up to a maximum of seven (7) working days. If excused before the end of the work day, employees are expected to return to work.

Employees who have been called to jury duty are required to submit a copy of the notice to their supervisor who will forward a copy to the Human Resources.

## **Section 5: Professional Standards**

### **5.1 Use of E-Mail/Internet/Computer Software**

Goodwill Houston provides internet access and e-mail services to facilitate employee efficiency in the working environment. These services are powerful tools and should not be misused by any employee. Your computer awareness will assist in keeping our computing environment safe and running efficiently.

### **5.2 E-Mail**

The computer and e-mail system are company property. Under no circumstances is it to be assumed that e-mail is confidential or private. All messages sent or received are subject to inspection and review. E-mail communications are property of Goodwill Houston and are to be used for company communications only. E-mails from unknown sources should be deleted immediately in order to prevent any viruses.

No messages of any nature are to be sent or received that create an offensive or disruptive work environment or that violate Goodwill Houston's policies on harassment. Goodwill Houston's e-mail system is not to be used to solicit or promote commercial ventures, religious or political causes, unions, outside organizations or other non-job related solicitations. If you receive e-mail that you find offensive you should contact your Manager or Human Resources. If it is determined that the e-mail was internal, Human Resources will conduct an investigation and, if necessary, appropriate disciplinary action will be taken.

### **5.3 Internet Use**

No unauthorized software downloads are permitted. The Information Technology department will determine if the software download is from a reputable source and if the software download is required for your job function. You are prohibited from accessing inappropriate Internet sites or receiving, storing or transmitting inappropriate material. In addition, it is important to remember to respect all copyright protections posted on information available on the Internet.

### **5.3a Social Networking**

Goodwill Houston does not allow employees participate in social networking sites (e.g. Facebook, MySpace, Twitter, YouTube, LinkedIn) and chat rooms, and create and maintain personal websites, including blogs while working, except to the extent it relates to the employee's job. Goodwill Houston respects employees' online social networking and personal Internet use outside of work. However, your online presence can affect Goodwill Houston as your words, images, posts, and comments can reflect or be attributed to Goodwill Houston. As an employee, you should be mindful to use electronic media, even on your own personal time, responsibly and respectfully to others. Because employees' online comments and postings can impact Goodwill Houston and/or the way employees are spending their time at work,

### **5.3a Social Networking (continued)**

Goodwill Houston has adopted the following guidelines that employees must observe when participating in social networking sites and/or engaging in other forms of Internet use on and off duty. It shall be considered a breach of acceptable employee conduct to post on any public or private website or other forum, including but not limited to discussion lists, newsgroups, list serves, blogs, information sharing sites, social media sites, social or business networking sites such as LinkedIn, Facebook, or MySpace, chat rooms, telephone based group communications such as Twitter, or any other electronic or print communication format, any of the following:

- (1) Anything that may harm the goodwill or reputation of Goodwill Houston or any disparaging information about Goodwill Industries of Houston.
- (2) Any disparaging, discriminatory or harassing information concerning any customer, employee, vendor or other person associated with Goodwill Houston. Goodwill Houston's policies prohibiting harassment apply online as well as offline.
- (3) Any confidential information, trade secrets, or intellectual property of Goodwill Houston obtained during your employment, including information relating to finances, research, development, marketing, customers, operational methods, plans and policies.
- (4) Any private information relating to a customer, employee or vendor of Goodwill Houston.

In compliance with applicable regulations of the Federal Trade Commission, employees endorsing Goodwill Houston's products or services must disclose their employment relationship with Goodwill Houston and must ensure that endorsements do not contain representations that are deceptive or cannot be substantiated. If you are speaking about job-related content or about Goodwill Houston you must either clearly identify yourself as a Goodwill Houston employee, or speak in the first person and use a disclaimer to make it clear that the views expressed belong solely to you. In addition, the following statement must be used, "The opinions expressed on this site are my own and do not necessarily represent the views of Goodwill Industries of Houston."

This Policy applies regardless of where or when employees post or communicate information online. It applies to posting and online activity at work, home or other location and while on duty and off duty. Goodwill Houston reserves the right to monitor and access any information or data that is created or stored using Goodwill Houston's technology, equipment or electronic systems, including without limitation, e-mails, internet usage, hard drives and other stored, transmitted or received information. Employees should have no expectation of privacy in any information or data (i) placed on any Goodwill Houston computer or computer-related system or (ii) viewed, created, sent, received or stored on any Goodwill Houston computer or computer-related system, including, without limitation, electronic communications or internet usage.

### **5.3a Social Networking (continued)**

This policy will not be construed or applied in any manner that interferes with employees' rights under NLRA.

**Employees who violate Goodwill Houston's Social Networking Policy will be subject to disciplinary action, up to and including termination of employment.**

### **5.4 Issued and Personal Device Policy**

#### **Cellular Phones**

Employees may be issued cellular phones to facilitate on the job communication. The Vice President of Operations or the Vice President of Workforce Development has the discretion to decide whether or not a particular employee will need a cellular phone as well as what type of cellular phone and plan that employee will need.

#### **Company Issued Cellular Phones**

All employees who are issued cellular phones are responsible for the phone they are issued including any repair or replacement costs. All employees receiving these items must complete a Goodwill Property Authorization Agreement and submit it to Human Resources or the Manager of Workforce Administration.

#### **Personal Cellular Phones**

All employees who elect to use their personal cellular phone will be subject to the guidelines set forth below, "Personal Device Guidelines." If an employee elects to use their personal cellular phone, they will receive a monthly reimbursement plan which is determined by the Vice President of Operations or the Vice President of Workforce Development. Employees who elect this option must keep their personal cellular phones in good working order with an adequate voice and data plan that meets their business needs. Employees will not be reimbursed for charges resulting from exceeding their established plan. All employees who elect to use their personal cellular phone must complete a Goodwill Property Authorization Agreement (is there going to be a "reimbursement agreement?") and submit it to Human Resources or the Manager of Workforce Administration.

#### **Laptops, Notebooks or Other Electrical Devices**

Employees may be issued a Laptop, Notebook or any other electrical device to facilitate on the job communication. The Vice President of Operations or the Vice President of Workforce Development has the discretion to decide whether or not a particular employee will need an electronic device.

#### **Company Issued Electronic Devices**

All employees who are issued electronic device are responsible for the device they are issued including any repair or replacement costs. All employees receiving these items

## **5.4 Issued and Personal Device Policy (continued)**

must complete a Goodwill Houston Property Authorization Agreement and submit it to Human Resources or the Manager of Workforce Administration.

### **Personal Electronic Devices**

All employees who elect to use their personal electrical devices with access to the Goodwill network will be subject to the guidelines set forth below, "Personal Device Guidelines." All employees who elect to use their personal electronic device must complete a Goodwill Property Authorization Agreement and submit it to Human Resources or the Manager of Workforce Administration.

### **Personal Device Guidelines**

Subject to the following terms and conditions, Goodwill Houston will permit employees to use personal electronic devices to access the company network.

- i. Any and all operational\connectivity costs and\or charges related to acquiring, managing or maintaining a Personal Device are the responsibility of the employee. Goodwill Industries of Houston reserves the right to permit or deny any form of reimbursement for personal devices depending on job requirements and\or need seen fit by the decisions of Goodwill Industries of Houston for said device. Additionally, Goodwill Industries of Houston shall not be held responsible or any increased or additional charges incurred as a result of accessing and\or utilizing the Goodwill Industries of Houston network with a personal device.
- ii. Any personal devices planning to be used on the Goodwill Industries of Houston network must meet minimum technical requirements and standards including operating system\firmware defined by Goodwill Industries of Houston in conjunction with their IT department\IT Support provider. Devices must be inspected by Goodwill Industries of Houston in conjunction with their IT department\Provider at the time of configuration. Minimum requirements should be expected to change from time to time without notice.
- iii. Employee's in possession of Personal devices with access to the Goodwill Industries of Houston network are responsible for ensuring said device stays in accordance with minimum standards and policies defined by Goodwill Industries of Houston in conjunction with their IT Department\IT Support Provider.
- iv. Upon receiving access to the Goodwill Industries of Houston network with any and all personal device\devices, the employee agrees to comply with and be subject to all applicable company rules, regulations and policies. Goodwill Industries of Houston reserves the right to modify all such rules regulations and policies at any time in its sole discretion. In addition, as a condition of receiving access to the Goodwill Houston company network the employee will be required to execute and abide by consent in substantially the form and\or containing substantially the terms attached hereto. Goodwill Houston reserves the right to modify the consent form at any time in its sole discretion. Furthermore, upon termination of employment with Goodwill Houston, at the request of the company, the employee may be required to assign any and all phone numbers associated with any and all personal devices to Goodwill Houston.



## **5.4 Issued and Personal Device Policy (continued)**

- v. Notwithstanding any provision of this policy to the contrary, the Goodwill Houston network may not be accessed via VPN from any personal device.
- vi. Upon receipt of access to the Goodwill Houston company network, the employee grants to the company the right to access the device with or without notice in order to investigate, review, delete, remote wipe company data, disable and/or remotely decommission or render unusable the device at any time for any reason. The company will not be held liable for the loss of any personal data arising by such actions by Goodwill Houston.
- vii. Employees agree to immediately notify their superiors should they believe that their device has been lost, stolen or otherwise compromised so that Goodwill Houston may take appropriate actions to safeguard company data and/or the company network.
- viii. Employees agree to allow Goodwill Houston to take any and all actions deemed appropriate to secure company data and the company network with or without notice if the company suspects a security breach related to a personal device. This includes but is not limited to disconnecting the device from the company network and remote wiping company data and/or disabling or rendering device unusable.
- ix. The privileged use of personal devices on the Goodwill Houston network granted by management may be revoked at any time for any inappropriate conduct carried out on such devices. This includes but is not limited to:
  - a. Sending chain letters or participating in any way in the creation or transmission of unsolicited commercial email ("Spam") that is unrelated to legitimate company purposes.
  - b. Engaging in private or personal business activities; including excessive use of instant messaging and chat rooms.
  - c. Accessing Goodwill Houston networks, servers, drives, folders or files to which permission has not been granted for access to the employee by someone authorized by Goodwill Houston to grant such requests.
  - d. Making unauthorized copies of files or other company data.
  - e. Destroying, deleting, erasing or concealing Goodwill Houston files or other company data, or otherwise making such files or data inaccessible or unavailable to Goodwill Houston or to authorized users.
  - f. Use of device in misrepresentation or oneself or the company
  - g. Violating any laws or regulations of the United States or any other nation or any state, city, province or other local jurisdiction in any way.
  - h. Engaging in unlawful or suspicious activities
  - i. Deliberately propagating any virus, worm, Trojan horse, trap-door program code, or other code or file designed to disrupt, disable, impair, or otherwise harm either the Company's networks or systems or those of any other individual or entity;
  - j. Using abusive, profane, threatening, racist, sexist, or otherwise objectionable language in either public or private messages;
  - k. Sending, receiving, or accessing pornographic materials;

## **5.4 Issued and Personal Device Policy (continued)**

- l. Becoming involved in partisan politics;
- m. Causing congestion, disruption, disablement, alteration, or impairment of Company networks or systems;
- n. Maintaining, organizing, or participating in non-work-related Web logs ("blogs"), Web journals, "chat rooms", or private/personal/instant messaging;
- o. Failing to log off any secure, controlled-access computer or other form of electronic data system to which you are assigned, if you leave such computer or system unattended;
- p. Using recreational games during normal working hours; and/or
- q. Defeating or attempting to defeat security restrictions on company systems and applications

## **5.5 Goodwill Branding, Logo and Mission**

A brand is the sum of all the experiences and messages about a business, an organization or a product as integrated by an individual into an overall perception.

A brand is someone's *gut feeling* about a product, service – or our Goodwill.

Logos, fonts and colors do shape perceptions, but not as much as courteous door greeters, highly skilled program graduates, convenient, well-merchandised stores, and well-run and governed organizations that unmistakably demonstrate our mission at work.

### **How do we measure success at branding?**

Success is when one person – or a neighborhood or a whole community – donates to our Goodwill instead of another organization, hires our program graduates instead of someone else's or contributes funding because our brand is more familiar and trusted.

Managing brand is the art and science of aligning "customer touch points" and messages to create consistent, integrated impressions in the mind of the customer that translate into loyalty and support.

And how are these impressions created? Through an almost infinite number of sources: stores, friends, articles, bosses, web sites, and written materials.

Every contact with a customer or stakeholder is a moment of truth that helps define the Goodwill brand, either positively or negatively. What that means, of course, is that the brand is continually changing in the minds of the public. So, the business of managing our brand provides daily opportunities. Each employee is an ambassador for the Goodwill brand.

## **5.6 Goodwill Logo and Mission Statement**

The Goodwill Houston logo and mission statement are extremely valuable assets that must be used carefully. Consistent use and execution are important to building a strong brand and ensuring clear communication. All employees are expected to use the Goodwill Industries of Houston logo and mission statement appropriately. For detailed guidelines, graphic standards, files, colors and fonts, please consult the Marketing and Communications Department.

## **5.7 Travel for Company Business**

All travel out of the Goodwill Houston territory for company business must be approved by the Executive Staff member of your department prior to making travel arrangements. Travel within the state of Texas will be by car unless air travel has been pre-approved.

Meals and incidental expenses such as parking fees or tolls, when not charged on a company credit card, are paid by you and reimbursed within the guidelines identified below. All receipts should be attached to a completed Expense Form. Under no circumstances will cash expenditures be reimbursed without receipts, with the exception of reasonable tips.

The maximum reimbursement guideline for breakfast is \$8.00, lunch is \$12.00 and dinner is \$25.00. It is understood there may be cities and/or situations when it may be unreasonable that these guidelines cannot be met; justification and Executive Staff approval will be required prior to reimbursement over the guideline established.

Additional exclusions from reimbursement include the following: alcoholic beverages, in-room movies, and entertainment other than meals with the exception of special events, which are a scheduled part of the activity. One personal phone call per day will be reimbursed.

## **5.8 Use of Personal Vehicle for Company Business**

In cases where you use your own vehicle for business travel, you can request mileage reimbursement on the appropriate form. Mileage reimbursement is based on the IRS auto allowance rate. Manager's signature is required to receive mileage reimbursement.

When using your own vehicle to transport co-workers or clients for business travel, you are required to provide proof of insurance. A copy of your insurance must be given to the President's assistant to have on file in case of any emergencies and/or accidents.

## **5.9 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 employee is expected to keep this in mind at all times 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.

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

## **5.10 Personal Cellular Phones and Other Mobile Devices**

While at work employees are expected to exercise the same discretion in using personal cellular phones as is expected for the use of company phones. Excessive personal calls during the workday, regardless of the phone used, can interfere with employee 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. Employees 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 employees 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 employees who will be allowed to wear Bluetooth type devices where business needs dictate. Employees required to wear such devices for business reasons will be notified by their manager/supervisor of this requirement.

Additionally, at no time will employees be allowed to have portable music devices (e.g. MP3 players, Walkmans, iPod, etc.) on their person during working hours. Headphones and other devices will not be used in the workplace. This measure helps to ensure a safe working environment for all employees and a safe and enjoyable experience for our shoppers and donors.

## **5.10 Personal Cellular Phones and Other Mobile Devices (continued)**

The company will not be liable for the loss or damage of personal cellular phones or any other personal items brought into the workplace.

## **5.11 Camera Phones**

As a preventative step believed necessary to secure employee privacy, trade secrets and other business information, any inappropriate use of camera phones, either business or personal, will be subject to disciplinary action up to and including termination.

## **5.12 Problem Solving Procedure**

As an employee of Goodwill Houston, you have the right and responsibility to voice any occurrence perceived as unfair or inequitable through a problem solving procedure designed for that purpose. Please discuss any problem with your manager first. Following the chain of command, after you have met with your manager, and if you are not satisfied with the resolution then contact your manager's manager. Should that meeting not result in a satisfactory resolution, you may appeal in writing to the Human Resources Department.

Any employee who feels that he or she has encountered, experienced or witnessed sexual harassment should immediately report the incident(s) in writing directly to his/her HR Specialist.

## **Section 6: General Policies**

### **6.1 Personnel Records**

An individual employment file is maintained on you throughout your employment with Goodwill Houston. Your file contains your pre-employment application, and additional forms you complete once you became an employee. Other materials relating to you will be added to your personnel file as appropriate. Please notify the Human Resources department with any changes in name, marital status, address, phone number, number of eligible dependents, W-4 deductions and emergency contact information, so that your personnel file and payroll records can be updated accordingly. The completed I-9 form, medical information form, EEO form and Disability Checklist are filed separately from your individual personnel file to maintain strict confidentiality.

### **6.2 Access to Individual Records**

Employees may request copies of documents signed by them at the time of counseling. Once the counseling session is over, the information becomes a part of their personnel file and is no longer available to them. This applies to all formal written employee action reports other than verbal warnings and file notes. Any disciplinary action involving a written counseling report taken against an employee is to be reviewed and approved by either the HR Specialist or the Director of Human Services prior to discussion with the employee.

Employees have access to their own personnel file with the authorization of the Director of Human Resources. The employee may review his/her personnel file only in the presence of a senior member of the Human Resources team. The employee will not be allowed to remove the file from the Human Resources Department for any reason. The employee may not make copies of any material contained in their personnel file.

The employee has the right to challenge information in his/her personnel file. Any incorrect information will be corrected or removed if documentation can be provided to prove its inaccuracy. The employee should submit the correct information to a senior member of the Human Resources department for consideration.

### **6.3 Employment and Income Verification**

Requests for information concerning a current or past employee of Goodwill Houston are to be referred to the Human Resources department. Responses are provided to all written requests determined to be valid. All requests must include an authorized release from the employee. Human Resources will provide dates of employment, title and will confirm salary information for written requests only. Human Resources will not verify employee information by phone.

### **6.3 Employment and Income Verification (continued)**

As a matter of practice, Goodwill Houston conducts background checks for all potential new hires prior to commencement of work. Goodwill Houston also conducts employment verification for certain vacancies throughout the organization.

## **6.4 Name Badges**

All Goodwill Houston retail employees will be issued an I.D. badge which should be displayed by employees while they are at work. Badges are provided by Goodwill Houston and will be updated as necessary or replaced, if broken, at the company's expense. Employees are responsible for the safekeeping of all equipment assigned to them.

Under no circumstances may one employee clock another employee in or out. Both employees who are involved in this practice will be subject to immediate disciplinary action up to and including termination from Goodwill Industries of Houston, Inc.

## **6.5 Dress Code**

While Goodwill Houston's business operations may vary, one theme should remain constant: the neat, clean and well-groomed image of our employees. Please groom yourself in a manner consistent with good hygiene, safety and good taste. Body odor and general uncleanliness, determined in the sole discretion of Goodwill Houston, will result in an employee being sent home to clean/change clothing or otherwise groom his or herself before being able to return to work. Repeated violation of this policy may lead to disciplinary action including termination. In areas or departments where a specific dress code is to be maintained, the Managers of those areas are responsible for communicating the dress code to their employees.

All employees should exercise sound business judgment with regard to personal appearance, dress and grooming to enable them to be most effective in the performance of their duties. In an office setting, you should be professionally dressed in a manner appropriate for your role within the organization. Goodwill Houston recognizes, however, that personal appearance is an important element of self-expression. As a result Goodwill Houston wishes to make no effort to control or dictate employee appearance, specifically with regard to jewelry or tattoos, unless they conflict with an employee's ability to perform effectively in the position they hold or within the specific environment they work.

## **6.5 Dress Code (continued)**

Factors used to determine whether jewelry and tattoos pose a conflict with the job or work environment will include, but are not limited to:

- Safety of self or others;
- Productivity or performance of tasks;
- Perceived offensive on the basis of race, sex, religion, etc.;
- Community norms;
- Customer complaints.

If you are dressed in a manner that disregards these rules or is considered to be unprofessional in the sole discretion of Goodwill Houston, you will be asked to leave the premises until you are acceptably within the dress code. You will not be paid during the time required for you to return in proper attire. If an employee continues to report for work in violation of this policy, the employee will be subject to discipline, including termination.

If a potential conflict is identified the employee will be encouraged to identify appropriate solutions such as removal of excess jewelry, covering of tattoos, transfer to alternative positions, etc.

Supervisors and managers will be responsible for answering questions and resolving issues related to this policy on a case-by-case basis to ensure unique circumstances are appropriately considered. An environment of mutual cooperation is the company's goal.

## **6.6 Solicitation**

Goodwill Houston encourages employee participation in community and civic fund-raising activities, but also wishes to protect employees from unwanted solicitations and excessive literature. Therefore:

- Solicitation, sales and/or distribution of literature of any kind by visitors is prohibited unless the visitor is on Goodwill Houston premises at the express invitation of Goodwill Houston.
- Distribution of literature by employees in work areas is prohibited.
- Solicitation, sales and other fund-raising activities by employees are prohibited during working hours (excluding all break times).



## **6.7 Volunteers**

Goodwill Houston has a strong reputation for helping individuals with disabilities and other barriers to employment, and there are often times when customers or friends ask if they can volunteer their services. Individuals interested in volunteering their services should be referred to the Director of Development or Human Resources for further information.

Goodwill Houston also accepts the services of persons ordered by the courts to perform community service when it has been determined that such services are in the best interest of Goodwill Houston. If a person needing to complete court ordered community service contacts you, please refer them to the Human Resources department.

The Manager is required to inform the community service workers that Goodwill Houston is not responsible for any accidents or injuries that may occur during the course of their service. The community service worker is responsible for any damage he/she may do to Goodwill Houston property.

No individual under the age of 16 will be permitted to volunteer at any Goodwill location without proper supervision by their parent, school counselor or guardian. Appropriate volunteer paperwork, including signature from a parent or guardian, is required prior to volunteering.

Individuals 16 to 18 years of age will be permitted to volunteer at any Goodwill store, ADC or the main corporate headquarters. Appropriate volunteer paperwork, including signature from a parent or guardian, is required prior to volunteering.

Individuals 18 years of age and older will be permitted to volunteer at any Goodwill store, ADC or the main corporate headquarters. Appropriate volunteer paperwork, including the volunteer's signature, is required prior to volunteering.

## **6.8 Newsletter**

News @ Goodwill Houston, an electronic newsletter distributed via email, is published six times per year for our employees, board members, supporters and their families.

Requests and submissions should be directed to: News @ Goodwill Houston via e-mail to [news@goodwillhouston.org](mailto:news@goodwillhouston.org).

## **6.9 Policy on Smoking in the Workplace**

In fairness to all employees, individuals who smoke are expected to comply with existing company policy regarding break time. Please refer to section **3.4 Lunches and Break Periods** in your employee handbook for guidelines on break periods.

Smoking breaks will only be taken in authorized areas designated by your Manager or Supervisor. Smoking breaks **will not** be permitted at any time inside any of Goodwill Houston facilities. Smoking includes the use of any tobacco products as well as any electronic smoking devices. Goodwill Houston facilities include stores, donation centers, strip centers, donation trailers and company vehicles. Employees violating company work rules on breaks or smoking areas will be subject to disciplinary action in accordance with company policy.

## **Section 7: Safety and Security**

### **7.1 Safety Rules and Regulations**

Goodwill Houston expects its employees to follow regulations for safety at all times. Proper lifting techniques, following equipment safety instructions and ensuring overall safe performance of the job at hand is mandatory. Employees who are observed violating safety rules and procedures will be subject to immediate disciplinary action which may include a verbal or written warning, directive to leave the work premises for the remainder of one's shift or termination of employment.

### **7.2 Workplace Violence**

One of Goodwill Houston's overriding concerns is that employees and visitors are provided with a safe, businesslike work environment. Under no circumstances will Goodwill Houston tolerate physical violence or threatening behavior in the workplace, on company premises or at work-related functions.

Violating the policy against violence or weapons in the workplace is grounds for disciplinary action, up to and including immediate termination of employment.

Examples of violent or threatening behavior include, but are not limited to:

- Profane or abusive language;
- Threats or insinuations of "getting even";
- Physical aggression, whether demonstrated or threatened;
- Dangerous pranks or practical jokes;
- Aggressive horseplay;
- Fighting;
- Assault; or

Any form of harassment (see section 1.5 titled "Harassment").

Possessing firearms and weapons on company premises or at company sponsored events is dangerous to employees and strictly prohibited. No employee may bring weapons to the workplace unless specifically authorized by the president – for example, people in specific security or guard positions.

For purposes of this policy, a "weapon" means any item designed primarily for the purpose of inflicting bodily injury, which may include items that are legal to own. Employees are not permitted to have these items at work or while conducting business on behalf of Goodwill Houston.

## **7.2 Workplace Violence (continued)**

Employees should immediately report violent or threatening behavior to their managers or Human Resources representative. Through designated training classes, employees will be given safety tips on how to avoid and prevent becoming victims of violence.

## **7.3 Injuries on the Job**

Employees 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 immediate medical care is needed, Managers should call the Health and Safety Coordinator, contact emergency medical service providers (911) if necessary and assist injured employees until medical attention is on-site.

The Manager needs to promptly complete the Accident/Incident Report, gather witness statements, and deliver the information to the Manager of Compliance and the Health and Safety Coordinator 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. The Manager of Compliance and the Health and Safety Coordinator will assist employees with claim forms, claim filing and benefit information.

If the extent of the injury requires immediate medical attention, the employee will be taken to the appropriate medical facility. If the injured employee is a juvenile, his or her parent(s), guardian or legal custodian must be notified.

## **7.4 Emergency Response & Evacuation**

Emergency situations that offer a risk to employees' health and safety can, and do, arise unexpectedly in the workplace.

Managers are responsible for ensuring that every employee is aware of what to do in the case of emergency and evacuation.

In most cases, evacuation is the primary response to an emergency situation. If employees are ordered to evacuate the building, they must do so immediately in a calm and orderly manner and report directly to the facility's designated assembly point.

Being able to exit the building is critical. That is why employees must ensure the following:

- Fire aisles and fire exits remain clear of obstruction;
- Fire extinguishers are visible and accessible;
- Electrical panels are accessible;
- Emergency telephone numbers are posted;

## **7.5 Security**

Safety and security go hand in hand at Goodwill Houston. Security is concerned with protecting the assets of this Goodwill, namely property, money and most importantly, its people!

Goodwill Houston treats all loss seriously. A security program is in place by which incidents of loss are thoroughly investigated and corrective actions are taken where indicated. Goodwill Houston also utilizes available technology, such as camera systems, access control, etc., to protect its assets.

## **7.6 Searches and Inspections**

Any employee leaving Goodwill Houston's premises, for whatever reason, must have his/her personal effects checked by a member of management and/or another authorized representative of Goodwill Houston. Personal effects include, but are not limited to, purses, lunch kits, back packs, lap top bags or any other bags carried into or out of a Goodwill location. During a search, personal effects must not be touched by the authorized representative. If an item(s) need to be moved or removed, the employee will need to move or remove the item(s).

Authorized representatives must be consistent when conducting searches and inspections.

If an illegal or unauthorized item is found as a result of a search or inspection, that employee will be subject to discipline, up to and including termination. Illegal or unauthorized items include, but are not limited to, property of Goodwill Houston, weapons, alcohol, drugs or paraphernalia utilized in conjunction with drug or controlled substance use on Goodwill Houston's premises or any property that is in an employee's possession, including vehicles, lockers or other storage areas provided by Goodwill Houston.

## **7.7 Visitors**

Employees must recognize Goodwill Houston may have an insurance liability for persons visiting any Goodwill Houston business/service location. Therefore, it is necessary to strictly control all access to Goodwill Houston facilities. Friends, family members or children are not permitted in non-customer contact areas.

Vendors, repair technicians and guests entering into our buildings should identify themselves and state the nature of their business before access is granted into any office, area or facility. It is the responsibility of the employee authorized to grant entrance to ensure that the person requesting entry has a valid reason for entering the building or office area. Each visitor should be greeted at the reception area, issued a visitor badge and escorted to the office he or she is visiting.

# **Appendix A:**

## **Policies and Procedures on Alcohol and Drug Use**

### INTRODUCTION

It is the intent of Goodwill Houston to provide a work environment conducive to attaining high work standards and as free as possible of safety and health hazards.

This statement is to notify and remind all Goodwill Houston applicants, employees and contract workers that illegal or unauthorized possession or use of drugs or alcohol is not permitted on any of Goodwill Houston's premises, while operating any company vehicle or equipment, or while conducting company business. Paraphernalia and equipment related to illegal or unauthorized drug use is also prohibited.

### DEFINITIONS

1. "Alcohol" means the intoxicating agent in beverage alcohol, ethyl alcohol (ethanol), or other low molecular weight alcohols including methyl and isopropyl alcohol, and includes without limitation, beer, wine, and distilled liquors.
2. "Company premises or property" means any and all properties owned, leased, or otherwise in the possession or control of Goodwill Houston, including but not limited to any facilities provided by Goodwill Houston to employees or contract workers, such as closets, desks, lockers, vehicles, and offices.
3. "Drugs" or "controlled substances" mean any prescription drugs, inhalants, and other illegal, controlled, or unauthorized substances or chemicals that may cause addiction and/or affect coordination or memory.
4. "Paraphernalia" means any device, implement, or equipment that is commonly utilized for the use of illegal drugs or substances.
5. "Possession" means having any amount of drugs or alcohol on one's person or belongings; or in one's vehicles, automobiles, or trucks that are on the Goodwill Houston's premises, or are used in the course of Goodwill Houston business; or in a company vehicle; or in other rooms, quarters, baggage, desks or lockers located on Goodwill Houston's premises.
6. "Refusal to submit" (to an alcohol or drug test) means that an individual (1) fails to provide adequate breath for testing without a valid medical explanation after the driver has received notice of the requirement for breath testing, (2) fails to provide adequate urine for drug testing without a valid medical explanation after the driver has received notice of the requirement for urine testing, or (3) engages in conduct that clearly obstructs the testing process.

## DEFINITIONS (continued)

7. "Sale" means any exchange, transfer, or sharing, whether for money or otherwise.
8. "Use" with regard to drugs is defined as having any trace amount of drugs in an individual's system, or physical consumption of drugs. "Use" with regard to alcohol is defined as the physical consumption of alcohol or having an amount of alcohol in one's system that is in violation of this policy. "Use" with regard to drugs or alcohol is also defined as being under the influence of either drugs or alcohol.

## **I** **PROHIBITED CONDUCT**

All applicants, employees and contract workers not subject to Department of Transportation regulations, are reminded that the following conduct is prohibited and will constitute a violation of this policy: (1) use, possession, sale or distribution of drugs or alcohol on Goodwill Houston's premises, while operating any company vehicle or equipment, or while conducting company business, with the exception that use and possession of alcohol during company sponsored business or social functions, where the use of alcohol remains moderate, will not be considered a violation of this policy; (2) possession of prescribed drugs that are not in the correct container or are not prescribed to the person in possession; (3) use of any correctly prescribed drug which is unsafe to use while operating company vehicles or equipment or conducting company business; employees or contract workers using these types of drugs should contact the Human Resources Department before reporting to work; (4) possession, sale or distribution of paraphernalia and equipment related to illegal or unauthorized drug use; and (5) refusal to submit to a drug or alcohol test administered pursuant to this policy.

## **II** **EMPLOYEE AND CONTRACT WORKER RESPONSIBILITIES**

Employee and contract worker responsibilities under this policy include (1) abiding by the Goodwill Houston's Drug and Alcohol Policy; (2) reporting any known use, possession, sale or distribution of drugs or alcohol on Goodwill Houston's premises or property, or while on company business; and (3) informing the Human Resources Department if they are using any prescribed medicine that could affect performance.

### III **DRUG AND ALCOHOL TESTS**

Goodwill Houston may require an applicant or employee to submit to a drug and/or alcohol test under the following conditions:

1. pre-employment;
2. there is reasonable suspicion or cause to believe that the employee has violated the prohibitions identified in § I above; or
3. periodic or random; or
4. after an employee has been involved in an incident or accident resulting in injury, lost work time, or property damage; or
5. when a client requires the testing of Goodwill Temporary Services (GTS) employees entering the customer's premises, worksite, or clients who work on the customer's contracts; or Workforce Development clients

Contract workers may be subject to drug and/or alcohol testing if there is reasonable suspicion or cause to believe that the contract worker has violated the prohibitions identified in § I, above.



## IV

### **DISCIPLINARY ACTION AS A RESULT OF A VIOLATION OF THE POLICY**

The following disciplinary action will result when employees, contract workers, or other individuals are found to be in violation of this policy.

1. Any employee who refuses to submit to a search, urinalysis, blood test, or other test administered pursuant to this policy will be subject to discipline, up to and including termination.
2. Any employee found in possession of any drugs, alcohol, or paraphernalia or equipment related to illegal or unauthorized drug use, and any Employee found selling or distributing any drugs, alcohol, or paraphernalia or equipment related to illegal or unauthorized drug use, will be subject to discipline, up to and including termination.
3. Any employee who violates this policy because of a positive test to the result of a urinalysis, blood test, or other test administered pursuant to this policy will be subject to discipline, up to and including termination.
4. Any employee found to have violated this policy, other than as described in Paragraphs 1 through 3 above may be subject to discipline, up to and including termination.
5. Any contract worker who refuses to submit to a search, a reasonable suspicion drug or alcohol test, or who is found in possession of or using any drugs, alcohol, or paraphernalia or equipment related to illegal or unauthorized drug use, or who is found selling or distributing any drugs, alcohol, or paraphernalia or equipment related to illegal or unauthorized drug use, or who is otherwise found to be in violation of this policy, may not be allowed on any of Goodwill Houston's premises or in any of the company's vehicles and may be barred from working with or for Goodwill Houston.
6. Any person, other than a Goodwill Houston employee or contract worker, having business with the Goodwill Houston, who is found in possession of or using any drugs, alcohol, or paraphernalia or equipment related to illegal or unauthorized drug use, or who is found selling or distributing any drugs, alcohol, or paraphernalia or equipment related to illegal or unauthorized drug use, or who is otherwise found to be in violation of this policy, may not be allowed on any of the Goodwill Houston's premises or in any of the company's vehicles.
7. Goodwill Houston will withdraw an offer of employment from any applicant who refuses to submit to a urinalysis, blood test, or other test administered pursuant to this policy, or who violates this policy due to the result of a urinalysis, blood test, or other test administered pursuant to this policy.
8. Refusal to sign the Acknowledgment and Release regarding the Goodwill Houston's Drug and Alcohol Policy will be deemed to be a voluntary termination initiated by the employee.

## V

### **SEARCHES**

Goodwill Houston may, from time to time and without notice, conduct searches for alcohol, drugs, or paraphernalia utilized in conjunction with drug or controlled substance use on Goodwill Houston's premises or any property in an employee's possession, including vehicles and lockers or other storage areas provided by Goodwill Houston.

## **VI** **INSURANCE COVERAGE**

Employees should review Goodwill Houston's health insurance plan for coverage of treatment for chemical dependency.

## **VII** **REPORTING OF CRIMINAL CONVICTION**

Goodwill Houston abides by the Drug Free Workplace Act of 1988. In connection with this Act, all employees are required to inform the Company of any criminal drug conviction for a violation occurring in the workplace within five (5) days after such conviction.

## **VIII** **FURTHER INFORMATION CONCERNING THIS POLICY**

Please direct all inquiries concerning this policy to, or for further information concerning the requirements and procedures of this policy contact the Human Resources.

## **Appendix B:**

### **Policies and Procedures Contained in the New Hire Packet**

#### **I**

#### **SEXUAL HARRASSMENT AND HARASSMENT POLICY**

The physical policy is located on pages 14-16 of this employee handbook. The original acknowledgement of receipt of policy on sexual harassment and harassment is listed below.

#### **Acknowledgement of Receipt of Policy on Sexual Harassment and Harassment**

I have received a copy of Goodwill Houston's Policy on Sexual Harassment and Harassment. I have had the opportunity to review these policies outlined in the Handbook and to ask any questions regarding these policies. I agree to abide by and uphold the policies contained therein.

As these policies are also included in the Team Member Handbook (Employee Handbook) I understand that Goodwill Houston retains the right to modify, amend or supplement any of the guidelines contained in the Team Member Handbook, that Goodwill Houston may interpret such policies in its sole discretion, and that the Goodwill Houston's interpretation of these guidelines is final.

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Team Member's Signature

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Date

## II CONFIDENTIALITY AGREEMENT AND POLICY

In the course of performing the duties of your position with Goodwill Industries of Houston, you may be responsible for or handle confidential information such as salary information, payroll records, sensitive communications, etc.

It should be understood that any breach of confidentiality regarding the information detailed above, or any other type of sensitive information, will result in immediate termination of your position with this organization.

Should you have any questions regarding this company policy, contact your immediate manager or Human Resources representative.

I understand that any violation of Goodwill Houston's confidentiality agreement and policy is considered a violation of company policy and is grounds for immediate termination.

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

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

**III**  
**GOODWILL HOUSTON EQUIPMENT AUTHORIZATION POLICY**

**KEYS**

If provided with a key, I understand that I am being provided with keys/master key for my respective location for the sole purpose of business while employed with Goodwill Industries of Houston. I agree to relinquish the key/master key if it is determined that use of this key will no longer be needed for the function I am performing. I further understand that if the key/master key is damaged, lost, stolen or not returned to management at the end of my employment with Goodwill Industries of Houston, I will be responsible for the cost of the master key and will have \$250.00 deduction from my wages if the location has to be rekeyed or a \$50.00 deducted from my wages if the lost, stolen or unreturned keys do not require the location to be rekeyed.

**COMPANY ISSUED CELL PHONE and/or ELECTRONIC DEVICE**

I understand that I am being provided this company issued cellular phone and/or electronic device (circle one or both) for the sole purpose of business while employed at Goodwill Industries of Houston. I agree to relinquish this/these company issued device(s) if it is determined that use of this/these device(s) will no longer be needed for the functions I am performing or my employment has ended. I agree to inform my manager of a lost or stolen company issued devices within twenty-four (24) hours. I further understand that if this/these device(s) is damaged, lost, stolen or not returned to Goodwill Houston. I will be responsible for the cost of \$200.00.

**PERSONAL CELL PHONE and/or ELECTRONIC DEVICE**

I understand that I am being provided company access through my **personal** cellular phone and/or electronic device for the sole purpose of business while employed at Goodwill Industries of Houston. I understand and agree to the Electronic Device Guidelines (provided in employee handbook). By being granted such access, I grant Goodwill Houston the right to access my personal device(s) with or without notice. I agree to inform my manager if any electrical device that has access to the company network is lost or stolen within twenty-four (24) hours.

I understand that it is my responsibility to maintain the proper standards of workmanship by keeping all items provided to me by Goodwill in good working conditions, and if by use through time the items become damaged or worn, I will return the provided items to Human Resources to be replaced. This does not include items purchased.

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Employee Signature

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Date

**IV**  
**STORE PROCEDURES POLICY**

1. Purchases may be made **only** on your day off.
2. Only a member of management may ring up employee purchases.
3. Employees may not check out family members.
4. Cashiers may only open the register to which they are assigned.
5. No materials are to be put away for future purchase by any employee (stashing).
6. Each employee must work in the area to which he/she is assigned.
7. Employees not on the schedule **may not** make purchases for employees who are on the schedule to work.
8. Employees must report internal/external theft, workplace violence, or other issues to Human Resources and Loss Prevention by completing the LP incident form (management only; available on the help desk) or by calling the Use Your Voice anonymous hotline.

**I HAVE READ & UNDERSTAND THE ABOVE PROCEDURES.**

---

Employee Signature

---

Date

**V**  
**CONFLICT OF INTEREST POLICY**

Being an employee of Goodwill Houston carries with it requirements of loyalty and fidelity. It is the responsibility of all employees to administer the affairs of Goodwill Houston honestly & economically, exercising their best care, skill and judgment for the benefit of Goodwill Houston and people with disabilities. It is also the responsibility of each such employee to make full disclosure of any interest that might result in a conflict on his or her part. The employees of Goodwill hereby adopt the following resolutions, hereafter referred to as Goodwill Houston of Houston's "Conflict of Interest Policy".

- The employees of Goodwill Houston shall exercise the utmost good faith in all transactions touching upon their duties to Goodwill Houston and their property.
- In their dealings with and on behalf of Goodwill Houston, employees shall be held to a strict rule of honesty and fair dealings between themselves and the institution.
- Employees shall not use their positions, or knowledge gained there from, in such a way that a conflict might arise between the interests of Goodwill Houston and those of the individual.
- All acts of employees shall be for the best interest of Goodwill Houston.
- Employees shall not accept gifts, favors or hospitality that might influence their decision making or actions affecting Goodwill Houston.
- Employees shall not hold a position in any outside concern with which there is reason to believe that Goodwill Houston competes, directly or indirectly, in the provision, purchase or sale of services, property rights or interest.

**Failure to follow this policy will result in disciplinary action up to and including termination.**

---

Employee Signature

---

Date

**VI**  
**CONSENT TO SEARCHES, INSPECTIONS, AND DRUG ANALYSES**

I certify that I have been provided a copy and have read Goodwill Houston’s policy on:

- ❖ Illegal and Unauthorized Items,
- ❖ Drugs, narcotics, Controlled and/or Dangerous Substances,
- ❖ Alcoholic Beverages, Firearms and Weapons, and Stolen Property.

I understand that a violation of this policy may subject me to immediate discharge from employment. I understand that unannounced searches may be conducted of my person and my personal effects, including my vehicle, for the limited purpose of determining whether illegal and unauthorized items, drugs, narcotics, controlled and/or dangerous substances, alcoholic beverages, firearms and weapons and stolen property are in my possession while on any Goodwill Houston work location or while on company business. I understand that Goodwill Houston can conduct urinalysis as well as blood tests for the purpose of determining the use of drugs, narcotics, controlled and/or dangerous substances and alcoholic beverages.

I hereby give my consent to Goodwill Houston or its authorized representative to search my person, vehicle or personal effects, to a urinalysis or blood test for determining the existence of illegal or unauthorized items or substances. Moreover, I authorize the physician, nurse or laboratory technician who conducts the urinalysis and blood tests to release the results of my tests to Goodwill Houston of Houston.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Date



**VII**  
**ACKNOWLEDGMENT & RELEASE: DRUG & ALCOHOL POLICY**

I acknowledge that I have been provided a copy of the Goodwill Houston's Drug and Alcohol Policy (the "policy"). I understand that a violation of this policy may result in the revocation of my employment offer from, or the immediate termination of my employment with Goodwill Houston of Houston, Inc. I understand that unannounced searches may be conducted, while I am on Goodwill Houston's premises or while conducting company business, for alcohol, drugs, or paraphernalia utilized in conjunction with drug or alcohol use. I further understand that these searches may include searches of any lockers or other storage areas provided by the company, my person, any company vehicle or equipment I may be operating or may have operated, and my personal effects, including my vehicle which may have been used, or shortly after it has been used, in the course of Company business.

I am aware that Goodwill Houston may conduct urinalyses, breath and/or blood tests for the purpose of determining if I am in violation of the policy. These tests may be used in the following situations: (a) Pre-employment testing, (b) Testing based on reasonable cause or suspicion, (c) Periodic or random testing, (d) After an employee has been involved in an incident or accident resulting in injury, lost work time, or property damage, (e) When a customer requires the testing of Goodwill Houston employees entering the customer's premises or worksite, (f) After an extended absence from work and, In connection with the overall enforcement of this policy.

I give my consent to Goodwill Houston or its authorized representative to search my person, vehicle, or personal effects, and to conduct a urinalysis, breath test, or blood test for determining my use or possession of these illegal, controlled, or unauthorized items or substances and/or alcohol. I authorize the physician, nurse, or laboratory technician who conducts the urinalyses, breath, or other tests conducted pursuant to this policy to release the results of my test to Goodwill Houston for the purpose of determining whether I am in violation of the Goodwill Houston's Drug and Alcohol Policy. I Understand that this acknowledgment and release becomes effective on the date it is signed and will continue to be effective unless revoked in writing and delivered to Human Resources.

I release and agree to hold harmless Goodwill Industries of Houston, Inc., its officers, employees, agents, affiliates, and independent contractors, from any liability to me based on any search or drug screening process undertaken pursuant to the policy, the results of the search or process, or actions taken based on those results. This release includes, but is not limited to, liability based on negligence.

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Print Name

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Signature

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Date

**VIII**  
**90 DAY REVIEW PERIOD POLICY**

I understand that this position is on a **90-day review period**.

\_\_\_\_\_

Signature

Date

**IX**  
**TRANSFER POLICY**

I understand that upon acceptance of a position with Goodwill Industries of Houston, I am subject to be transferred to another position/location at any time at the discretion of Goodwill Industries of Houston.

\_\_\_\_\_

Signature

Date

**X**

**ACKNOWLEDGMENT OF RECEIPT OF THE EMPLOYEE HANDBOOK**

I have received a copy of the Goodwill Houston Employee Handbook. I have had the opportunity to review the policies outlined in the Handbook and to ask any questions regarding these policies. I agree to abide by and uphold the policies contained therein.

I understand that Goodwill Houston retains the right to modify, amend or supplement any of the guidelines contained in this Employee Handbook, that Goodwill Houston may interpret such policies in its sole discretion, and that the Goodwill Houston's interpretation of these guidelines is final.

I understand that neither this handbook, nor any other communication by management is intended, in any way, to create a contract of employment, either express or implied. I further understand that my employment relationship with Goodwill Houston is at-will, which means that either the Goodwill Houston or I may terminate my employment at any time with or without reason and with or without notice.

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Employee's Signature

---

Date

# XI PHOTO RELEASE DOCUMENT

I, \_\_\_\_\_, being either of legal age to consent or the legal parent or guardian of \_\_\_\_\_, a minor child (or person unable to consent on his or her own behalf, hereinafter the "Minor") hereby grant to Goodwill Industries® of Houston (Goodwill), the right and permission to use my photograph in all of the following media EXCEPT (please check exceptions):

- |  |  |  |  |
|--|--|--|--|
| <input type="checkbox"/> www.goodwillhouston.org               | <input type="checkbox"/> eNewsletter         | <input type="checkbox"/> Employee Notes                    | <input type="checkbox"/> Goodwill Gala       |
| <input type="checkbox"/> Moreton Achievement Awards Billboards | <input type="checkbox"/> Golf Classic        | <input type="checkbox"/> Trucks and trailers Annual Report | <input type="checkbox"/> Posters             |
| <input type="checkbox"/> Facebook                              | <input type="checkbox"/> General Advertising | <input type="checkbox"/> YouTube                           | <input type="checkbox"/> Fact Sheets         |
|  | <input type="checkbox"/> Flickr              |  | <input type="checkbox"/> General Photographs |

The consent shall remain in effect unless I revoke it in writing.

I understand that I may revoke this authorization by submitting a written request to: Communications and Marketing, Goodwill Industries of Houston, 1140 West Loop., Houston, TX 77055. I understand that, if I revoke this authorization, my revocation will not have any effect on actions already taken by Goodwill in reliance on my authorization. I will not disaffirm or disavow this consent and permission on the ground that I was unable to enter a binding contract on the date of execution hereof or any similar grounds whatsoever, or endeavor to recover from Goodwill or any of its member organizations, any sums for being depicted in the above-mentioned media. I understand that the information used or disclosed may be subject to re-disclosure by the person(s) or class of person(s) receiving it and no longer protected by the federal privacy regulations.

By signing below, I certify that I have read and I understand the above Release Form, Authorization and Consent, I have been given the opportunity to have my questions answered, and I have been informed that Goodwill must give me a copy of this document once it is signed if I request a copy.

\_\_\_\_\_  
Signature of Consenting Adult

\_\_\_\_\_  
Description of Representative's Authority, if applicable

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

Goodwill Industries of Houston By:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Project/Show

Kym I. King, VP of Public Relations  
\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Date

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