Employment Handbook
March 15, 2020
Introduction

Welcome to the National Wheelchair Basketball Association. We are pleased that you have decided to join our team and look forward to working with you to achieve the Vision and Mission of the NWBA. The NWBA is a non-profit organization dedicated to the sport of Wheelchair Basketball and to the development of its athletes, coaches and other participants of the sport. The NWBA strives to be the model sport governing body – we lead, we inspire, we win. The National Wheelchair Basketball Association is a member organization of the United State Olympic and Paralympic Committee (USOPC) and an affiliate member of USA Basketball. Employment with the association provides all employees the opportunity to work within an environment that is exciting, fast-paced, and is full of teamwork and camaraderie.

NWBA Mission Statement

In our pursuit of excellence, the National Wheelchair Basketball Association provides (qualified) persons with physical disabilities the opportunity to play, learn, and compete in the sport of Wheelchair basketball.

NWBA Vision Statement

The National Wheelchair Basketball Association is the model sport governing body – we lead, we inspire, we win.

This Employment Handbook replaces and supersedes any previous drafts and versions of this or any previous Handbook. This Handbook provides a general summary of several of our employment policies and procedures, and is not all-inclusive. Therefore, all details may not be described here.

This Handbook is not an implied or express contract of employment or a legally enforceable promise or representation. The provisions of this Handbook can be modified by NWBA at any time, without providing advance notice or additional consideration to affected employee(s).

All employees are at-will employees unless they have a written contract of employment providing for a specific term of employment signed by the employee and President of the Board of Directors or the Executive Director. Appointment letters describing compensation are provided to at-will employees and do not constitute an implied or express contract of employment altering the at-will relationship.

At-will employment means that either the employee or NWBA can terminate the employee’s employment with the organization at any time, with or without advance notice, and with or without cause.
All employees are expected to read this Handbook and to comply with the expectations described in the Handbook. If you have questions about any provisions in the Handbook, please contact the Executive Director.

**Commitment to Diversity and Equal Employment Opportunity**

The NWBA respects and values diversity among its employees and among all those with whom it works in carrying out its mission. The NWBA recognizes the benefits that come from having a diverse work environment. The NWBA is committed to the principles of equal employment opportunity and to having a work environment that is free of unlawful discrimination.

Accordingly, in all of its employment decisions, policies and practices, the NWBA prohibits and strives to avoid unlawful discrimination against applicants and employees on the basis of race, sex, national origin, religion, age, disability, sexual orientation, veteran status, or any other status specifically protected by applicable federal, state or local law.

If an applicant or employee feels that an employment decision, policy, or practice of the NWBA involves unlawful discrimination, the applicant or employee is encouraged to report the matter promptly according to the EEO/Harassment Reporting Procedure below.

**Work Accommodations for Employees with Disabilities**

NWBA seeks to comply with applicable laws providing for nondiscrimination in employment against qualified individuals with disabilities.

If an employee with a disability feels that a work accommodation is necessary, a request for an accommodation should be directed to the Executive Director.

**Compliance with Association and USOPC Rules and Regulations**

All employees of NWBA are expected to adhere to Association policies and procedures as well as code of conduct, as adopted and approved by the Board of Directors. Employees are also expected to adhere to the USOPC rules and regulations that apply to NWBA as a USOPC recognized sport association. Any employee found in violation of these rules and regulations may be subject to disciplinary action up to and including termination in the discretion of NWBA.

**NWBA Core Values**

I. Strive for excellence in all aspects of the organization
II. Act with integrity and respect
III. Embrace Diversity
IV. Recognize the tradition of the NWBA

NWBA Annual Operational Goals

I. The NWBA will seek competitive excellence on the field of play and win medals in major international competition.
II. The association will appropriately manage its budget and achieve a positive cash flow during the quadrennium.
III. The NWBA will seek to grow its membership base each year.
IV. The association will serve the needs of the membership.
V. We will be a good partner to the USOPC, the IWBF, the IPC, USA Basketball and any other entities with which we are aligned.

General Employment Procedures

I. Employment Status

a. All employees are at-will employees unless they have a written contract of employment providing for a specific term of employment signed by the employee and the President of the Board of Directors or the Executive Director.
b. Appointment letters describing compensation are provided to at-will employees and do not constitute an implied or express contract of employment altering the at-will relationship.
c. Written employment contracts for a specific term of employment, which may be multiple years, may be offered to specific employees with approval of the Board of Directors. These contracts must be signed by the employee and either the President of the Board of Directors or the Executive Director, on behalf of NWBA.
d. The Board of Directors has the authority to determine the employment status of the Executive Director position, which includes all aspects of her/his employment (responsibilities, financial compensation, benefits, etc.) of the position.

II. Employment Schedule

a. All full-time employees are expected to work a 40-hour per week schedule.
b. Employees are expected to work the majority of their 40-hour schedule within the hours of 8 a.m. MT Monday and 5 p.m. MT Friday, which are our regular office hours.
c. On occasion, an employee’s job responsibilities may require the employee to work outside the 40-hour schedule and at times other than the Monday-Friday office hours. In some instances, the employee will recognize a need to complete work outside regular office hours, and the employee is expected to notify the employee’s supervisor and obtain the supervisor’s approval, in advance. On other occasions, an employee’s
supervisor will notify the employee about the need for work or a schedule outside regular office hours.

d. Should an employee, due to personal reasons, need a flexible work week where some work falls outside regular office hours, the employee is required to submit the flexible work week schedule to the Executive Director for approval no later than seven (7) calendar days in advance of the date that the flex schedule should commence. The Executive Director will have the authority to approve or disapprove the submitted schedule.

e. As discussed in greater detail below, NWBA employees are exempt employees under the federal and state wage and hour laws unless notified in writing by the Executive Director that the position is non-exempt. When an exempt employee works more than the standard 40-hour work week, the employee is not entitled to overtime compensation or to any other form of additional pay or benefit beyond the employee’s salary for the week for this additional work.

III. Payroll Process

a. Pay Schedules
   i. The salary of an employee will be paid in twenty-four (24) installments.
   ii. Employees receive their salaries in semi-monthly installments, distributed on the 15th and 30th (or last day) of each month.
   iii. NWBA’s usual business practice is to provide direct deposit of wages. An employee who needs an alternate payment method should consult with the Executive Director.
   iv. The Standard Work Week (SWW) for payroll purposes is defined to begin Monday at 12:00 a.m. and end at 11:59 p.m. Sunday.

b. Deductions
   i. Deductions from salaries are made for applicable federal and state income taxes, other taxes as required by law, contributions to federal Social Security program and the appropriate deduction for employee benefits (i.e. insurance premiums, retirement contributions, etc.).
   ii. NWBA seeks to comply fully with all applicable federal and state laws regarding wages and deductions. If an employee believes that improper deductions have been made from his or her pay, the employee should make a written inquiry promptly and directly with the Executive Director’s office informing the Executive Director of any discrepancy.

IV. Compensation Levels and Adjustments

a. The NWBA may establish employee compensation levels and make compensation adjustments based upon a number of factors, including but not limited to the needs and resources of the NWBA, an employee’s individual merit and performance, and/or market circumstances, including salary survey information. The NWBA reserves the
right to make salary decisions at its discretion and in a manner that in its opinion best serves the interests of the organization.
b. The Board of Directors determines the salary level and employment term for the Executive Director.
c. The Executive Director determines the salary level for all other employees, subject to approval by the Board.
d. The Executive Director will determine the compensation level, term, and payment structure for any independent contractor work performed for the Association Office.
e. Unless pre-determined in a written employment contract, employees will typically receive an appointment letter describing the upcoming year salary.
f. Employees who are considered “exempt” for wage and hour purposes are paid a semi-monthly salary. At the current time, all employees of the NWBA are exempt employees. Exempt employees are not entitled to overtime pay for hours worked beyond the regular schedule of 40 hours per week. The classification of employees as exempt or non-exempt is handled by the Executive Director. Employees classified as non-exempt will receive written notice of non-exempt status from the Executive Director.
g. In the event that NWBA hires non-exempt employees, such individuals would typically be paid on an hourly basis, and would be expected to record and submit all hours worked on a time sheet each week. Non-exempt employees are not permitted to work overtime (hours over 40 in a work week) unless authorized in advance by the employee’s supervisor. If a non-exempt employee works overtime, overtime compensation will be paid in accordance with applicable law.
h. NWBA ordinarily considers whether salary or wage levels will be adjusted on an annual basis. Any salary or wage increase to be provided to an employee must receive approval from the Board of Directors. Employees are not guaranteed a salary increase in any year. Whether an increase is made is a matter within the discretion of the NWBA.
i. The Board of Directors will determine any salary, and/or any salary adjustment to be provided to the Executive Director.
j. Bonus payments may be awarded at the discretion of the Executive Director for Association employees. Bonus payments, including for the Executive Director, must receive approval from the Board of Directors before being announced and issued.

V. Personnel Records

Personnel files are the property of NWBA. Current employees may have access to review the employee’s own personnel files by making a request to the Executive Director. Former employees do not have a right to review or copy a personnel file.

VI. Financial Policies and Procedures

The NWBA has a comprehensive set of policies and procedures that outline all financial aspects of the organization. To access the full Financial Policies and Procedures document and to
understand how they interact with your role, please click the following link: https://www.nwba.org/policiesprocedures. Please review the NWBA Financial Policies and Procedures document, and work with your direct supervisor to clarify any questions or address any concerns you may have.

VII. Performance Reviews

The NWBA encourages employees and supervisors to communicate about employee performance on an ongoing basis. NWBA provides performance reviews according to guidelines established by the Executive Director. Performance reviews are not the only method used to communicate about performance. Supervisors may provide informal feedback and counseling. On occasion, an employee may receive guidance about performance through disciplinary action, such as a written notice, suspension, or termination. The NWBA does not have a system of progressive discipline, and there is no requirement that an employee receive a notice concerning performance or conduct issues prior to termination.

VIII. Termination

As noted above, all employees of NWBA are at-will employees, except for those with a written contract of employment providing for a specific term of employment signed by the President of the Board and/or the Executive Director. At-will employment means that either the employee or NWBA can terminate the employee’s employment with NWBA at any time, with or without advance notice, and with or without cause.

When employment is terminated, NWBA provides a final paycheck, usually by direct deposit, and reviews with the employee an out-processing checklist, including return of organization property, transfer of codes and passwords, and benefits details. Employees who plan to resign are requested to provide the Executive Director at least ten (10) business days’ notice, in order that arrangements can be made for final pay and work transitions can be covered.

IX. Vacation, Holiday, and Sick Leave Policies

IX. Vacation

a. General

The purpose of the vacation benefit is to provide time away from work for rest, recreation, and renewal. NWBA therefore expects its employees and Executive Director to use vacation time each year for such purposes. It is also recognized, however, that it may not always be possible for an individual to use his or her full complement of vacation days within a given fiscal year; for this reason, while accumulation of vacation time is discouraged, it is permitted within the limits set forth below.
b. **Vacation Details**

i. All full-time employees earn vacation as provided below. Part-time employees (scheduled for less than forty (40) hours per week) and independent contractors do not earn vacation.

ii. Full-time employees earn and use vacation, up to the maximum vacation balance described below, as follows:
   1. Full-time administrative employees earn vacation in equal monthly increments of 15 days per fiscal year for the first three (3), full years of continuous employment.
   2. Full-time administrative employees earn vacation in equal monthly increments of 20 days per fiscal year for any continuous employment that spans beyond the first three (3), full years of employment.

iii. All full-time employees who begin work (as reflected by the payroll) before the 16th day of any month will earn the full vacation accrual for that month. Employees whose last day of work is before the 16th of any month will not earn vacation for that month. Vacation days are not earned and do not accrue during a leave of absence without pay.

iv. Vacation is used in increments of one-half day for absences of up to four (4) hours and one full day for absences of more than four (4) hours. Requests for vacation of more than two (2) days duration should be made at least two (2) weeks in advance. Employees wishing to be away for shorter periods of vacation should make a request at least 3 business days in advance.

v. All vacation leave must be requested and approved in advance by the Executive Director or President (for the Executive Director position).

vi. The Executive Director (or his/her designee) shall be responsible for the record keeping of accrued vacation balances for employees and for the maintenance of vacation records.

vii. An employee may earn a maximum vacation balance of thirty (30) days. Employees will not earn additional vacation in any month while the balance is at the maximum permitted. Employees will earn a partial accrual in any month where the full accrual would result in a balance greater than the maximum permitted.

viii. Vacation day use will not be charged against days not scheduled to work or Association recognized holidays (see ‘Holidays’).

ix. Upon resignation, retirement, termination, or death, the employee or his or her estate shall be compensated at the final rate of pay for unused vacation to a maximum of ten (10) days. Days are rounded to the nearest half or whole day. Compensation for vacation days will typically be paid within ninety (90) days of retirement, termination, or death.

x. Vacation time may not be used to extend Association benefits coverage, or employment of the employee by the Association, beyond the employee’s termination date.
X. Holidays

a. Full-time employees are provided the following paid holidays: New Year’s Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, and Christmas Day.

b. The dates on which holidays will be recognized fluctuate annually based upon the calendar changes.

c. The Association office will publish the list of holidays and days in which they are being recognized each fiscal year. The holiday schedule will be made available to employees no later than August 31st of the preceding fiscal year.

d. On certain holidays, the Association office may be open for business. Association office employees who are required to work on such a day will be given a day off (flex time) at a time agreed to by the employee and the Executive Director.

e. NWBA strives to provide reasonable accommodation of religious holidays. If, for religious reasons, an employee needs to observe a holiday outside of the stated holidays for the Association office, the employee shall communicate the holiday and the reason for the request to the Executive Director at least two (2) weeks in advance of the date of the holiday. In some circumstances, the NWBA may also be able to accommodate time off for national or cultural holidays that have significance to an employee. Employees are requested to discuss these needs with the Executive Director at least two (2) weeks in advance.

XI. Attendance at Professional Meetings

a. The NWBA is firmly committed to a policy of encouraging employees to continue professional development through attendance at professional meetings and associations.

b. To participate in such meetings an individual must make advance arrangements for his/her Association responsibilities, with these arrangements to be approved by the Executive Director or Board of Directors.

c. Employees on approved ‘professional development’ time by the Executive Director or Board of Directors may be required to apply personal vacation to this time, in the discretion of the Executive Director.

d. Professional meeting costs (if the employee desires that these costs be reimbursed by NWBA) must be approved by the Executive Director in advance of the employee attending the professional development session.

XII. Sick Leave

a. Sick leave is the authorized absence of an employee from regular duties because of the employee’s illness, injury, pregnancy, medical appointments, exposure to contagious disease, or health situations affecting the spouse or domestic or civil union partner, child or parent of the employee and requiring attendance of the employee.
In addition, the employee may use sick leave for absences necessitated by death in the employee’s immediate family. Immediate family members for purposes of this policy include the employee’s mother, father, brother, sister, biological or adopted child, stepchild, spouse, domestic or civil union partner, grandparent, grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparent-in-law, anyone who stood in loco parentis to the employee as a child, and other persons for whom the employee is legally responsible. A completed Affidavit of Domestic Partnership or Civil Union Registration must be on file with the Association office to use sick leave for the care of a domestic or civil union partner or qualifying relative of the domestic or civil union partner.

b. Each full-time employee who works at least 32 hours per week, 9 months per year earns fifteen (15) days of sick leave per year. Employees who work less than nine (9) months earn sick leave at the rate of 1 day per month.

c. Unused sick leave entitlement is cumulative without limit.

d. The Executive Director (or his/her designee) shall be responsible for the record keeping of accrued sick leave balances for employees and for the maintenance of sick leave records.

e. An employee is expected to report an absence promptly when normal duties cannot be performed and sick leave is being used. A consecutive period of sick leave use includes all days an individual is normally expected to work, whether or not the individual has scheduled responsibilities.

f. For exempt employees, use of accrued sick leave days must be reported on a monthly basis, and the report must be approved by the supervisor. Sick leave is used in increments of one-half day for absences of less than four hours and one full day for absences of four hours or more. Non-exempt employees must report sick leave taken on their weekly timesheet.

g. In the event an employee exhausts his or her accumulated sick leave because of an extended illness, the employee, on request to the Executive Director, may be retained on the payroll for an additional period of time if approved by the Executive Director. Consideration of such requests may include factors such as years of service, extent of illness, and/or other extenuating circumstances.

h. Employees are not allowed to ‘cash out’ and receive payment for any unused sick leave at any time, including at the conclusion of employment regardless of whether the employment was terminated by the employee or NWBA, or due to death, retirement, or any other reason.

Parental, Family, Military, and Other Leave Policies

XIII. Parental Leave

a. As part of its efforts to foster a workplace in which professional success can be achieved while maintaining a quality personal and family life, the Association supports employees and their families with leave opportunities for new parents. All requests for
leave under this policy should be made as far in advance as possible, but generally not less than sixty (60) calendar days before the leave commences and must be in writing and submitted to the Executive Director or President of the Board of Directors (in case of the Executive Director).

b. The Association will make arrangements as it deems necessary to cover the duties of the employee while the employee is on Parental Leave.

c. The Association provides all full-time, benefit-eligible employees, who are eligible for Family and Medical Leave (see below), with a total of nine (9) weeks of Parental Leave to be used within one year following the birth or adoption of a child. The purpose of Parental Leave is to provide a period of time for parents (birth mothers, fathers, domestic or civil union partners, and adoptive parents) to care for and bond with the newborn or newly-adopted child. Parental Leave is a form of Family and Medical Leave and is not provided in addition to Family and Medical Leave for eligible employees.

d. Paid Parental Leave
   i. Birth mothers—the Association will provide, in addition to any accrued sick and vacation leave, up to three (3) weeks of Paid Parental Leave (100% of regular salary or pay) to the birth mother at birth and to care for and bond with the newborn.
   ii. Fathers, domestic or civil union partners, and adoptive parents—the Association will provide up to three (3) weeks of Paid Parental Leave (100% of regular salary or pay) to the father, domestic or civil union partner, and adoptive parent to be used at birth and following the birth or adoption of a child to care for and bond with the child.
   iii. Any extended Parental Leave time, up to nine (9) weeks, beyond the Paid Parental Leave time will require accrued sick or vacation time to be used in order for pay to continue for the employee. If the employee does not have accrued paid vacation or sick leave, the remaining Parental Leave is unpaid leave.

e. Paid and unpaid Parental Leave must be taken in consecutive weeks immediately following the birth or adoption of a child and within one year after the birth or adoption of the child.

f. After having taken Paid Parental Leave and other available paid leave, the parent will receive unpaid parental leave for the remaining balance of the nine (9) weeks leave period. The total of Paid and Unpaid Parental Leave must not exceed 9 weeks.

g. Paid Parental Leave must be exhausted prior to the use of any other paid leave (sick leave, vacation).

XIV. Family and Medical Leave

a. All eligible employees are entitled to a total of nine (9) work weeks of leave during the 12-month fiscal year period of September 1 through August 30 (the “FML Year”) for one or more of the following reasons:
   i. Parental Leave (see above) (Reason 1);
ii. To care for the employee’s spouse or domestic or civil union partner, parent, child (defined as “a biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis”), or the child of the domestic or civil union partner with a serious health condition (Reason 2);

iii. A serious health condition that makes the employee unable to perform the essential functions of his or her position (Reason 3).

iv. Leave related to an employee’s family member or next of kin in military service, as described in more detail below (Reason 4).

b. Eligible employees are those who have worked for NWBA for at least one year, and who are full-time or who have worked at least 1,250 hours of service in the year preceding the request for leave, and who are employed in the Association office or within 50 miles of the Association office.

c. The Association requires employees to substitute accrued paid leave (e.g., vacation, sick leave, paid parental leave) for family and medical leave. If the employee does not have available sufficient paid leave for the entire nine (9) weeks, the employee will take the balance of the leave as unpaid leave. If the employee has available more than nine (9) weeks of paid leave, the employee may use all the paid leave that applies to the employee’s situation.

d. The employee must provide the Executive Director or President of the Board of Directors (in the case of the Executive Director) with a minimum of thirty (30) calendar days advance notice in writing before the date the leave is to begin. However, if the birth or placement of the child, serious health condition of the employee or family member, or other need to leave, requires leave to begin in less than thirty (30) days, the employee must provide as much notice as is practicable. Failure to give notice may result in a delay of leave.

e. The Executive Director or President of the Board of Directors (in the case of the Executive Director) must approve the leave prior to commencing.

f. Employees must request the family and medical leave in writing and submit the request to the Executive Director or President of the Board of Directors (in the case of the Executive Director).

g. To use leave for the care of a domestic or civil union partner or the child of a domestic or civil union partner, a completed Affidavit of Domestic Partnership or Civil Union Registration must be on file with the Association office.

h. Eligible employees who return from a family and medical leave may be restored to the position held by the employee when leave began or be restored to an equivalent position with equivalent pay and Association-provided benefits and other terms and conditions of employment.

i. The Association will maintain Association-provided benefits for eligible employees on family or medical leave under the same terms and conditions of coverage as would be provided had the employee continued in employment for the duration of the leave. Retirement contributions will only be made for that portion of the family and medical leave that is paid leave.

j. The Association may recover from the employee the cost of maintaining Association-provided benefits during the unpaid period of leave if the employee fails to return
from leave unless the failure to return is due to (1) the continuation, recurrence, or onset of a serious health condition that would otherwise entitle the employee to leave under the family and medical leave policy; or (2) other circumstances beyond the control of the employee, in the sole opinion of the Executive Director or President of the Board of Directors (in the case of the Executive Director).

k. Employees on family or medical leave are not permitted to perform services for remuneration for other employers (including self-employment), as an independent contractor, partner, sole proprietor, principal in a corporation, or for any other individual or entity, unless approved, in writing, in advance by the Executive Director or President of the Board of Directors (in the case of the Executive Director).

i. If an employee qualifies for short term disability (STD) or worker’s compensation disability benefits for an illness or injury that is covered by FML leave, these benefits will be applied to and run concurrently with the employee’s FML leave period.

m. Leave Related to a Family Member in Military Service. Family and medical leave under this policy may also be applied to the following needs:

   i. Military Caregiver Leave. Eligible employees who are family members of covered service members (as defined under the federal FMLA) are able to take up to 9 workweeks of leave in a single 12-month period to care for a covered service member with a serious illness or injury incurred in the line of active duty if:
      1. The employee is an eligible family member or next of kin of a covered service member (the term “next of kin” is as defined in the federal FMLA).
      2. The covered service member is: undergoing medical treatment, recuperation, or therapy; in outpatient status; or on the temporary disability retired list for a serious injury or illness.

   ii. This leave will not exceed 9 workweeks during a single 12-month period. The 12-month period is the Association’s FML year (fiscal year).

   iii. Eligible employees may not take this type of leave to care for former members of the Armed Forces, National Guard and Reserves, or members who are on the permanent disability retired list.

   iv. Qualifying Exigency. Eligible employees may take up to nine (9) weeks of leave during the Association’s FML Year because of any “qualifying exigency” arising out of the fact that the spouse, son, daughter, or parent of the employee is on active duty or has been notified of an impending call to active duty status in support of a contingency operation. A qualifying exigency includes:
      1. Short notice deployment—call/order to active duty seven (7) days prior to date of deployment;
      2. Military events and related activities;
      3. Childcare and school activities (e.g., arrange for alternative childcare, enroll child in new school or day care, attend meetings with school or day care staff, and provide childcare on urgent or immediate need basis);
4. Making or updating financial and legal arrangements;
5. Counseling that arises out of the military service;
6. Rest and recuperation—limited to five (5) days per leave to spend with military member on short-term leave;
7. Post-deployment activities—leave to attend post-deployment functions that occur within ninety (90) days following termination of active duty status, such as arrival ceremonies, reintegration briefings, funeral arrangements;
v. The general conditions applicable to Family and Medical Leave apply to leave for military purposes under this policy. The term “spouse” under this policy includes domestic and civil union partners.

XV. DISCRETIONARY TIME OFF – EXEMPT EMPLOYEES

Exempt employees are paid on a salary basis and are not entitled to overtime pay. Occasionally, exempt staff may be required to work on large projects that require substantial work outside of normal office hours, or they may experience extended travel on weekends and holidays. In these circumstances, the Executive Director, in his or her discretion, may approve a short period of paid time off in recognition of the employee’s extraordinary effort and for rest and recovery. Discretionary time off is typically allowed in the work week following the employee’s extended commitment to NWBA business. Discretionary time off is usually a designated partial day or full day off. An employee who is granted discretionary time off must use the time off on the day designated by the Executive Director, and is not permitted to “save” the time off to use on another occasion. Discretionary time off is not vacation, and it is not earned or accrued leave. No cash payment will be made for unused discretionary time off at any time, including termination from employment. Discretionary time off is allowed only in special circumstances where the employee has had an unusually large workload or travel commitment; discretionary time off will not be granted as a routine matter after a weekend in which the employee has traveled on NWBA business. The Executive Director may grant discretionary time off on request by the employee, or without an employee request. As noted, decisions about such time off are made by the Executive Director as a discretionary matter, on a case by case basis.

XVI. Other Leaves of Absence

a. Military Leave: The NWBA provides military leave and benefits for employees in accordance with state and federal laws, including the Uniformed Services Employment and Reemployment Rights Act (USERRA).
b. Reserve Duty: Employees will be granted leaves of absence without pay for up to twenty (20) days upon request when they are required to participate in training duty as members of an Armed Forces Reserve Organization, the National Guard, or are called out on an emergency basis for such service.
c. **Jury Duty:** The NWBA encourages its employees to fulfill their civic duty by responding to a call to jury duty. Employees serving jury duty are entitled to leave with pay for a period of up to 10 days in a year. If the employee is paid a daily fee for the period of jury service that is intended to replace compensation, NWBA will pay the difference between regular pay for scheduled hours and the jury service fee. The employee must submit a request for leave to the Executive Director and/or Board of Directors. A copy of the summons for jury duty must be attached to the request. The employee will report to the Executive Director any amount of fee or compensation received by the employee from the court for jury service. The employee is required to return to work any day he or she is excused by the court for a period greater than four (4) hours.

d. **Witness Testimony:** Employees subpoenaed to testify as a non-expert witness in a court action to which they are not a party will be granted paid leave to testify.

**Fringe Benefit Policies**

NWBA may provide eligible employees with a benefits program that includes various types of insurance coverage and opportunities for retirement planning. This program may include group medical, dental and vision insurance, long-term and short-term disability insurance, life insurance, worker’s compensation insurance, and a 403(b) or 401(k) retirement plan. At this time the employee handbook will not detail those benefits until the organization adopts a definitive policy for said benefits.

**XVII. Medical, Dental, and Vision Benefits** - The NWBA provides full time, exempt employees with Medical and Dental benefits. New hires will be provided an information packet from Anthem, the service provider. (CONFIRM Vision)

**XVIII. Enrollment Period**

**XIX. Other Association Supported Benefits**

a. **Mobile Phone Reimbursement/Stipend:** At the discretion of the Executive Director or the President of the Board of Directors (in the case of the Executive Director), the Association office may offer an employee a mobile phone reimbursement or stipend plan, as detailed in the employee’s annual appointment letter or multi-year contract. The stipend would be paid within the regular Association pay period and is subject to applicable income tax laws.

b. **Automobile Stipend:** At the discretion of the Executive Director or the President of the Board of Directors (in the case of the Executive Director), the Association office may offer an employee an automobile stipend, as detailed in the employee’s annual appointment letter or multi-year contract. The stipend would be paid within the regular association pay period and is subject to applicable income tax laws.

c. **Relocation Reimbursement/Stipend:** At the discretion of the Executive Director or President of the Board of Directors (in the case of the Executive Director), the Association office may offer an employee a relocation reimbursement or stipend to
assist with relocations costs. The stipend would be paid within the regular association pay period and is subject to the applicable income tax laws.

d. **Family Travel:** At the discretion of the Executive Director or President of the Board of Directors (in the case of the Executive Director), family travel may be approved to be paid by the Association office while accompanying an employee on a business related trip. Prior approval must be given from the Executive Director or President of the Board of Directors (in the case of the Executive Director), prior to family travel being approved. The travel paid by the Association office for family members is subject to the applicable income tax laws.

e. **Worker’s Compensation:** Worker’s compensation insurance is provided by NWBA at no cost to its employees and provides compensation for injuries or illness arising in the course and scope of employment in accordance with applicable law. All employees are protected by this insurance from the first day of employment.

If the employee needs emergency medical care, the employee should contact 911 or otherwise secure emergency treatment, and then subsequently notify the employee’s immediate supervisor. If the injury or illness is not an emergency, then the employee should seek care from a designated provider of NWBA and also notify the immediate supervisor. All employees are expected to provide WRITTEN NOTICE TO NWBA WITHIN FOUR (4) WORKING DAYS OF THE ACCIDENT OR ONSET OF ILLNESS. This written report should be provided to the employee’s supervisor. If you fail to report your injury or occupational illness or disease promptly in writing, your benefits may be affected. Except for emergencies, an injured or ill employee should seek medical treatment from a physician designated by NWBA for worker’s compensation care and coverage.

**Personal Conduct and Use of NWBA Property and Equipment**

**Harassment**

NWBA strongly opposes harassment in the workplace and expects all employees to conduct their work in a professional and business-like manner at all times and without engaging in behavior that constitutes harassment.

Harassment includes unwelcome and offensive communication or physical conduct directed towards another employee that comments on or is motivated by the other’s race, sex, national origin, religion, age, disability, sexual orientation, or other legally protected status, when submission to such communication or conduct is either explicitly or implicitly made a term or condition of employment or is used as the basis for employment decisions, or when such communication or conduct has the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating, hostile, or offensive work environment. In some circumstances, harassment is unlawful.
If an employee experiences or observes harassment arising out of employment with NWBA in violation of this policy, the employee is encouraged to report it promptly according to the EEO/Harassment Reporting Procedures below.

This policy applies to all employees, including managers, supervisors and co-workers. While this policy is primarily concerned with behavior directed by one employee towards another employee, it also applies to interactions between employees and non-employees such as vendors or business partners. Accordingly, if an employee, in the course of or as a result of employment with NWBA, experiences harassment as defined by this policy committed by a non-employee, such as a vendor or contractor who works with NWBA, the employee is encouraged to report such behavior under this policy.

Examples of Harassment:

Harassment may take the form of unwelcome racial or ethnic jokes or slurs, or other communications or conduct disparaging or insulting an individual because of his/her race, color, or national origin.

Sexual harassment may take the form of unwelcome sexual advances, requests for sexual favors, such as repeated unwanted requests for dates, sexually motivated physical contact, signs, pictures, jokes or foul language of a sexual nature, and other unwelcome and offensive verbal or physical conduct having a sexual content or meaning.

Harassment can happen through verbal conversation, written notes, cartoons, posters or photos displayed in the workplace, emails, texts, and electronic communications, and physical gestures or touch.

If an employee is uncertain whether specific behavior constitutes harassment under this policy, the employee is encouraged to discuss the matter with the Executive Director or his designee.

**EEO/Harassment Reporting Procedure**

If an employee feels that he/she has experienced or observed discrimination or harassment in violation of NWBA’s policies, please use the following complaint procedure. NWBA encourages employees to make a timely complaint to enable NWBA to promptly investigate and correct any behavior that may be in violation of its Diversity and Equal Employment Opportunity or Harassment policies.

Report the incident to the Executive Director or the Director, Membership Services and Programs. Once it receives a complaint, NWBA will review the complaint and, if it deems necessary, conduct an investigation. All employees are expected to cooperate if requested to assist with an evaluation or investigation by NWBA under this policy.

If an employee believes that harassment has been committed by the Executive Director, and the employee does not feel comfortable reporting to the Director, Membership Services and
Programs, the employee is encouraged to report the matter to the President of the Board of Directors.

Confidentiality:

NWBA seeks to keep discrimination and harassment complaints and information gathered under this policy as confidential as possible in the circumstances. Confidentiality cannot be guaranteed, however, and information provided in a complaint or investigation may be disclosed during an investigation, in efforts to remedy or correct the harassment or other inappropriate behavior, and/or to prevent future harassment or other inappropriate behavior.

Consequences:

If NWBA determines that an employee’s behavior violates its Diversity and Equal Employment Opportunity and Diversity or Harassment policy, NWBA may apply disciplinary action up to and including termination of employment, or other remedial or corrective action, in its discretion. Further, if an employee’s behavior does not rise to the level of discrimination or harassment prohibited by this policy, but it is deemed otherwise unacceptable by NWBA, NWBA may still impose disciplinary action up to and including termination, or other remedial or corrective action in its discretion.

No Retaliation:

NWBA prohibits retaliation against any employee for filing a complaint of harassment or discrimination under its policy or for assisting an investigation. Any allegations of retaliation should be reported using the same process as for reporting the discrimination or harassment set forth above.

False Reporting:

NWBA expects that employees who make reports under this procedure will act in good faith and without intent to provide false information. If NWBA determines that an employee has intentionally or knowingly provided false information, disciplinary or other action may be taken against the individual who gave the false information.

Conflict of Interest

All employees of NWBA have a duty to comply with NWBA policy concerning business, financial, and other interests, activities, or relationships that involve a conflict with the interests of NWBA. Conflicts of interest can arise in a variety of circumstances. This policy provides several general principles and specific examples of conflicts of interest. It also provides a procedure for employees to disclose conflicts of interest. This policy applies to all employees.

The NWBA has a comprehensive “Conflict of Interest Policy” that applies to all NWBA employees, Board Directors, committee members and volunteers. That policy can be found at:
https://www.nwba.org/generalappsforms. Each NWBA employee and volunteer shall annually certify compliance with NWBA Code of Ethics and disclose any Conflicts of Interest. In advance of a full review of the policy, employees are encouraged to review the educational informational below.

For purposes of this policy, a “family member” is defined as any member of the employee’s family, including without limitation parent, spouse, domestic or civil union partner, fiancé, sibling, child, stepchild, grandparent, grandchild, aunt or uncle, nephew or niece, cousin, and in-law.

The term “affiliate” refers to a person with whom an employee has a strong personal relationship that is not a family relationship (such as living in the same household, or a boyfriend/girlfriend relationship). The term “affiliate” also refers to a person or entity with whom the employee has a business or fiduciary relationship (such as a business partnership, employment, service on a board, or agent/receiver relationship).

The term “financial interest,” when used in this policy with respect to another entity or a transaction, activity, or concern, includes without limitation an ownership interest in, or a right or potential to receive cash or in-kind compensation, benefit, advantage, or personal gain from, the entity, transaction, activity or concern.

Actions Considered a Conflict of Interest:

In general terms, a conflict of interest may occur if an employee has an outside interest, relationship, or activity that: (i) influences, or appears to influence or has the potential to influence, the ability of the employee to exercise objectivity in his or her responsibilities for NWBA or (ii) impairs or has the potential to impair the ability of an employee to perform his or her responsibilities in the best interests of NWBA. NWBA reserves the right in its discretion to determine whether specific situations may present a conflict of interest.

An employee is considered to have a conflict of interest when:

- An employee or his or her family member or affiliate has a financial interest in a business, concern, firm, or organization that does or seeks to do business with NWBA.
- An employee or his or her family member or affiliate has a financial interest in a business activity or transaction with NWBA.
- An employee or his or her family member or affiliate receives compensation, gifts, favors, entertainment or other similar benefits of more than a nominal value ($50 per incident, $100 accumulated annually from the same firm or person) from any outside concern or person which does or seeks to do business with NWBA.
- An employee is in a position that enables him/her to disclose or use confidential, special or inside information of or about NWBA or its members for personal gain, profit or advantage or for the gain, profit or advantage of a family member or affiliate.

- An employee has an opportunity to influence NWBA’s business, administrative or other material decisions in a manner that leads to personal gain or advantage for the employee or his or her family member or affiliate.

Board Service, Community Service and Charitable Activities

Employees are permitted to serve, with or without compensation, on boards of for-profit and not-for-profit organizations other than NWBA, and to engage in outside community service and charitable activities, so long as they do not involve or produce a conflict of interest with employment with NWBA in which the interests of NWBA, in the judgment of NWBA, have not been or cannot be adequately protected.

Employees must disclose (as provided below) and seek advance approval by NWBA before accepting or continuing board service or participating in community and charitable activities, that involve, or are likely to lead to, a conflict of interest.

Disclosure:

In connection with any specific instance of a perceived, actual or potential conflict of interest, an employee must promptly disclose the conflict including his or her and any family member’s or affiliate’s financial or other interest and all material facts to the Executive Director. The Executive Director shall report a conflict of interest to the President of the Board of Directors.

If requested by NWBA, employees must complete and update as necessary any employee disclosure form used by the organization.

Violations of the Policy:

Violation of this policy, or inaccurate or incomplete disclosures, will be treated as serious misconduct. Please notify the Executive Director should you have a question or wish to report a perceived or actual conflict of interest. Questions of or concerning the Executive Director should be directed to the President of the Board. NWBA will investigate reported conflicts of interest as it deems necessary and in its sole discretion. If an employee has engaged in, or is involved in a situation involving a conflict of interest, NWBA, in its sole discretion, may impose disciplinary action or other corrective action, including termination of employment.

Misinterpretation of this policy will not excuse a violation. An employee who discovers or suspects activity including fraud or other financial impropriety should follow the procedures outlined in NWBA’s Theft, Dishonesty and Unlawful Conduct Reporting Policy.
Theft, Dishonesty and Unlawful Conduct

Expectations:

Employees are expected to safeguard and avoid misuse of the funds, records, tangible assets, intellectual property and other property of NWBA, and to avoid conduct that violates applicable law or NWBA’s ethical standards.

Employees are prohibited from engaging in any activity that may involve theft, misappropriation, or other misuse of NWBA property and funds, including use of credit cards, checks and other financial instruments to purchase personal items or divert NWBA funds to personal use or the use of third parties; misappropriation or unauthorized use of NWBA tools, equipment, supplies, communications systems, data or proprietary material; or falsification or unauthorized alteration of time records, expense reports, or other NWBA records, reports or statements.

How to Report:

Employees are expected to report immediately to NWBA any known or suspected violation of this policy, of applicable local, state or federal law, or of NWBA’s ethical standards. Employees are also expected to report activities by others, including vendors, business partners, and other third parties, that place at risk or involve misuse of NWBA assets. NWBA expects that employees will make such reports truthfully, to the best of their knowledge of the facts. Such reporting provides NWBA with the opportunity to evaluate the known or suspected violation and to take action to protect NWBA’s property, funds, staff, or business interests.

Reports under this guideline should be made to the Executive Director. As an alternative, and if the reported matter involves the Executive Director, the report may be made to the President of the Board of Directors. Reports may be made orally or in writing. Reports may be made anonymously.

Confidentiality:

NWBA will strive to maintain the confidentiality of reports made under this policy to the extent it can in the circumstances, although complete confidentiality cannot be guaranteed; disclosures may be necessary, for example, to address and evaluate the report, provide corrective action, or report to law enforcement or other government authorities.

Retaliation:

NWBA prohibits any NWBA employee from knowingly, and with intent to retaliate, causing harm to any other NWBA employee for providing truthful information to NWBA concerning a violation or possible violation of this policy or local, state, or federal law in accordance with this policy.
Further, NWBA prohibits any NWBA employee from knowingly, and with the intent to retaliate, causing harm to any other NWBA employee for providing truthful information to a law enforcement officer concerning the commission or possible commission of a local, state or federal criminal offense (felony or misdemeanor).

Any person who feels that he or she, or another person affiliated with NWBA, has been subjected to retaliation in violation of this policy should report the matter immediately to one of the persons designated above.

Consequences:

Any employee or other person affiliated with NWBA who fails to comply with the expectations of this policy or otherwise violates this policy may be subject to disciplinary action, immediate termination of such person’s relationship with NWBA, or such other corrective or remedial action as NWBA determines is appropriate in the circumstances.

Employees wishing to raise questions about or report unlawful employment discrimination or harassment should consult and make reports under the Diversity and Equal Employment Opportunity and Harassment guidelines of this employee handbook.

**Alcohol, Drugs or Other Illegal Substances**

It is the goal of NWBA to foster a work environment free from the behavior altering effects of alcohol and controlled substances that have been used unlawfully. Use of alcohol and unlawful use of drugs while on duty can result in increased safety risks, workplace injuries and faulty decision making.

Therefore, except as otherwise provided in this policy, any of the following conduct is prohibited: working within 4 hours after the use of alcohol; working while under the influence of or impaired by alcohol or by an unlawfully ingested controlled substance, or while having in the individual’s system a quantity of alcohol or unlawfully used controlled substance above the thresholds established by the US Department of Transportation; possession, purchase, consumption (use) or sale of alcohol on NWBA premises; and unlawful possession, purchase, distribution, consumption (use) or sale of any controlled substance on NWBA premises.

Use of alcoholic beverages served in conjunction with an NWBA event where employee use of alcohol is authorized is an exception to this prohibition, when consumed in moderation and the employee does not behave unprofessionally or violate any other policy or law (e.g., driving while impaired).

Employees may possess over-the-counter medications and lawfully prescribed medications while working and may use such medication, consistent with recommended dosages for the
medication and provided the use does not impair the employee’s ability to perform safely and effectively his/her assigned duties.

NWBA reserves the right to require employees individually or in a group, or as a part of a testing program, to undergo testing for alcohol and/or unlawful use of controlled substances. Employees are expected to cooperate fully with any NWBA testing instruction and all requirements of testing personnel.

For purposes of this policy, “controlled substances” is defined as in the federal Controlled Substances Act, 21 U.S.C. sec. 801 et seq., and “prescription” and “prescribed” refers to authorized and lawful dispensing as described in the Controlled Substances Act. Consequently, use or possession, or coming to work under the influence, of marijuana and its metabolites, whose use or possession continues to be illegal under federal law, and which cannot be medically prescribed, is prohibited under this policy, regardless of any state law legalizing the use or possession of marijuana for specific purposes or in certain amounts.

**Computer and Communications Systems**

No Expectation of Privacy

NWBA treats all information transmitted through or stored in its business systems, including e-mail and voice mail messages, and information viewed or accessed on the Internet, as NWBA business information. Use of the NWBA communications and computer systems, including email, Internet access, streaming, downloading, social media, telephone, and text messaging, constitutes consent to NWBA’s interception, monitoring, recording, reviewing, listening or reading, and taking action including disclosure to law enforcement and other third parties, of any communication, document, image, audio, video, or other information sent, created or received through those systems. All messages, files, and other information stored, sent or received on NWBA systems, even if considered “personal” by an employee, are and remain the property of NWBA. They are not the private property of any employee, and NWBA may review or use such information as it deems appropriate. No employee should have any expectation of privacy in the contents of electronically stored or transmitted documents, files or communications on NWBA business systems, including its communications and computer systems.

Security

NWBA issues login names and passwords for individual use only. All login names, passwords and other information regarding access to NWBA systems must be kept confidential by NWBA employees. Sharing of login names and passwords is strictly prohibited, except when NWBA
management requires an employee to disclose a password or other encryption key applicable to any NWBA device or data file. Certain NWBA management, however, may have access to logins and passwords of others for purposes of monitoring contents of NWBA computers, computer systems, networks, databases, software, information storage media or any other NWBA information.

No employee may engage in or do the following:

- Knowingly gain access to, attempt to gain access to, or cause access to be gained to any computer, computer system, network database, software, information storage media, or any other NWBA business system for which they do not have authorization.

- Copy to a personal system any data, information, or programs contained on or in a computer, computer system, network, database, software, information storage media, or other device owned or licensed by NWBA without consent of NWBA.

- Alter, delete, or destroy NWBA data, information or programs contained on or in a computer, computer system, network, database, software, information storage media, or other device owned or licensed by NWBA without consent of NWBA.

- Knowingly introduce a set of instructions (such as a virus), programmatic or otherwise, into a computer, computer system, network, database, software, storage media, or other device owned by or licensed by NWBA to perform any act that is inconsistent with the business purposes or requirements of the system or NWBA, including but not limited to the destruction of data, or rendering the information inaccessible to NWBA management.

The internet is a public network and as such information sent over the Internet (including e-mail or instant messaging services (IM) is not secure. Sensitive or confidential information should not be transmitted over the Internet unless precautions are taken.

Laptop computers and tablets are frequently targets of theft and may contain NWBA confidential information. If an employee is issued a laptop computer/tablet, it is the employee’s responsibility to safeguard the laptop/tablet at all times (e.g., do not leave in a parked car or hotel room), and remove from the laptop all unneeded confidential information, password protect files, and ensure that the information on the laptop cannot be misappropriated.

E-mail and Other Electronic Messaging

NWBA has an electronic mail (e-mail) network (references to e-mail in this policy include text and other electronic messaging using NWBA systems or devices). Internet e-mail greatly
extends NWBA’s e-mail system, and all computer use policies apply equally to internal as well as external e-mails. These systems and all messages composed, sent, and/or received using these systems are the property of NWBA. No employee should have any expectation of privacy with regard to his/her e-mail usage. NWBA reserves the right to search, access, copy and use as it sees fit any and all e-mail messages in its systems. All email use by employees must comply with NWBA policies, be lawful, and not involve a conflict of interest or use for the benefit of a third party or a private commercial activity.

Employees should be aware that even accessing an external, personal, web-based e-mail account using a NWBA computer might leave information on the computer and that the information created this way is subject to search, access, copying and use by NWBA.

E-mail Guidelines

Abuse of e-mails may result in the removal of the employee’s account or other disciplinary action at the discretion of NWBA. Be aware that messages may be forwarded and read by others in addition to the original addresses. The e-mail system is not intended and should not be used as a storage or electronic filing system.

Internet

Internet access is a business tool and must be used in an appropriate manner. NWBA employees must conduct themselves appropriately on the Internet and respect copyrights, software licensing rules, property rights, and privacy, as in any other business dealing. All existing NWBA policies apply to an employee’s conduct on the Internet while working or for NWBA related purposes, including those that deal with intellectual property protection, privacy, misuse of resources, harassment, data security and confidentiality. No employee should have any expectation of privacy with regard to any aspect of his/her Internet usage while using NWBA equipment or systems.

Blogs and Social Networking Sites

Personal use of blogs and social networking sites (Facebook, MySpace, Twitter, etc.) accessed through the NWBA system is to be on the employee’s own time and is not to interfere with the employee’s job responsibilities. For both business and personal use of these sites, guidelines that apply include the following:

- any messages that might appear or be interpreted as the “voice” or position of NWBA are not authorized, unless preapproved;
- Do not disclose NWBA confidential information;
- Do not include illegal, defamatory, harassing, or racially or sexually offensive material;
- Do not use NWBA’s logo or intellectual property of NWBA in a manner that violates NWBA’s
rights under the trademark, copyright and other laws. (NWBA recommends that employees seek advance approval from NWBA for any use of NWBA’s logos or intellectual property.)

In the online world the lines between public and private, and personal and professional, are frequently blurred. As more and more of us engage in these online activities, it is critical to remember that your online content reflects not only on your reputation, but often on the organization as well.

**Personal Use of NWBA Communication Devices and Assets**

NWBA communication devices and assets are intended for business purposes. Excessive personal use of NWBA communication devices and assets may result in devices being taken away from the employee, the employee being charged for personal usage, and/or employee discipline, or termination of employment, or other remedial or corrective action.

**Use of Communication Devices while Driving**

Employees are expected to use any communication devices (handheld or hands-free) in a safe and lawful manner while driving on NWBA business. In Colorado, texting and other manual data entry while driving is unlawful and should be avoided. Employees driving on NWBA business in other states or outside the U.S. are expected to comply with applicable law.

**Hardware**

Various types of hardware, including desktop, workstation, laptop computers, smartphone, cell phone, tablet, pager or radio may be issued to an employee. The employee is responsible for each piece of hardware. The cost for repairs of hardware may be charged back to the employee’s department and reported to his/her manager.

**Software**

To prevent computer viruses from being introduced into the network, caution must be taken when downloading files from the Internet. For this reason NWBA may restrict the download and installation of third party applications and files. Installing any personal software on NWBA computers is strictly prohibited without prior approval. Unlicensed software may not be installed on any NWBA computer. NWBA reserves the right to remove unauthorized software or files at any time.

**Searches and Inspections**

In its discretion, NWBA or persons authorized by NWBA (including security and law enforcement personnel) may inspect or search storage areas, lockers, equipment, desks, computer equipment, and other NWBA property and facilities as well as staff member personal
possessions brought onto NWBA’s premises including its parking areas, including but not limited to staff member knapsacks, purses, briefcases, computer files, hard drives, and disks, and vehicles. Staff members should have no expectation of privacy as to NWBA property and as to staff member personal possessions and vehicles brought onto NWBA’s premises.

**Workplace Violence Prevention**

NWBA is committed to preventing workplace violence and to maintaining a safe work environment. NWBA has adopted the following policy to help its staff deal with intimidation, harassment, or other threats of (or actual) violence that may occur during business hours or on its premises.

All staff members, including supervisors and temporary staff members, should be treated with courtesy and respect at all times. Staff members are expected to refrain from fighting, “horseplay,” or other conduct that may be dangerous to others. Firearms and other weapons, and other dangerous or hazardous devices or substances, are prohibited from the premises of NWBA without proper authorization.

Staff members are prohibited from conduct that threatens, intimidates, or coerces another staff member, volunteer, visitor, a customer, intern, or a member of the public at any time, including off-duty periods.

All threats of (or actual) violence, both direct and indirect, should be reported as soon as possible to the Executive Director or Director of Business Operations. This includes threats by staff members, as well as threats by volunteers, visitors, customers, vendors, solicitors, or other members of the public. When reporting a threat of violence, you should be as specific and detailed as possible.

All suspicious individuals or activities should also be reported as soon as possible to the Executive Director or Director of Business Operations. Do not place yourself in peril. If you see or hear a commotion or disturbance near your work station that may involve violence, do not try to intercede or see what is happening. If you are able to do so, report as soon as possible to a supervisor; call 911 if you feel the situation involves violence or imminent violence.

As it determines necessary, NWBA will investigate reports of threats of (or actual) violence and of suspicious individuals or activities. While confidentiality cannot be guaranteed, the identity of the individual making a report will be protected as much as NWBA considers is practical. In order to maintain workplace safety and the integrity of its investigation, NWBA may suspend staff members, either with or without pay, pending investigation.

Anyone determined to be responsible for threats of (or actual) violence or other conduct that is in violation of this policy may be subject to disciplinary action or immediate termination of employment.
NWBA encourages staff members to bring their disputes or differences with other staff members to the attention of the Executive Director or the Director of Business Operations before the situation escalates to provide NWBA with an opportunity to assist.

**Smoking/Tobacco Use**

NWBA strives to provide a work environment free of tobacco smoke, debris, and odors to all staff members. No smoking or other tobacco use is allowed inside the Association office and all smoking and other tobacco use on NWBA property must occur in smoking areas designated by NWBA. Staff who wish to take breaks for smoking or other tobacco use must use regular break and meal times. Smokers are responsible for keeping any NWBA-designated outside smoking areas clean and free of smoking or tobacco debris. NWBA has no duty to provide a smoking area, and it reserves the right to discontinue designated smoking areas in its discretion. Employees are not permitted to smoke or possess any form of marijuana on NWBA property.

**Confidentiality**

In its work, NWBA develops and maintains certain confidential information. The confidential information of NWBA belongs to NWBA and not to any individual employee. NWBA employees may have access to confidential information and are prohibited from disclosing this confidential information to anyone internally or externally without proper authorization from NWBA. Agreement to NWBA’s expectations regarding confidentiality is a condition of employment.

Confidential information includes, but is not limited to, information concerning human resources and personnel, athletes, legal matters, NWBA business and financial documents, business plans, internal communications, court proceedings, communications with NWBA’s legal counsel, documents containing confidential or proprietary information (including, but not limited to sponsor agreements and other contractual terms), or other sensitive matters about which employees generally do not have a need to know.

Every employee is required to safeguard confidential information and should take the following precautions:

- Secure NWBA confidential information (e.g., payroll, credit card numbers, addresses, health information, Social Security numbers, etc.) including locking the data or information in a secure environment, password protecting, or encrypting confidential information.
- Prevent the release and avoid discussion of confidential information in the presence of others without a need to know and avoid discussing confidential information in public areas.
- Limit the reproduction and distribution of confidential information to what is absolutely necessary. Discarded documents of a confidential or sensitive nature may not be placed in any trash receptacle unless shredded.
If an employee has a question concerning whether certain information is considered confidential, and whether it is allowed to be disclosed to others, the employee should check with the Executive Director.

Reimbursement and Credit Card Use Policies

Reimbursement Policy and Credit Card Use Process

a. Reimbursement Policy
   i. The NWBA will support reimbursing both employees (full and part-time) and independent contractors within the stated policies for business related expenses.
   ii. The following policies must be followed in order for an employee to receive reimbursement from the Association office.
   iii. All NWBA employees and independent contractors are required to complete the Travel Expense Form to receive reimbursement by the association. All applicable receipts (original or copy) must accompany the travel expense report to be eligible for reimbursement. Expense reports are due to the Association on the 10th of each month for the month prior where the travel occurred. No expense report will be accepted or processed by the Association office if it is turned in more than sixty (60) days following the completion of travel. Failure to properly complete an expense report or provide needed documentation will result in the reimbursement not being processed.
   iv. Acceptable expenses: The Association will not pay per diem, but will provide reimbursement for appropriate and reasonable actual expenses for meals and other necessities while away on company business. Meals and alcoholic beverages purchased for others will be determined to be reasonable and reimbursable at the sole discretion of the Executive Director.
   v. Mileage: Travelers will be reimbursed for the roundtrip miles driven in a personal vehicle to a destination for a work-related matter. The following guidelines should be used in calculating mileage reimbursement:
      1. The mileage rate for personal vehicles is the stated IRS reimbursement rate. The rate may fluctuate based upon IRS changes. The Association office will communicate the appropriate mileage rate to the traveler.
      2. The reimbursement for mileage is to cover any fuel costs incurred on a trip and ‘wear and tear’ on the vehicle. The traveler is responsible for payment of any fuel during the trip.
      3. The starting point for all trips will be the traveler’s home address or alternative location if the traveler is not located at home once the trip begins, whichever is the shortest distance to the destination.
      4. Mileage reimbursement will be provided for travel to and from airport destinations in the traveler’s home area
5. Employees and officials traveling to the same location and if feasible are encouraged to car-pool together.

6. Employees who receive a vehicle stipend as part of the compensation will not be eligible for the full reimbursement provided by the IRS. The reimbursement rate for those employees shall be one-half (1/2) of the stated IRS rate at the time of travel.

vi. **Other:** Employees are required to use their association issued credit card to make other travel related purchases unless circumstances prevent its use (see details below on policy and procedure for using credit cards). Other miscellaneous purchase requests by the traveler that require reimbursement will need prior approval from the Executive Director or President of the Board of Directors (in the case of the Executive Director), in advance of the purchase being made. Purchases approved for reimbursement will require the original or copy of the receipt, showing proof of purchase.

b. **Credit Card Use Process**

vii. Full-time employees have NWBA corporate credit cards for business purpose use only. No officials or independent contractors will be provided a NWBA credit card and will be required to follow the reimbursement process for all necessary business related expenses.

viii. No personal use of the NWBA credit card is allowed. If a personal transaction is found on an Association office card the employee may be reprimanded or immediately terminated, in the discretion of NWBA, and will be required to immediately re-pay the Association office for the charge.

ix. All purchases on the NWBA credit card require receipts (original or copy) to be turned in at the conclusion of travel or time of the purchase.

x. **Hosting:** If an employee desires to use the credit card for hosting purposes, prior approval must be given by the Executive Director before the event. Failure to receive approval may result in reprimand or immediate termination and possible repayment to the Association office on the expense charged. If a hosting event is approved for NWBA credit card purchase while a traveler is on official association business, all hosting expenses that involve the purchase of alcohol must be kept on a separate tab by the hosting establishment.

xi. **Travel:** The following travel items must be purchased through the Association office credit card and do not need prior approval before making the transaction.

1. **Hotels:** Hotels for Association office business travel should be paid for by the NWBA credit card. All incidentals are the responsibility of the traveler personally. All reward points for hotels are property of the Association office.

2. **Airfare:** All flights for business use must book through the Association office credit card and should not be booked on personal credit card
for reimbursement. All reward points for flights are the property of the Association office. Airfare should be economy or business.

3. **Airfare Baggage:** The Association will cover appropriate baggage fees for employees travelling and the fees should be applied on the Association office credit card.

4. **Airport Parking:** The Association will cover applicable airport parking on business related trips and the fees should be applied on the Association credit card. Employee shall use the economy or long-term parking lots.

5. **Rental Car:** The Association will cover applicable rental car fees and gas fill-up for the rental vehicle on business related trips. The fees associated with renting a vehicle and filling it with gas should be applied on the Association credit card. Travelers are not allowed to ‘pre-pay’ the fuel through the rental car agency. All reward points for rental vehicles are property of the Association office.

6. **Miscellaneous Travel Items:** Any miscellaneous travel items purchased on the NWBA credit card will be reviewed by the Executive Director. Should the Executive Director deem the purchase to fall outside of official Association business or to be unreasonable in level or amount, the traveler will be required to reimburse the Association office immediately for all or part of the purchase as determined in the discretion of the Executive Director.

xii. **Miscellaneous/Other Purchase Requests:** All other purchases intended to be completed with the Association office credit card must receive prior approval by the Executive Director before completing the purchase. Failure to receive prior approval may result in a reprimand, termination, or possibly having to re-pay the Association office for the purchase, depending on the Executive Director’s determination about the seriousness of the matter.

**XX. Preferred Association Dress Code**

a. The NWBA Association office is a professional business organization. All employees will be expected to adhere to dress policies and to present themselves and represent the Association in a positive manner. The following guidelines are intended to provide general guidance on appropriate Association dress code for particular situations.

b. **Definitions:**
   
   i. **Business Professional** – For women, this means a business suit or pants suit, or dress and jacket. For men, professional dress means a business suit or a blazer, dress pants and a tie.
   
   ii. **Business Casual** – For men, business casual is a shirt with a collar and/or a sweater, dress slacks or chinos and dress shoes. Women can also wear a moderate-length dress, capris or skirt (knee-length or longer), dress shoes, flats or sandals.
c. **Association Office Dress Code:** Both business professional and business casual are considered appropriate. The employee is asked to consider what meetings, events, or duties are taking place during the course of a business day to determine the appropriate dress. More casual dress is acceptable on Fridays or if the employee is working during times when the office is closed.

d. **Official NWBA events (games and other sanctioned events):** Business professional attire.

e. **Official NWBA Travel Dress Code:** Business casual or wearing Association branded apparel is considered acceptable.
NWBA Employee Handbook Acknowledgement

I acknowledge that I have received a copy of NWBA’s Employee Handbook (rev. March 2020), which describes important information about NWBA, and understand that I should consult the Executive Director if I have questions. I understand and agree that:

This Handbook does not constitute an implied or express contract of employment or a legally enforceable promise or representation. The provisions of this Handbook can be modified by NWBA at any time, without providing advance notice or additional consideration to affected employees.

My employment with NWBA is at-will. This means that either NWBA or I can terminate my employment relationship with NWBA at any time, with or without advance notice, and with or without cause.

Nothing in this handbook constitutes a guarantee of employment for any specific duration. Only the Executive Director or President of the Board of Directors of NWBA has authority to enter into an agreement of employment for any specific duration. Any such agreement must be in writing and signed by both the employee and either the Executive Director or the President of the NWBA Board of Directors.

I understand and agree that this Employee Handbook replaces and supersedes all prior versions of the Employee Handbook.

I understand and agree that I will read and comply with the policies contained in this Handbook. I acknowledge and agree that, should I violate any of the policies in the Handbook, I may be subject to disciplinary action or termination of employment.

________________________________________
Employee Name (Printed)

________________________________________
Employee Signature

________________________________________
Date
NATIONAL WHEELCHAIR BASKETBALL ASSOCIATION TRAVEL POLICY

1. In those situations in which National Wheelchair Basketball Association is to pay the travel costs of an individual, the following procedures and methods will apply:

a. Only those individuals pre-approved for travel will have travel costs paid. Pre-approval must be secured from the Executive Director or designated staff acting in his behalf.

b. The maximum amount paid for travel will be the cost of lowest available airfare with all applicable discounts and stay overs considered, or IRS mileage reimbursement rate, whichever is less.

c. National Wheelchair Basketball Association will only pay for travel arrangements ticketed by or coordinated with the National Wheelchair Basketball Association Travel Coordinator in this case the Cain Travel.

d. All travel arrangements are to be requested of the National Wheelchair Basketball Association Travel Coordinator no less than 30 days before departure. Whenever possible, trips involving airlines should include a Saturday night stay over and take advantage of any other discount plan or allowance.

e. Any deviations to the National Wheelchair Basketball Association Travel Policy must be approved by the Executive Director prior to ticketing.

f. Any change of itinerary; requests for special arrivals, departures, destinations, airlines or class of fare; ticketing not within the time frame for maximum discount; or other factor which increases the cost of the airfare other than that method described above, shall result in the individual being responsible for the cost overage.
NWBA EXPENSE VOUCHER

SUBMIT TO:
National Wheelchair Basketball Association
1130 Elkton Drive, Suite A
Colorado Springs, CO. 80907
719-266-4082 Office  719-266-4876 Fax

Payee: ____________________________ Phone: ______________________
Mailing Address: ___________________________________________________

RECEIPTS MUST BE ATTACHED IN ORDER TO PROCESS REIMBURSEMENT

Date(s) ________________________________

Purpose of trip: ___________________________________________________

Travel (airfare, mileage at IRS rate) $ __________
Lodging $ __________
Meals (Actual reasonable expense) $ __________
Misc. approved travel expenses (taxi, tolls, etc.) $ _______
Telephone (reason for call(s) must be documented) $ _______
Luggage maximum allowance $50 $ _______
Other (be specific) ________________________________ $ _______

TOTAL $ _______

I certify that the above expenses were incurred for NWBA business.

Signature: ________________________________ Date ______________

Approval:

Signature: ________________________________ Date: ______________

Will Waller, CEO & Executive Director

For Office Use Only

Budget Covering Expense ________________________________
Expense Account ________________________________
Check Number and Date Paid ________________________________