



## PERSONNEL GUIDELINES

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Modified	April 30, 2026 December 9, 2021
Due for Review	2026

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### **EMPLOYMENT INFORMATION**

#### **Nature of Employment**

All employees of the Grand Traverse Regional Community Foundation (GTRCF) are employed on an at-will basis. Any employee who wishes to do so may terminate their employment at any time, with or without notice, and with or without cause. Similarly, GTRCF may terminate the employment of any employee at any time, also with or without notice and with or without cause. No one other than the Board of Directors has the authority to change the at-will relationship, and the Board can only agree to such a change in writing, signed by the Chair, and directed to the employee. The Board of Directors has the sole discretion of hiring and terminating the President/CEO.

#### **Equal Employment Opportunity**

The Foundation follows an equal opportunity employment policy and employs personnel without regard to race, creed, color, ethnicity, national origin, religion, sex, sexual orientation, gender expression, age, physical or mental ability, pregnancy, veteran status, military obligations, and marital status. This policy applies to hiring, internal promotions, training, opportunities for advancement, and terminations.

#### **Sexual and Other Unlawful Harassment**

GTRCF is committed to a work environment in which all individuals are treated with respect and dignity and that all relationships among persons in the workplace will be business-like, professional and free of bias, prejudice and harassment. GTRCF prohibits harassment of its employees based on any characteristic protected by federal, state or local law.

GTRCF specifically prohibits sexual harassment. Sexual harassment includes a range of subtle and not so subtle behaviors and may involve individuals of the same or different gender. Depending on the circumstances, these behaviors may include, but are not limited to: unwanted sexual advances or requests for sexual favors; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess or sexual deficiencies; leering, catcalls or touching; insulting or obscene comments or gestures; display or circulation in the workplace of sexually suggestive objects or pictures (including through e-mail); and other physical, verbal or visual conduct of a sexual nature. Any employee found to have violated this provision of the Guidelines will be subject to disciplinary action, up to and including termination.

### **Retaliation Is Prohibited**

GTRCF also prohibits retaliation against any individual who reports discrimination or harassment or participates in an investigation of such reports. Retaliation against an individual for reporting harassment or discrimination or for participating in an investigation of a claim of harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action, including but not limited to immediate termination.

### **Complaint Procedure**

GTRCF strongly urges the reporting of all incidents of discrimination, harassment or retaliation, regardless of the offender's identity or position. Individuals who believe they have experienced conduct that they believe is contrary to GTRCF's policy or who have concerns about such matters should file their complaints with the President/CEO or any officer of the Board of Directors.

### **Work Place Violence**

The Community Foundation has a "zero tolerance" policy towards serious threats or acts of physical abuse, verbal abuse or any other form of violence including physical and verbal intimidation.

### **Bonding Requirement**

GTRCF carries a "fidelity bond" insurance policy that covers all employees in accordance with the terms of the plan. This is insurance that protects the organization from employee-dishonesty resulting in losses of GTRCF monies, securities, and other property. Should an employee perform any act or have a credit or criminal history which renders them not bondable, termination of employment will be necessary.

### **Working with Youth/Volunteers**

GTRCF maintains a separate policy for working with youth and volunteers, entitled Youth Advisory Council Policy and Volunteer Guidelines. All employees shall comply with this policy as applicable.

### **Conflicts of Interest**

Employees of GTRCF have a responsibility for fidelity and fairness to the organization. A conflict of interest exists when an employee's personal and professional interests conflict. They may not engage in activities that conflict with or violate this responsibility. Employees also have a duty to avoid creating the appearance of a conflict of interest. A signed Conflict of Interest Policy Statement must be updated, signed annually, and maintained on file.

### **Participation in Political Matters**

GTRCF employees are, when acting as private citizens, free to engage in political affairs, including participation in election campaigns. Such participation must be on their own time and with their own resources and facilities. All employment activities, however, must be carried out in a manner that maintains public confidence in GTRCF as an independent non-partisan organization dedicated exclusively to charitable and educational purposes.

### **Privacy of Social Security Numbers**

It is the policy of GTRCF to protect the confidentiality of social security numbers obtained in the ordinary course of business from employees, customers, vendors, contractors, or others. No person shall knowingly obtain, store, transfer, use, disclose, or dispose of a social security number that GTRCF obtains or possesses except in accordance with the Social Security Number Privacy Act and this policy. Social security numbers obtained in the ordinary course of business must be held confidential to the extent practical and will be maintained in a secure location. Access to social

security numbers will generally be limited to those with a legitimate business “need to know.” Any employee accessing the social security number of another individual without the express authorization of management will be subject to disciplinary action, up to and including termination. Any documents that are to be disposed of which contain social security numbers of employees or any other individual must be shredded.

### **Foundation proprietary and confidentiality standards**

The computer system is the property of GTRCF and may only be used in the performance of employees’ jobs. Occasional, limited, appropriate personal use of the computer and phone system is permitted if the use does not (1) interfere with the user’s work performance; (2) interfere with any other user’s work performance; (3) have undue impact on the operation of the computer system; or (4) violate any other provision of this policy or any other policy, guideline, or standard of GTRCF. At all times, users have the responsibility to use computer and phone resources in a professional, ethical, and lawful manner. This includes keeping confidential such donor partner data as; names, addresses, and contribution amounts. A signed Confidentiality Agreement will be updated annually and kept on file.

### **Confidential Business Information**

During their employment with GTRCF, employees may become aware of Confidential Business Information. For purposes of this policy, “Confidential Business Information” means the trade secrets and similarly protected proprietary and confidential information about GTRCF business that is generally unavailable to the public, including, but not limited to: donor partner information, grant application information (including financial information submitted by applicants); grant analysis, review, and determination information; financial records; Committee information; property valuations and transaction details.

Protection of this confidential information is vital to the reputation and the success of GTRCF. All Confidential Business Information that GTRCF employees receive in the course of employment, including such information received from co-workers, donor partners, grant applicants, board members, and board committees, is to be held by the employees in the strictest of confidence, unless a matter of public record or specified otherwise by the President/CEO. This restriction applies to all GTRCF employees during their employment and any time after the termination of their employment with GTRCF.

Employees who improperly use or disclose Confidential Business Information will be subject to termination of employment, even if they do not actually benefit from the disclosed information. Upon termination of employment, an employee may not remove any Confidential Business Information from GTRCF offices and must return any Confidential Business Information in their possession.

### **Disability Accommodation**

GTRCF prohibits discrimination and does not discriminate against a qualified employee or applicant with a disability who is able to perform the essential functions of their job, with or without reasonable accommodation. Further, GTRCF will not discriminate against any qualified employees or applicants because they are related to or associated with a person with a disability.

An employee requiring reasonable accommodation must notify their supervisor as soon as the need for accommodation becomes known. Under state law, an employee must notify the employer in writing of the need for accommodation within 182 days of when the employee knew or reasonably

should have known that accommodation was needed. GTRCF will engage in the interactive process with the employee in good faith to determine what, if any, reasonable accommodation would allow the employee to perform the essential functions of their job. Documentation from a medical provider may be necessary to verify a disability or to assist in developing reasonable accommodation. GTRCF will reasonably accommodate the disabilities of qualified applicants or employees, unless a direct threat to the safety of the employee or others will result or it would cause an undue hardship. Upon request, job applications are available in alternative, accessible formats, to assist in completing the application. GTRCF is committed to taking all other actions necessary to ensure equal employment opportunities for persons with disabilities in accordance with all applicable federal and state laws.

## **EMPLOYMENT STATUS & RECORDS**

### **Employment Categories**

It is the intent of GTRCF to clarify the definitions of employment categories so that employees understand their employment classification and benefit eligibility. These classifications do not guarantee employment for any specified period of time.

#### *Exempt or Non-Exempt*

Each employee is designated as either Exempt or Non-Exempt:

- *Exempt* – Exempt employees include those who are not subject to the overtime provisions defined by the Fair Labor Standards Act (FLSA) and state wage and hour laws. Exempt employees are generally paid on a salary basis and are expected to work the number of hours required to meet the requirements for their position each week, which may be more or less than forty (40) hours depending on business needs.
- *Non-Exempt* – Non-exempt employees are subject to the overtime provisions of the FLSA and state wage and hour laws. Non-exempt employees are paid by the hour and receive overtime at a rate of one and a half times their regular rate of pay for hours worked more than forty (40) per week.

#### *Full-time, part-time & temporary*

Additionally, each employee will belong to one other employment category:

- *Full-Time* – Full-time employees are regularly scheduled to work 37.5 hours per week and must work a minimum of 30 hours per week. Full-time employees may participate in GTRCF benefit programs upon meeting the various eligibility requirements.
- *Part-Time* – Part-time employees are regularly scheduled to work fewer than 30 hours per week. Part-time employees are generally not eligible for employee benefits, unless otherwise specified by the President/CEO.
- *Temporary* – Temporary employees may be hired on a project-related basis (i.e. during peak workloads or during an extended leave of a permanent employee), not to exceed a period of six (6) months. They may work a full-time or part-time schedule and, like all employees, are in an at-will employment relationship during their temporary assignment. Temporary

employees are not eligible for employee benefits, unless otherwise specified in this handbook.

### **Employment Records**

GTRCF maintains employment personnel files for all employees. All records are confidential. Employees may review their personnel file by making an appointment with the President/CEO.

It is the employee's responsibility to notify GTRCF if there is any change in the following:

- Home address or phone number;
- Marital status;
- Legal name changes;
- Beneficiary changes;
- Changes in dependents; and
- Changes to emergency contact information.

### **Hybrid Work Approach**

The Foundation is focused on creating and supporting a team culture that focuses on employees achieving their annual objectives and delivering commitments made individually and collectively. To support this culture, the Foundation offers a hybrid work approach that includes and values the benefits of both in-person and remote-work time.

In-person work is an essential part of our approach to support a highly collaborative team culture, strong staff affinity, and an interdependence of our staff members that is enhanced when employees work alongside one another, in-person on a regular basis.

Remote work is offered to provide flexibility for employees, support an optimal work-life balance, and promote the Foundation as a great place to work.

#### *Hours, Days of Work, and Remote Work:*

- The typical work schedule is 37.5 hours per week, Monday through Friday. The typical work day is 7.5 hours, 8:30 a.m. to 5 p.m. with a 1 hour unpaid lunch.
- The office will normally be open to the public Monday through Thursday from 9 a.m. to 5 p.m. and by appointment on Fridays.
- Employees will work in-person on Tuesday and Thursday with the option for remote work days Monday, Wednesday, and Friday. Exceptions to this schedule will be considered as noted below.

#### *Remote Work*

The Foundation offers its employees the opportunity to work remotely as a portion of their regular schedule. Employees may work remotely, occasionally or regularly, depending on a number of factors including an employee's role and responsibilities and the overall business needs of the Foundation. The Foundation may ask that an employee be present in the office at any time (regardless of scheduled remote work time) or deny a request to work remotely based on business needs, employee performance, or viability of doing the work from home.

For employees that are working remotely, the employee and their supervisor will mutually determine expected hours of work, manner and frequency of communication, acceptable devices to be used for work, and method of access to the Foundation's computer programs and files.

While working remotely, employees will be expected to:

- Maintain equivalent availability as would be expected during in-person work, including responding to both internal and external communication within a reasonable time during the agreed-upon work schedule. Office phone extensions will be forwarded to employee cell phone during remote work hours (note: this does not provide your cell phone number to a caller but forwards to your cell the same way a call would be directed to your extension).
- Be available for meetings and events deemed necessary by management
- Update their calendar to indicate remote status and/or adjusted hours of availability
- Save all work to the shared network
- Ensure the protection of proprietary and confidential organization information accessible from their home office

All organizational policies will apply to employees working remotely including confidentiality, time reporting, overtime, worker's compensation, leave policies, etc.

*Other Notes about Remote/In-Person Work:*

- When an employee is working remotely it is anticipated that the employee's home, or other agreed upon remote location, will be the primary location of work. Likewise, when an employee is working in the office, it is anticipated that the Foundation office will be the primary location of work. In both instances, the Foundation recognizes that some employees' roles and responsibilities necessitate meetings or other events that take place within the community, and those may occur on both remote work or in-office work days.
- A regular schedule will be established to ensure adequate staffing of the office each day and to ensure clarity of which members of the team are scheduled for in-person and remote work each day. This schedule is expected to be maintained on a regular basis. Exceptions to this schedule will be considered and subject to approval of the supervisor and communicated with the full staff. Examples of these exceptions may include, but aren't limited to:
  - Employees may request to work remotely for an extended period of time (i.e. a week or longer) and/or in a location other than their home; approval of these request will consider factors including the employee's role and responsibilities and overall business needs during the time period of the request.
  - Employees may request a remote work day when circumstance requires them to be home on a day planned to work in-person. This may include, for example, inclement weather, need to care for a sick child, work or delivery scheduled at their home, etc. In these cases, employees will make their request with as much advance notice as possible.

## **EMPLOYEE BENEFITS**

### **Overtime and Employee Compensation**

- All overtime (working 40 hours or more per week) for hourly employees must be approved in advance by the employee's supervisor.
- Overtime will be compensated at 1.5 times the regular hourly rate.
- Each hourly employee is to keep a written record of time worked on a weekly basis and submit any overtime in writing weekly.

- Employees will only be paid for "mandatory" training time that falls on non-workdays and employees will submit a "proposed budget" for all training expenses, along with the request to attend.

**Paid Time Off**

Paid time off generally includes (with additional detail following):

- 12 paid holidays for full-time employees including the option for two floating holidays to be used in lieu of a named holiday
- Three weeks (15 days) of paid vacation annually
- Two weeks (10 days) of sick time annually
- Paid time off on Friday afternoons from Memorial through Labor Day

**Holidays**

The Community Foundation recognizes 12 paid holidays for full-time employees. This benefit is available to part-time employees when a paid holiday falls on their regularly scheduled workdays.

December 31 ( <i>New Year's Eve</i> )	July 4 ( <i>Independence Day</i> )	Friday after Thanksgiving
January 1 ( <i>New Year's Day</i> )	Labor Day	December 24 ( <i>Christmas Eve</i> )
Martin Luther King, Jr. Day	Indigenous Peoples' Day	December 25 ( <i>Christmas</i> )
Memorial Day	Thanksgiving	Employee Birthday

Employees may substitute two (2) floating holidays to be used in lieu of any of the above-named holidays. This option can be used, for example, to observe other holidays not named, including other religious or cultural holidays the employee wishes to observe. Employees will notify their supervisor at least one month in advance of their planned use of a floating holiday.

If an employee desires time off to observe a religious holiday not listed above and beyond the floating holiday benefit, such time off will be considered by the employee's supervisor and may be granted by using vacation hours, substituting another holiday, or as unpaid time off.

The annual calendar for holidays will generally be determined and set in Q4 of the preceding year.

**Vacation**

- President/CEO - as negotiated with the Board of Directors.
- Full-time employees – hours accrued monthly
  - 15 days (112.5 hours) – 1st through 10th year
  - 20 days (150 hours) – after 10 years

Vacation requests will be submitted through the BASIC Payroll System and approved by the employee's supervisor.

Available vacation hours of up to 10 days (75 hours) can be carried forward to the following calendar year.

Available vacation hours of up to 10 days (75 hours) may be paid upon termination of employment. An employee leaving GTRCF without notice will not receive pay in lieu of any vacation accrued to the termination date.

### **Sick Leave**

- Full-time employees 10 days (75 hours) annually
- An additional 37.5 hours may be compensated with written evidence of medical treatment or disability during the time period absent from work.
- Unused sick time will not be carried forward to the following calendar year and will not be paid upon termination of employment.

### **Leaves of Absence**

- **Parent Leave**

GTRCF recognizes the need for time off related to childbirth or adoption. To support this need, GTRCF offers Parent Leave to all full-time employees, who have been continuously employed with GTRCF for at least one (1) year. Employees may take Parent Leave for up to a total of 12 weeks. Parent Leave may begin before the birth or adoption of a new child, which will mark the start of the 12-week period.

GTRCF offers 300 hours of employer paid leave. In addition, employees may use available vacation or sick leave and Short-Term Disability benefits.

Once an employee returns from Parent Leave, it is anticipated there will be an 8-week waiting period before the employee utilizes remaining available vacation leave. Exceptions to this are subject to the approval of the employee's supervisor.

- **Bereavement Leave**

Bereavement leave is granted so an employee need not have the shock of a death in the immediate family compounded by a loss in pay. GTRCF will allow full-time employees up to five (5) days of leave at their regular rate of compensation for an absence from work due to the death of a spouse or child, and up to three (3) days of leave due to the death of a brother, sister, parent, or spouse's parent.

In addition, with prior approval of their supervisor, employees may be allowed a maximum of four (4) hours' pay to attend the funeral of other relatives or friends. An employee will not be paid bereavement leave benefits while absent from work during approved paid vacation, holiday, or personal and sick time. Bereavement leave is not considered time worked for purposes of calculating overtime.

- **Unpaid Leaves of Absence**

Unpaid leaves of absence may be granted to full-time employees who have worked for GTRCF for at least one (1) year to enable them to obtain job-related education, respond to family needs, or to perform special outside assignments. Leave may be requested in the form of a reduced work schedule that temporarily reduces the number of hours worked.

Employee benefits, except vacation accrual and pay, will be continued for up to 90 days for any such leave granted. GTRCF will review and act in its sole discretion on a request for leave of absence on an individual basis and in consideration of the effect the absence will

have on the organization to carry out its responsibilities, the employee's position, and length of service.

An employee starting a leave of absence of one (1) month or more may use accrued vacation leave and personal and sick leave, concurrently with the leave of absence.

### **Jury Duty**

Employees who are summoned for jury duty must notify their supervisor as soon as possible. All employees who are summoned and report for jury duty shall be paid by GTRCF for the time spent performing jury duty, provided that the employee would have otherwise been regularly scheduled to work on the days of jury service.

The amount paid for such jury service shall be equal to the difference between the amount of wages that the employee would otherwise have earned by working for GTRCF on that day and the daily jury duty fee paid by the court (not to include travel allowances or reimbursement of expenses). In order to receive payment for jury service, the employee must give GTRCF advance notice that they have been summoned for jury duty and must furnish satisfactory evidence that they actually reported for or performed jury duty on the days for which such payment is claimed.

Employees are to report and work their regular work schedules when not required to be at the courthouse, as long as the number of hours worked, when added to the number of hours the person spends on jury duty that day, does not exceed the number of hours the employee would otherwise have been scheduled to work that day. Employees must submit court documentation outlining jury responsibilities, requirements, pay and/or fees to the President/CEO. Leave for jury duty is not considered time worked for purposes of calculating overtime.

### **Paid Volunteer Time**

GTRCF encourages employees to volunteer during normal business hours to serve the community in a way that is important to them personally and that is consistent with the vision, mission, and values of GTRCF. An employee wishing to participate in volunteer work will coordinate with their supervisor on scheduling, number of hours, and ensuring the employee is able to volunteer and complete their work.

## **BENEFIT PLANS**

### **Insurance Benefits**

A full-time employee is eligible for Employer selected and offered Health Insurance for themselves, spouses, partners, and dependent children. Employees are responsible for a portion of the monthly premium, which may change from year to year. Employees declining health insurance coverage may be provided with a cash-in-lieu of insurance benefit. The employee must declare in writing as to insurance under another plan.

All Full-time employees are eligible for Employer selected and offered Short-term Disability, Long-term Disability, and Life Insurance during their time of employment.

New employees become eligible for coverage the first day of the month following completion of a 30-day waiting period.

### **Retirement Benefits**

An employer selected 403 Defined Contribution Retirement Plan is offered to all employees working 20 hours or more per week. A 403(b) is a tax deferred retirement plan available to employees of educational institutions and certain nonprofit organizations as determined by section 501(c)(3) of the Internal Revenue Code. Contributions and investment earnings in a 403(b) grow tax deferred until withdrawal (assumed to be retirement), at which time they are taxed as ordinary income.

GTRCF pays an employer contribution in the amount of 8 percent of an employee's salary into the plan. The employee may contribute an additional elected deferral amount, withheld from payroll, subject to Internal Revenue Code limits and provisions.

A copy of the plan document will be made available to the employee upon request.

### **Flexible Spending Plan (BASIC)**

An employer selected Flexible Spending Account Plan is offered to all employees. A flexible spending arrangement (FSA) is a form of cafeteria plan benefit under regulations of section 125 of the Internal Revenue Code. It provides participants an opportunity to receive certain benefits on a pretax basis. Funded by salary reduction (withholding), the plan reimburses employees for expenses incurred for certain qualified benefits. The employer FSA offers reimbursement for dependent care assistance and medical care as well as pre-tax insurance premium payments. The benefits are subject to an annual maximum and are subject to an annual "use-or-lose" rule.

A copy of the plan document will be made available to the employee upon request.

### **Work Related Expenses**

Employees will be reimbursed for work required travel expense at the IRS allowable rate per mile for use of their personal vehicle on approved Foundation business. This expense and any other approved out-of-pocket costs supported by a receipt will be submitted generally three to five business days following the close of a month and paid at the next opportunity when checks are written.

### **Education and Professional Development**

GTRCF supports employees who wish to enhance their professional development and job-related skills through related external education programs and conferences. GTRCF covers the costs of outside training and conferences based on organizational benefit and annual budget and at the discretion of the President/CEO. All education, trainings and conferences require the approval of the President/CEO and are subject to change based on budgetary constraints.

### **EMPLOYEE EVALUATION**

The President/CEO will be evaluated annually by the Board's Administrative Review Committee. All employees will be evaluated annually for job performance, progress toward goals, contribution toward organizational goals, attendance, and alignment with organizational values by their supervisor. At least annually, employees will receive a salary review.

**AUTHORITY**

The President/CEO along with the Board’s Administrative Review Committee will be the final authority in interpreting these personnel guidelines.

The President/CEO has authority to make all hiring and termination decisions and with the Board’s Administrative Review Committee, to amend or extend these personnel guidelines from time to time.

If an employee feels there has been a gross misinterpretation of these guidelines or of current employment law, a written complaint with all relevant detail must be submitted to the President/CEO within three (3) days of any incident giving rise to the complaint and may include a written request to refer it to the Board Officers.

*These Personnel Guidelines do not constitute a contract between the Employer and Employee and may be changed from time to time at the Employer’s sole discretion.*

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I have read these guidelines and understand them.

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

Signature \_\_\_\_\_

Date \_\_\_\_\_