



GALLERY ROUTE ONE

EMPLOYEE HANDBOOK

APRIL 13, 2022

*To originate and present contemporary art exhibitions,
educational programs and community outreach
in order to inspire people to experience the world in new ways.*

ACKNOWLEDGMENT OF RECEIPT

I have read and understand the policies and procedures stated in the GRO Employee Handbook. I understand that compliance with the policies and procedures set forth in this Handbook does not infer a contract of employment with GRO for any particular length of time. I also acknowledge and agree that my employment is at-will and that either part may terminate the employment relationship at any time, with or without notice and with or without cause.

I understand that the policies and procedures in the Handbook, except provisions concerning at-will employment, are subject to change at any time without advance notice to employees; however, I understand all amendments will be posted or otherwise made available to employees. I understand that changes in the at-will employment relationship will be made only in writing and signed by a partner of GRO and myself.

I understand I may retain this copy of the Handbook in my possession only while GRO employs me, or until requested to return it. I will not reveal the contents of this Handbook to anybody outside GRO without the express, written permission of GRO.

Printed Name: _____

Signature: _____ Date: _____

GALLERY ROUTE ONE
a non-profit art organization

11101 Highway One, Point Reyes Station, CA 94956 | PO Box 937
415.663.1347 | www.galleryrouteone.org | 501(c)(3) non-profit organization

Introduction.....	4
Hiring and Employment Procedure.....	5
Hours of Work, Overtime, and Attendance	9
Employee Benefits and Leaves.....	10
Rules of Conduct.....	18
Whistle Blower Policy.....	22
Grievance Procedure	23
Termination of Employment	24
Acknowledgment of Receipt.....	25

PURPOSE OF THE EMPLOYEE HANDBOOK

This Handbook is designed solely as a guideline for administering the personnel policies of GRO. The policies and procedures herein have been established by the GRO to meet its goal to treat employees in a fair, equitable and respectful manner; to avoid misunderstanding about conditions of employment and to assure, as possible, working conditions that are consistent with generally good personnel practices. GRO expects employees to perform with the dedication, skill, and drive necessary to achieve the mission of Organization.

This Handbook is not intended to create a contract of employment or continued employment, either express or implied, for any particular length of time. It is GRO's policy that your employment is "at-will" and shall continue only so long as it is mutually agreeable to you and GRO. In other words, either you or GRO can terminate the employment relationship at any time for any reason, with or without cause, by giving two weeks' notice to the other party. However, GRO is not required to give you notice of termination if you are terminated for cause. The "at-will" term of employment is not subject to change or modification of any kind, except if in writing and signed by the President of the Board of Directors; provided, however, that a change or modification shall not alter GRO's "at-will" employment policy unless amended.

DISTRIBUTION AND APPLICATION

This Handbook applies to all employees of GRO. Copies will be made available to all employees after their employment. If you have any questions concerning the Handbook, please discuss them with the Executive Director.

AMENDMENTS

GRO is solely responsible for adopting personnel policies that are reflected in this Handbook. Furthermore, GRO reserves the right to change any personnel policy or procedure in this Handbook at any time without advance notice to the employees. All amendments shall be posted or otherwise made available to employees. The at-will employment provisions are not subject to change or modification of any kind, except if in writing and signed by the employee and President of the Board of Directors. If you have suggestions for amendments to the Handbook, send your proposed suggestions in writing to the Executive Director.

IMPLEMENTATION OF PERSONNEL POLICIES

The Executive Director and Board of Directors have the responsibility to implement the personnel policies and procedures contained in this Handbook.

HIRING AND EMPLOYMENT PROCEDURES

EQUAL EMPLOYMENT OPPORTUNITY

GRO intends that there be no discrimination or harassment on the basis of race, color, creed, religion, age, sex, sexual orientation, actual gender and the perception of gender through a person's identity, appearance or behavior, marital status, national origin, ancestry, physical or mental disability, veteran's status, gender preference or perceived preference or cancer-related medical condition in recruitment, selection, training, assignment, rate of pay or other compensation, termination or any other personnel action.

POLICY AGAINST SEXUAL HARASSMENT

It is GRO's policy that there be no harassment of any employee on account of an employee's sex. In furtherance of this policy, GRO does not condone and shall not permit sexual harassment of any employee. You are expected to abide by this policy.

DEFINITION OF SEXUAL HARASSMENT

Sexual harassment refers to behavior of a sexual nature that is unwelcome and personally offensive to its recipients. Sexual harassment can occur between co-workers, supervisors, other managers, customers or outside vendors. It can include verbal behavior such as unwanted sexual comments, suggestions, jokes or pressure for sexual favors; non-verbal behavior such as suggestive looks or leering; and physical behavior such as pats and squeezes or repeatedly brushing against someone's body. Although it is impossible to list all of the objectionable behaviors that can constitute sexual harassment, some specific examples or inappropriate behavior include:

- Negative or offensive comments, jokes or suggestions about another person's gender or sexuality
- Obscene or lewd sexual comments, jokes, suggestions or innuendoes
- Touching, patting, grabbing, brushing against or poking another person's body, impeding or blocking an employee's movement or otherwise interfering normal work or movement
- Slang names or labels such as "honey", "sweetie", "boy" or "girl" that others find offensive
- Talking about or calling attention to any person's body or sexual characteristics in a negative or embarrassing way
- Laughing at, ignoring or not taking seriously a person who experiences sexual harassment
- Blaming the victims of sexual harassment for causing the problems
- Continuing certain behavior after an employee has objected to that behavior, such as continuing to request dates, trying to touch or kiss someone or making suggestive comments about clothing
- Displaying nude or sexual pictures, cartoons or calendars on GRO's property or at a GRO function

- Hazing or initiation that involves a sexual component or requiring an employee to wear sexually suggestive clothing
- Foul language, sexually oriented propositions, jokes or remarks or obscene gestures may be considered offensive to an employee and, thus, should not occur.

COMPLAINT PROCEDURE

Should an instance of inappropriate behavior occur, it is your responsibility to bring it to the attention of management whether you think that you are the recipient of sexual harassment or believe that you have witnessed another employee being harassed. If you believe that you are being sexually harassed, take action immediately by:

- Identifying the offensive behavior to the harasser and requesting it stop, and
- Discussing your concern immediately with the Executive Director.

However, if the Executive Director is unavailable or you think that it would be inappropriate to contact her, you should immediately contact the

President of the Board of Directors. If you become aware of any possible sexual harassment, you should immediately advise the Executive Director, who will investigate the matter. GRO will take an affirmative role in protecting you from sexual harassment. All complaints of sexual harassment will be investigated in as discreet and confidential a fashion as possible. No person will be adversely affected in employment with GRO as a result of bringing complaints of sexual harassment.

DISCIPLINARY ACTION

Complaints and cases of sexual harassment will be dealt with promptly. An employee, independent contractor, client or vendor who sexually harasses an employee will be subjected to appropriate action by GRO and/or a court of law. If the investigation shows that the accused harasser did engage in harassment, GRO will take appropriate action, which may result, for employees, in a negative employee action, such as suspension or termination.

EMPLOYMENT STATUS

LEGAL RIGHT TO WORK IN THE UNITED STATES

In accordance with federal law, each prospective employee is required to provide documents verifying the employee's identity and authorization to be legally employed in the United States. In addition, the prospective employee is required to sign a verification attesting that the employee is legally employable in the United States. Providing false documentation or making false statements on the verification is grounds for immediate discharge.

PERSONNEL FILE AND PAYROLL RECORDS

GRO shall maintain work history record and payroll records for you. On request, you will be given access to your personnel files at reasonable times and at reasonable intervals. On request, you will be given copies of materials in your personnel file that you have signed. You may inspect your payroll

records within 21 calendar days of the day you submit a written or oral request to inspect and/or copy your payroll records. A reasonable charge may be made for any such copies.

Since personnel files contain personal information, access to personnel files is restricted to the Executive Director and the President of the Board of Directors. GRO will refuse to release personnel information to third parties unless there is reasonable protection of your privacy, you have given written authorization or the record is required by legal process. If GRO is served with a subpoena or other legal process, it will generally give you notice of the subpoena.

STATUS: FULL TIME OR PART TIME

You attain regular status on your date of hire unless you are hired for a temporary position or if you are a full time student. Unless otherwise specified in this Handbook, use of the terms "full-time" and "part-time" in this Handbook refers to regular employees only. You are a full-time employee if you are a regular employee who is scheduled to work at least 150 hours per month. You are a part-time employee if you are a regular employee who is scheduled to work less than 150 hours per month, but are employed on a regularly scheduled basis.

EXEMPT AND NON-EXEMPT EMPLOYEES

You are an "exempt employee" if you are a regular employee in an executive, administrative or professional position and your pay is determined on the basis of a prearranged monthly salary. You are not eligible for overtime pay if you are an exempt employee. You are a "nonexempt employee" if you are a regular employee and you do not meet the requirements for exempt status. You are eligible for overtime pay if you are a nonexempt employee. Your immediate supervisor will inform you about whether you are an exempt or nonexempt employee.

TEMPORARY EMPLOYEES

You are a "temporary employee" if you are a full time student or are hired to work on a temporary, limited-term basis for either a specified or unspecified period of time. A temporary employee can be either one who replaces an absent regular employee or is hired for a special assignment. A temporary employee is not a regular employee and is not eligible for GRO benefits.

WAGE AND SALARY POLICIES

SALARIES AND LEVEL OF PAY

It is the policy of GRO to pay salaries that are competitive with those paid for comparable positions in similar non-profit organizations. Salaries for approved positions at GRO are established by the Board of Directors, and are reviewed for increase annually in conjunction with each fiscal year's budget approval. Increases, if approved, are based on consideration of employee performance, cost-of-living changes, and are a factor of continued adequate funding of the GRO. In order to ensure that compensation is fair and reasonable, the Executive Director's salary shall be

evaluated annually when the projected budget for the next fiscal year is prepared. The GRO Finance Committee will review the annual Center for Nonprofit Management Compensation and Benefits Survey for Northern California Nonprofit Organizations to determine appropriate, reasonable compensation. The Committee will make a recommendation to the Board of Directors as to salary level. The Board of Directors will review and take action on the Finance Committee recommendation. A memorandum documenting the process, review, and action will be signed by an officer of the Board of Directors, and placed in the GRO personnel file. Paychecks are issued by Gallery Route One's payroll company on the first day of the month.

DEDUCTIONS FROM YOUR PAYCHECK

GRO is required by law to make certain deductions from your paycheck each time one is prepared. Among the required deductions are your federal and state withholding taxes, local income taxes, State Disability Insurance and your Social Security and Medicare contributions. These deductions are itemized on your check stub. The amount of the California and federal deductions will depend on your gross pay and on the information you furnish GRO on your Form W-4 each year stating the number of dependents and exemptions you claim. Any change in name, address, telephone number, marital status or number of exemptions must be reported to the Executive Director as soon as you know about a change to ensure proper credit for tax purposes. The Form W-2 you receive each January will indicate the total amounts deducted for each of these purposes. Any other mandatory deductions made from your paycheck, such as court-ordered garnishments, will be explained to you, if GRO is ordered to make such deductions.

PERFORMANCE EVALUATIONS

Performance Reviews provide the employee with a periodic update on her/his level of performance, measure contributions to the organization, can provide a basis for considering salary change, and assist the employee in recognizing areas for improvement. GRO conducts a formal review after you have been employed for six months and thereafter on an annual basis. GRO may do a formal evaluation more often, and a review of your work could be conducted if you are being considered for a promotion or a change in duties and responsibilities. During formal performance reviews, your performance will be based on the following:

The main reason for performance reviews is to identify your strengths and weaknesses in order to reinforce your good habits and develop ways to improve in your weaker areas. This review also serves to make you aware of and to document your job performance and the meeting of goals set for you. Annual performance reviews will be scheduled at least once each year, or at an alternate date as determined by the Board. The performance of the Executive Director will be evaluated by the Board of Directors; all other employees will be evaluated by the Executive Director with input from the board. The actual review session for the Executive Director will be conducted by the Human Resource Committee after having received evaluations from each Board member and significant staff.

HOURS OF WORK, OVERTIME, AND ATTENDANCE

WORK SCHEDULES

Schedules

All staff members are expected to be on time and ready for work at the beginning of their workday.

Schedule Changes

You are expected to work as assigned when GRO finds it necessary to revise your regular work schedule to meet the needs of GRO. Your standard work week and work day will be specified by the Executive Director.

Work Breaks

If you are a nonexempt employee, you will generally have a one-hour meal break each full shift and a 10-minute relief break after every 4 hours you work. Relief breaks include any time you spend on personal affairs (including but not limited to, personal telephone calls, chatting with co-workers, snacks, working on personal correspondence or bills) during the workday, other than lunch. Lunch breaks and relief breaks may be combined with written permission as given by the Executive Director. You are not paid for your lunch break. In appropriate circumstances, you may be required to work through your meal period or relief break.

Overtime

From time to time, you may be required to work overtime. However, you are not to work overtime unless you are authorized to do so by the Executive Director or in advance of the time worked. If you are a nonexempt employee, you are eligible for overtime pay at time and one half your regular rate of pay for:

- All hours worked in excess of eight hours up to and including 12 hours in a workday;
- All hours worked in excess of 40 hours in a workweek; and for
- The first eight hours worked on the seventh day of work, unless you work part-time and worked less than 30 hours in the preceding week and less than 6 hours in any one workday.

If you are a nonexempt employee, you are eligible for overtime pay at double your regular rate of pay for:

- a. All hours worked in excess of 12 hours in one workday; and for
- b. All hours worked in excess of eight hours on the seventh day of work in any workweek.

If you are an exempt employee, you are not eligible for overtime pay.

Time Records

All staff members must complete a time sheet for each pay period.

Non-exempt staff members should record actual hours worked plus all use of paid time off. Exempt staff members need only track use of paid days off.

Hiring Practices

Employment of staff is based at all times upon the general policy that the GRO seeks to employ the person best qualified for each job while it remains dedicated to the principles of Equal Employment Opportunity.

Executive Director

When an opening occurs, the X Committee will manage the hiring process, interview candidates, and make hiring recommendation to the full Board.

Nepotism

Personnel policies of GRO do not prohibit employment of more than one member of a family. However, no employee may vote, make recommendations or in any way participate in decisions about any personnel matter which may directly affect the selection, appointment, retention, compensation, termination, other employment status or interest of a close relative. Close relative is defined as husband, wife, mother, father, son, daughter, sister, brother, domestic partner, and step-relatives or in-laws in the same relationship.

EMPLOYEE BENEFITS AND LEAVES

VACATIONS

Full-Time Employees

If you are a full-time employee, you earn vacation benefits according to length of service at the following rates:

- After 90 days through five full years of service: 10 vacation days per year, accrued at the rate of 6.25 hours per month;
- For the sixth year of service through the ninth year of service:
15 vacation days per year, accrued at the rate of 9.375 hours per month;
- For the tenth year of service and up: 20 vacation days per year, accrued at the rate of 12.5 hours per month

Part-Time Employees

If you are a part-time employee and you work 20 hours a week or more, you earn vacation benefits according to length of service and at a rate proportionate to a full-time position

Accrual of Vacation Leave

You may accrue vacation leave up to a ceiling amount listed in the table below. Once you accumulate the maximum amount determined by your number of years of service, you will cease to accrue hours until the total earned falls below your maximum allowance.

- 90 days after date of hire through 2 years of service: 10 days
- 3 years of service through 9 years of service: 20 days
- 10 years of service and longer: 25 days

We encourage you to take vacation leave each year. As specified in the list above, a limited amount of vacation leave can be carried over each year. However, you will not be paid for vacation in lieu of taking time off, except at termination. At the time of termination, you will be paid for all earned but unused vacation leave at the employee's final rate of pay.

Prior Notification

Employees should schedule vacation time off in conjunction with prior notification of the Board of Directors to allow for adequate coverage of GRO events and programs.

PERSONAL TIME OFF

Full-Time Employees

If you are a full-time employee, you are eligible for paid personal time off of 6 workdays per year.

Part-Time Employees

If you are a part-time employee working 20 hours or more per week, Personal Time Off is calculated at a rate proportionate to a full-time position.

Use of Personal Time Off

Personal Time Off may be used in the event of illness, injury, or necessary medical work for the employee or member of the employee's immediate family (spouse, domestic partner, parent, child), or for other personal reasons. Unused personal time off is not carried over from year to year, nor are employees entitled to pay for unused personal time off. In some cases employees are eligible to receive State Disability Insurance while on sick leave. This may occur if an employee is hospitalized or if the employee has been ill in excess of eight work days. The California Employment Development Department should be contacted for further information in these cases

Holidays

GRO generally will recognize the following days as paid holidays:
New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving and Christmas. However, these holidays may be

cancelled if the office work schedule so requires. All holidays must be taken in the year in which they are granted and may not be carried over into a subsequent calendar year. If you are a temporary employee, you are not eligible for holiday benefits

LEAVES OF ABSENCE

Medical Disability Leaves

The following rules apply to all disabilities. In addition, there are specific rules that apply only to pregnancy disabilities.

- A medical leave may be granted for your personal disability. This leave is not available for family medical emergencies.
- If you are a regular full-time and part-time employee, you may apply for a disability leave of absence if your physician requires you, by written certification, to be off work more than 7 days.
- A disability leave of absence, including a disability leave for pregnancy, shall not exceed four months.

During a disability leave, including pregnancy disability leave, you will not earn vacation or holiday pay. In addition, the duration of the leave is not considered “active service.” Therefore, the period of time you are on disability leave will not be included in your length of service for purposes of determining your salary and benefit credits. You may arrange to pay for your own benefit premiums during the unpaid portion of your leave of absence, since GRO will not pay for these benefits during your unpaid leave. Prior to being granted a disability leave, you must submit a statement from your physician stating (1) that you are disabled and (2) the length of time you are expected to be disabled. During your disability leave of absence, you will be required to provide additional statements from your physician every four weeks stating that you are still disabled and your expected date of return to work.

GRO reserves the right to require you to be examined by a second physician selected by GRO. If a second exam is required, GRO will pay for it. Before you return to work from a disability leave, you must submit a physician’s statement that releases you to return to work. On completion of your disability leave, other than a pregnancy disability leave,

GRO will make an effort to return you to a suitable position. However, by granting you a leave, GRO does not guarantee that there will be a suitable position available or that you will be reinstated. If a suitable position is not available, you will be terminated effective as of the last day of your disability leave. If you accept other employment during your disability leave or you fail to return to work on the next regularly scheduled workday following the expiration of your disability leave or you fail to cooperate in providing information required by this policy, you will be terminated effective as of the date of the event causing the termination.

Pregnancy Disability Leaves

In addition to the provisions set forth above that cover all disabilities, the following policies

apply to pregnancy disability leaves. These provisions supersede the more general medical disabilities provisions when there is a conflict.

- Pregnancy disability leaves are granted if you are disabled on account of pregnancy, childbirth or related medical condition. This leave is not available for child rearing.
- A pregnancy disability leave of absence shall not exceed four months for each pregnancy. Pregnancy disability leave does not need to be taken in one continuous period of time. The decision regarding when to notify GRO and to take pregnancy disability leave will be determined by you and your doctor; however, you should give GRO reasonable notice of the date the leave will commence and the estimated duration of the leave.
- Prior to being granted a pregnancy disability leave, you must submit a statement from your physician stating (1) that you are disabled and (2) the length of time you are expected to be disabled. During your pregnancy disability leave of absence, you will be required to provide additional statements from your physician every four weeks stating that you are still disabled due to your pregnancy and your expected date of return to work. GRO reserves the right to require you to be examined by a second physician selected by GRO. If a second exam is required, GRO will pay for it.
- Previously earned, unused vacation and Personal Time Off may be used in connection with the pregnancy disability leave. After this has been used, the remainder of your leave shall be unpaid.
- In order to return to work, you must notify GRO of your release to return to work. For pregnancy disability leaves lasting four months or less, Organization will return you to your original job on the date your leave ends, unless the position was eliminated for legitimate business reasons during your leave. If your original job is unavailable, you will be returned to a substantially similar job, if one is available. If a return date was not agreed on or differs from your original agreement with GRO, then GRO will return you within 30 days after you notice GRO that you are ready to return to work.

If your pregnancy disability leave lasts four months or longer, GRO will treat reinstatement in the same manner as it would for employees on medical disability leave.

Personal Leaves of Absence

If you have used all of your accumulated Personal Time Off, you may be granted an unpaid personal leave of absence. GRO will consider requests made by regular employees for a personal leave of absence. Requests for personal leaves of absence must be made in writing and submitted to the Executive Director no later than two months prior to the first day of the proposed leave (unless the proposed leave is because of a family emergency or death in the family) and must designate, to the extent possible, the beginning and ending dates of the proposed leave. GRO may grant the leave depending on the needs of GRO and the merits of the need for leave, such as bereavement leave.

Paid Family Leave (PFL)

You may be entitled to receive up to six weeks of paid leave if you need leave to (1) care for a seriously ill family member or (2) bond with a new child. PFL is funded entirely by your contributions, and PFL contributions have been deducted from your pay every pay period on and after January 1, 2004. Under the PFL regulations, you may take up to six weeks of PFL every 12 months. You do not need to take it all at once. You may take PFL as you need it, but only up to six weeks every 12-month period. It is your responsibility to file a claim form with the Employment Development Department after you have missed 7 days of work due to a seriously ill family member or bonding with a new child. Claim forms for PFL may be obtained by calling 1-877-BE-THERE. If you are receiving benefits under the State Disability Insurance program, you may not receive PFL benefits at the same time. In addition, if you are receiving sick leave wages under GRO's Personal Time Off policies, any potential PFL benefits will be reduced by the sick leave wages you receive from GRO.

Jury and Witness Duty

If you are required to take time off to serve on an inquest jury or trial jury or are subpoenaed to appear as a witness in a legal proceeding, you must give GRO one week's advance notice of the days you expect to be absent. If you report for jury duty and are excused before 3:00 p.m., you are required to report for work for the remainder of the workday, GRO will [not pay you/pay you for your first five days [optional] of jury duty. However, you will not receive salary for any time spent serving as a juror or witness beyond five days, although you may use your Personal Time Off for any days that you are required to serve on a jury in excess of five days.

Voting Time Off

Reasonable time off will be permitted to vote in local, state and federal elections. A maximum of two hours will be given if, due to work schedule and commuting distance, it is impossible for you to vote either before or after your working hours. If you will need time off for voting, you must request the time off in writing at least 14 days prior to the election.

Military Duty Leave

Military leaves of absence will be granted to you, if you are drafted, called to active duty, leave GRO's employment for the purpose of enlisting in active duty or are in the reserves or national guard if your term of duty is for a certain period of time. Duration and reinstatement will comply with federal law. If you are on a military leave of absence, your leave is unpaid unless you elect to use your accrued vacation credits until they are depleted, in which case GRO will pay the difference of your salary and military pay. Once your vacation credit is depleted, the remainder of your leave will be unpaid.

Unpaid Leave for Crime Victims

If you have been a victim of a crime or if you have a relative or domestic partner who has been a victim of crime, you may take time off to attend judicial proceedings related to the crime. You may use (but you are not required to use) your accrued paid time off, personal leave, sick leave or compensatory time off. If you do not use any of your accrued paid time off to attend such judicial proceedings, your time off will be unpaid. You are eligible for this leave if you (1) are personally a victim of a crime or (2) have a spouse, child, stepchild, brother, sister, stepsister, mother, stepmother, father or stepfather who was a victim of a crime or (3) have a registered domestic partner who was a victim of a crime.

Domestic Violence Leave

If you are a victim of domestic violence, you are eligible for unpaid leave. You may request unpaid leave if you are involved in a judicial action, such as obtaining restraining orders or appearing in court to obtain relief to ensure your or your child's health, safety or welfare. You need to provide notice and certification of your need to take leave under this policy. Certification may be provided by any of the following:

- A police report indicating that you were a victim of domestic violence;
- A court order protecting or separating you from the perpetrator of an act of domestic violence or other evidence from a court or prosecuting attorney that you appeared in court; or
- Documentation from a medical professional, domestic violence advocate, health-care provider or counselor that you were undergoing treatment for physical or mental injuries or abuse resulting in victimization from an act of domestic violence.

GRO will, to the extent allowed by law, maintain confidentiality if you request leave under this provision.

Medical Insurance

GRO currently does not provide a stipend towards your personally chosen medical insurance for employees.

Retirement Savings Program

As a tax-exempt, nonprofit 501(c)(3) organization, GRO offers CalSavers, a retirement savings program that is available to such organizations under the Internal Revenue Code 403(b)(7). These programs invest in a broad range of mutual funds. In order to encourage employees to save for retirement, the GRO maintains a SIMPLE retirement plan.

Workers' Compensation

California's Workers' Compensation Law is a no-fault insurance plan that is supervised by the State of California and is entirely paid for by GRO. This law is designed to provide you with

benefits for any work-related injury that you may suffer in connection with your GRO employment. If you are injured at work, you are eligible to apply for Workers' Compensation. If you are injured while performing your job, immediately report your injury to the your supervisor and complete an injury report. Remember to report every injury on the job, no matter how slight. Even a cut finger can be disabling to you if an infection develops. For more information about your Workers' Compensation rights and benefits, please contact the front desk and request a Workers' Compensation brochure.

Unemployment Compensation

If you lose GRO employment because of a layoff or a termination, you may be eligible for unemployment compensation, under certain conditions for a limited period of time. Unemployment compensation provides temporary income for workers who have lost their jobs. To be eligible, you must have earned a certain amount, not be a student and be willing and able to work. You should apply for benefits through your local unemployment office as soon as your employment ends. Remember that, if you are terminated for misconduct or quit voluntarily, you are not eligible for unemployment compensation. For more information about your rights and benefits under California's Unemployment Insurance program, see the paralegal for a copy of the most recent brochure published by California. You will automatically receive a brochure when GRO employment ends.

Lactation Accommodation

Breast feeding mothers who wish to express milk during work hours shall be accommodated by GRO. If you are a non-exempt employees, the lactation time shall run concurrently with your paid rest break. GRO may refuse to accommodate a nursing mother only if its operations would be "seriously disrupted" by providing such breaks. In addition, GRO will make reasonable efforts to provide lactating employees with appropriate space in close proximity to their work area (other than a toilet stall) to express milk in private while at work. This space may include your private office.

Early Return-To-Work Policy

GRO believes employees are our most important assets. We are committed to assisting our injured employees return to work as soon as medically appropriate and to work with the medical community to help our injured employees regain their livelihood and self respect. There are many ways to implement an Early Return To Work program that meets the needs of both GRO and our injured employee. Our focus will be to modify the employee's existing position and/or work schedule temporarily, or to create a position to accommodate the temporary physical restrictions identified by the treating medical provider. If the injury results in permanent restrictions, we will strive to accommodate them in compliance with the Fair Employment and Housing Act (FEHA) and with applicable disability law. For this program to be successful, the injured employee must report all injuries to Executive Director on the same day of the incident. Please advise your treating medical provider of our Early Return To Work Program so he/she is able to help design a temporary transi-

tional duty assignment to allow return to work as soon as possible.

Early Return to Work Manager

GRO's Executive Director will be responsible for managing the Early Return to work program. He/she will act as a liaison for all parties and involved.

Job Descriptions

Job descriptions for all organization positions are on file, and mention specific job tasks and physical requirements of that position

Transitional Jobs

Transitional job duties that provide alternative duties to keep employees productive while in the healing process will be developed by Executive Director, modifying the job held at time of injury along with other forms of alternate duties.

Communication

Information about the Early Return to Work Program will be provided to all employees as part of their job packet. All employees will receive a copy of their job description. The process an employee should follow if injury occurs will be discussed with them. The designated medical provider will be advised of our company's ERTW program.

Health and Safety Plan

GRO maintains an extensive Health and Safety Plan (IIPP) that is reviewed with new employees as part of their job orientation.

History

A history of all on-the-job injuries and illness will be kept on file.

Procedure If Injury Occurs

The injury will be reported immediately to State Compensation Insurance Fund so a claim can be set up and assigned to a claim adjuster as quickly as possible. The injured employee will take a copy of their current job description and physical assessment forms for the medical provider to review. After the appointment, GRO will follow-up with our claim adjuster to determine what functions the employee is physically capable of performing. The Executive Director will decide if the employee's job can be modified or another transitional duty assigned. A copy of the transitional duty assignment will be provided to the claim adjuster. There will be regular communication with the claim adjuster to monitor the status of the injured employee's progress and ensure that the transitional duty assignment is medically appropriate. When the employee returns to work, the goal will be to respect and reinforce medical restrictions, evaluate progress at regular intervals, maintain communication with the claim adjuster, and document all contacts in the claim file.

RULES OF CONDUCT

PROFESSIONAL CONDUCT

Attire and Personal Hygiene

It is expected that employees will maintain a clean and neat appearance and will project a professional and businesslike image in dealing with other employees, clients, volunteers, and the general public. This agency reserves the right to define appropriate standards of appearance for the workplace.

Drug-Free Work Place

All staff members are expected to understand and comply with the following guidelines regarding the use of drugs or alcohol in the workplace:

- We prohibit the unlawful use, possession, distribution, sale, or manufacture of a controlled substance on our premises.
- We prohibit all staff members from being under the influence of drugs or alcohol while on the job.
- Exceptions for medicines are made on a case-by-case basis. Use of prescription drugs must be reported to the Executive Director.
- Failure to follow this drug-free workplace policy may result in disciplinary action including suspension without pay and/or termination.
- If you are convicted of violating any criminal drug statute in the workplace, you are required to notify the Executive Director within five calendar days of conviction.

Workplace Conduct

All staff members are expected to be:

- Careful and conscientious in the performance of their work
- Respectful and considerate of others
- Courteous and helpful, both when dealing with other staff members and with volunteers, supporters, and the general public.

When, in the judgment of GRO, your performance or conduct does not meet our standards, GRO will take appropriate action. In addition, GRO, in its sole business judgment, may decide to layoff, discharge or dismiss you for any reason that GRO deems to be in its business interests. GRO reserves the right to conduct any investigation it deems appropriate. Nothing in this paragraph is to be construed as a modification of GRO's at-will employment policy. You are subject to disciplinary action, up to and including discharge, for inappropriate behavior, failure to follow the rules and procedures, insubordination, unsatisfactory performance or inability to perform effectively in the organization. GRO's action in a particular case will depend on consideration of, among other things, the seriousness of the infraction, your past employment record, the circumstances surrounding the

matter and the needs of our business. It is not possible to list every reason that may cause GRO to take disciplinary action. However, examples of some of the violations that may result in disciplinary action up to and including your discharge appear below.

- Repeated absenteeism or tardiness.
- Misuse of sick leave or personal days.
- Submitting false information on employment application or any company records, including time sheets or time cards, for yourself or any other GRO employee.
- Submitting false information regarding legal status.
- Disclosing confidential firm business or information.
- Failure to submit verification of disability, illness or injury as required by GRO.
- Dishonesty.
- Misuse of GRO property or money.
- Possession of explosives or firearms on GRO's property.
- Using, possessing, buying or selling illegal substances in the workplace.
- Refusal to perform assigned tasks, or the performance of assigned tasks in an insubordinate manner.
- Failure to meet performance standards.
- Sleeping or loafing on the job.
- Physical or verbal harassment (including sexual harassment), or other actions that could result in an intimidating, hostile or offensive work environment.
- Repeated indebtedness with attendant action for garnishment of wages. Garnishment of your wages related to one judgment will not be grounds for discharge.
- Refusal or failure to cooperate in a reasonable investigation by Gallery Route One.
- Failure to comply with safety rules or other GRO procedures, policies or practices.
- Mistreatment or disrespect shown to clients.

Expense Reimbursement

Special expenses incidental to the performance of the job will be reimbursed upon presentation of an expense voucher, which must be approved by the Executive Director. Personal car use will be reimbursed at a rate per mile to be determined annually by the Finance Committee, plus any toll charges and parking fees incurred while away from the employee's regular place of work. In cases where unusual expenses may be incurred (i.e. long distance telephone calls, air travel, hotel accommodations, luncheons, or dinner meeting, etc.) approval for reimbursement of staff expenses must be obtained in advance from the Executive Director. The Executive Director's expenses shall be approved by the Board.

Smoking Policy

Absolutely no smoking is allowed in the organization or on the grounds.

Safety Rules

GRO attempts to provide a safe work place for all employees, to provide complete instructions covering safe working methods, and to make available special equipment required to protect employees against particular hazards. It is the employee's responsibility and obligation to observe safety regulations, to use the safety equipment provided and to practice safety at all times. Also, each employee will receive the GRO's Injury and Illness Prevention Program ("IIPP"). Employees shall not engage in any conduct that jeopardizes the health and safety of any other person at GRO. Neither GRO nor the insurance carrier shall be liable for the payment of Workers' Compensation benefits for injuries that occur during an employee's voluntary participation in any off-duty recreational, social or athletic activity sponsored by the employer. It is the responsibility of each employee to report work-place injuries as soon as possible to the Executive Director.

Agency Confidentiality

Confidential information obtained during or through employment with the organization may not be used by any staff member for any purpose.

Personal Use of Phones

Although occasional personal phone calls are to be expected, please confine your use of the phones to agency business as much as possible.

Use of Communication Systems

Employees should be aware that voice mail and electronic mail messages are not private and are subject to review by the agency in case of an investigation of unlawful activity or violations of agency policy.

Conflict of Interest Policy

GRO is a nonprofit, tax-exempt organization. Maintenance of its tax-exempt status is important both for its continued financial stability and for public support. Therefore, the IRS as well as state regulatory and tax officials view the operations of GRO as a public trust, which is subject to scrutiny by and accountable to such governmental authorities as well as to members of the public. Consequently there exists between GRO and its board, officers, and management employees and the public a fiduciary duty, which carries with it a broad and unbending duty of loyalty and fidelity. Employees have the responsibility of administering the affairs of GRO honestly and prudently, and of exercising their best care, skill, and judgment for the sole benefit of GRO. Employees shall exercise the utmost good faith in all transactions involved in their duties, and they shall not use their positions with GRO or knowledge gained therefrom for their personal benefit. The interests of the organization must be the first priority in all decisions and actions.

Areas In Which Conflict May Arise

Conflicts of interest may arise in the relationship of the employees with any of the following third parties:

- Persons and firms supplying good and services to GRO
- Persons and firms from whom GRO leases property and equipment.
- Persons and firms with whom GRO is dealing or planning to deal in connection with the gift, purchase or sale of real estate, securities, or other property
- Competing organizations
- Agencies, organizations and associations that affect the operations of GRO
- Family members including spouse, parent, sibling, child, or any other relative residing in the same household as the employee.

Nature Of Conflicting Interest

A conflicting interest may be defined as an interest, direct or indirect, with any persons or firms mentioned previously. Such an interest might arise through

- Owning stock or holding debt or other proprietary interests in any third party dealing with GRO
- Holding office, serving on the board participating in management, or being otherwise employed (or formerly employed with any third party dealing with GRO.
- Receiving remuneration for services with respect to individual transactions involving GRO.
- Using GRO's time, personnel, equipment, supplies or good will for other than GRO-approved activities, programs, and purposes.
- Receiving person gifts or loans from third parties dealing or competing with GRO. Receipt of any gift is disapproved except gifts of a value less than \$50 that not be refused without discourtesy. No gifts of money shall ever be accepted.

Interpretation of This Statement of Policy

The fact that one of the interests described does not necessarily mean that a conflict exists, or that the conflict, if it exists, is material enough to be of practical importance, or if material, that upon full disclosure of all relevant facts and circumstances it is necessarily adverse to the interests of GRO.

Disclosure Policy And Procedure

Transactions with parties with whom a conflicting interest exists may be undertaken if, the conflicting interest is fully disclosed, competitive bid or comparable valuation exists, and the Board has determined that the transaction is in the best interest of the GRO. Disclosure will be made to the Executive Director (or if he/she is the one with conflict, then to the Board President.) The Executive Director and/or the Board President shall bring the matter to the Board. The Board shall determine whether a conflict exists, and in the case of an existing conflict, whether the contemplated transaction may be authorized. The decision of the Board on these matters will rest in their sole discretion, and their concern must be the welfare of GRO.

WHISTLE BLOWER POLICY

BACKGROUND INFORMATION

The GRO Code of Ethics (the Code) requires directors, officers and employees to observe high standards of business and personal ethics in conduct of their duties and responsibilities. As employees and representatives of GRO, we must practice honesty and integrity in fulfilling our responsibilities and comply with all applicable laws and regulations.

Reporting Responsibility

It is the responsibility of all directors, officers and employees to comply with the Code and to report violations or suspected violations in accordance with this Whistle blower Policy.

No Retaliation

No director, officer or employee who in good faith reports a violation of the Code shall suffer harassment, retaliation or adverse consequence. An employee who retaliates against someone who has reported a violation in good faith is subject to discipline up to and including termination of employment. This Whistle blower Policy is intended to encourage and enable employees and others to raise serious concerns within GRO prior to seeking resolution outside GRO.

Reporting Violations

Employees are encouraged to share their questions, concerns, suggestions or complaints with someone who can address them properly. In most cases the Executive Director is in the best position to address an area of concern. However, if you are not comfortable speaking with the Executive Director or are not satisfied with his/hers response, you are encouraged to speak with the Board Resource Committee. The Board Resource Committee, including the Board President, is required to convene a meeting and designate a committee member who has specific and exclusive responsibility to investigate all reported violations. For suspected fraud, or when you are not satisfied or comfortable with this procedure, individuals should contact the President of the Board of Directors.

Compliance Procedure

The Board President is responsible for investigation and resolving all reported complaints and allegations concerning violations of the Code and, shall advise the Executive Director and the Board Resource Committee.

Accounting and Auditing Matters

The Finance Committee of the Board of Directors shall address all reported concerns or complaints regarding corporate accounting practices, internal controls or auditing. The Board Resource Committee shall immediately notify the Finance Committee of any such complaint and

work with the committee until the matter is resolved.

Acting in Good Faith

Anyone filing a complaint concerning a violation or suspected violation of the Code must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation of the Code. Any allegations that prove not to be substantiated and which prove to have been made maliciously or knowingly to be false will be viewed as a serious disciplinary offense.

Confidentiality

Violations or suspected violations may be submitted on a confidential basis by the complainant. Reports of violations or suspected violations will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation.

Handling of Reported Violations

The Board Resource Committee will notify the sender and acknowledge receipt of the reported violation or suspected violation within 5 business days. All reports will be promptly investigated and appropriate corrective action will be taken if warranted by the investigation.

GRIEVANCE PROCEDURE

The purpose of the employee grievance policy is to provide a means for employees to resolve their work place concerns. All employees of GRO may file a grievance under this section. A grievance shall be determined as a complaint regarding actions in violation of GRO personnel policies and/or the Code of Ethics. In order to qualify for processing a grievance an appeal must be filed no later than thirty (30) calendar days after the date on which the aggrieved condition commenced.

Step One

The employee may present an appeal to the Executive Director for discussion. The ED shall have 5 regular working days in which to respond to the remedy requested. If the ED fails to respond within this time, or if the employee finds the response unsatisfactory the employee may proceed to Step Two.

Step Two

If Step One has not resolved the issue the employee may submit, in writing, an appeal to the Personnel Committee. Upon receipt of the written appeal, the Board Resource Committee will inform the Board President of the appeal. The Board Resource Committee shall also convene a meeting wherein statements shall be taken from the appealing employee and the ED. The Board Resource Committee shall have 20 regular working days in which to respond to the employee in writing concerning the remedy requested. If the Board Resource Committee fails to respond within this time limit, the employee may petition the Board President. Failure on part of the employee to petition the President within 30 days of the result of Step Two shall result in the appeal being waived.

Step Three

The President of the Board shall convene a meeting with the aggrieved employee, the Board Resource Committee Chair, the Executive Director, either separately or jointly at the discretion of the President of the Board. The Board President may convene an Executive Committee meeting. Within 10 working days, the Board President shall respond in writing to the grievant of the final decision of the Executive Committee. In all instances, a thorough and fair investigation will take place, giving careful consideration to the rights and dignity of the people involved. The Board President will report the grievance and the result at the next regularly scheduled Board meeting.

TERMINATION OF EMPLOYMENT

Notice

If you decide to voluntarily terminate GRO employment, you should give GRO as much advance notice as possible. This will allow for a smooth transition. The usual and customary notice period is two weeks.

Dismissals

Since your employment relationship with GRO is at-will, either you or GRO may terminate the employment relationship at any time for any reason, with or without notice to the other party.

Reinstatement

When you return from a leave of absence, you will ordinarily be returned to the same or a comparable position, unless the position has been eliminated due to a reduction in force or reorganization, or if you would have been terminated for reasons unrelated to the leave. If you are returning from a leave due to your own serious health condition or disability, you are required to provide medical certification that you are released to return to work. Failure to return as scheduled from a leave ordinarily will result in the termination of your employment.

ACKNOWLEDGMENT OF RECEIPT

I have read and understand the policies and procedures stated in the GRO Employee Handbook. I understand that compliance with the policies and procedures set forth in this Handbook does not infer a contract of employment with GRO for any particular length of time. I also acknowledge and agree that my employment is at-will and that either part may terminate the employment relationship at any time, with or without notice and with or without cause.

I understand that the policies and procedures in the Handbook, except provisions concerning at-will employment, are subject to change at any time without advance notice to employees; however, I understand all amendments will be posted or otherwise made available to employees. I understand that changes in the at-will employment relationship will be made only in writing and signed by a partner of GRO and myself.

I understand I may retain this copy of the Handbook in my possession only while GRO employs me, or until requested to return it. I will not reveal the contents of this Handbook to anybody outside GRO without the express, written permission of GRO.

Printed Name: _____

Signature: _____ Date: _____