WELCOME TO GOODWILL OF GREATER WASHINGTON!

Dear Team Member:

Welcome to Goodwill of Greater Washington (GGW). You have become a part of an organization that values and exemplifies Respect, Integrity, Services and Excellence. As one of GGW's valued Team Members, you will play an important role in making GGW's mission a reality – *to transform lives and communities through the power of education and employment*. It is my desire that you find the culture welcoming, where you feel you can provide value and continue to learn and grow in your career.

Our vision is to create a community where people are empowered to achieve their fullest potential and RISE to their highest level of personal success. I look forward to your personal success and happiness by being a member of our organization.

Sincerely,

Catherine Meloy President and CEO

TEAM MEMBER HANDBOOK

TABLE OF CONTENTS

<u>Secti</u>	<u>on</u>	<u>Topic</u>
1	1.2 1.3 1.4	About Goodwill of Greater Washington Introduction Our Mission Our Core Values Goodwill Vision Diversity, Equity, and Inclusion Statement
2	2.3 2.4 2.5 2.6 2.7 2.8 2.9 2.10 2.11 2.12	Employment Policies Equal Employment Opportunity and Affirmative Action At-Will Employment Reasonable Accommodations for Team members with Disabilities Information in Alternative Formats Recruitment New Team Member Orientation Personnel Records Team Member Definitions Employment of Relatives Employment References and Verifications Background Checks and Criminal Convictions Verification of Credentials Verification of Work Eligibility
3	3.1 3.2 3.3 3.4 3.5 3.6	Standards of Conduct Code of Conduct 3.1-1 Disciplinary Procedures 3.1-2 Grounds for Immediate Termination 3.1-3 Serious Infractions Drug-Free Workplace Conflict of Interest Dress Code Personal Phone Calls Business Confidentiality

- 3.7 Solicitation and Distribution
- 3.8 Gift Policy
- 3.9 Barter Policy
- 3.10 Press/Media Inquiries
- 3.11 Subpoenas, Search Warrants and Legal Investigations
- 3.12 Computer, Internet and E-mail Acceptable Use
- 3.13 Absences, Attendance and Punctuality
- 3.14 Building Security
- 3.15 Team Member ID Badges
- 3.16 Communication in the Workplace

4 Performance Management

- 4.1 Job Descriptions
- 4.2 Initial Employment Period
- 4.3 Performance Appraisal Program
- 4.4 Promotions

5 Payroll Information

- 5.1 Compensation
- 5.2 Pay Schedule
- 5.3 Overtime Pay
- 5.4 Hours Worked
- 5.5 Recording Hours Worked
- 5.6 Required Meal and Rest Breaks
- 5.7 Deduction in Wages

6 Time Off Policies

- 6.1 Holiday Pay
- 6.2 Paid Time Off
- 6.3 Scheduling Use of PTO
- 6.4 Leave Without Pay
- 6.5 Bereavement
- 6.6 Jury Duty and Court Appearances
- 6.7 Voting
- 6.8 Military Leave
- 6.9 Paid Family Leave
- 6.10 Family & Medical Leave (FMLA)
- 6.11 Disability Coverages
- 6.12 Personal Leave of Absence

7 **Benefits** 7.1 Health and Welfare Benefits 7.2 Medical/Dental/Vision Coverage 7.3 Flexible Spending Accounts (FSAs) 403(b)/401(k) Retirement Plan 7.4 7.5 Life and AD&D Insurance 7.6 Tuition Assistance Program 7.7 Employee Assistance Program (EAP) 7.8 Dayforce Wallet (Same Day Pay) 7.9 Caring Fund 7.10 Team Member Discount and Purchase 7.11 Consolidated Omnibus Budget Reconciliation Act (COBRA) 7.12 Changes in Benefits Coverage 7.13 Changes in Beneficiary Designations 8 **Work Conditions** Management's Commitment to a Positive Work Environment 8.1 8.2 Workplace Violence Harassment Free Workplace 8.3 8.4 Grievance Policy 8.5 Open Door Policy Whistleblower Policy 8.6 9 **Workplace Health and Safety** 9.1 **Inclement Weather Policy** 9.2 **Emergency Preparedness** Communicable Diseases 9.3 9.4 Smoke Free Workplace Privacy Notice to GGW Team Members and Clients 9.5 9.6 Visitors in the Workplace Workers Compensation 9.7

10 Leaving GGW

9.8

- 10.1 Job Abandonment
- 10.2 Reapplying with GGW
- 10.3 References & Referrals
- 10.4 Unemployment Insurance

Record Retention and Destruction



Section 1

About Goodwill of Greater Washington

- 1.1 Introduction
- 1.2 Our Mission
- 1.3 Our Core Values
- 1.4 Goodwill Vision
- 1.5 Diversity, Equity, and Inclusion Statement

1.1 INTRODUCTION

Welcome!

This Team Member handbook includes key personnel policies, procedures, and guidelines for Team Members of Goodwill of Greater Washington (GGW) and all related programs and companies. However, certain policies in this handbook may not apply to certain government contract programs.

This handbook has been designed with your success in mind. It is our desire that you have a successful and positive working experience at GGW. Each Team Member is expected to read this handbook carefully and is encouraged to contact their manager or a member of the People and Culture Team if there is anything that is unclear. It is a valuable reference for understanding Team Member responsibilities and how each Team Member is an important part of contributing to GGW's mission.

It is difficult to anticipate every situation that could arise during employment, and this handbook may not cover the specifics for every Team Member. Additionally, GGW's policies, procedures and benefits are under constant review and updates to this handbook may be made periodically. The most current edition of this handbook and a complete list of organizational policies and procedures can be found on GGW's home intranet site.

If you have questions about the information in this handbook, or if you have a question not answered in the handbook, please see your manager or a People and Culture representative. They will be happy to provide assistance.

We are here to support you and wish you success in your career at GGW!

1.2 Mission Statement

Goodwill of Greater Washington's mission is to transform lives and communities through the power of education and employment.

1.3 Core Values

RESPECT- We treat everyone with respect, compassion and dignity, honoring their contributions and differences.

INTEGRITY- We conduct our business with integrity, accountability and concern for the environment.

SERVICE- We serve, empower and advocate for our clients and each other.

EXCELLENCE- We pursue a vision of excellence and continuous improvement to better the lives of those we serve.

1.4 Goodwill Vision

We are building a community where people are empowered to achieve their fullest potential and *RISE* to their highest level of personal success.

1.5 Diversity, Equity, and Inclusion Statement

At Goodwill of Greater Washington, WE BELIEVE...

- Diversity of individuals must be celebrated.
- Our core values of Respect, Integrity, Service, and Excellence (RISE) are achievable when we intentionally champion inclusion and foster a civil workplace.
- These principles extend to the businesses we align ourselves with and the community we serve.
- We can **RISE** together and achieve our highest level of personal success only when everyone is provided with the necessary resources in a non-discriminatory, equitable, open-minded, and multi-cultural environment.
- We believe ideas and differences are welcomed here and are rights for all that can only be achieved together. We are Goodwill.



Section 2

Employment Policies

- 2.1 Equal Employment Opportunity and Affirmative Action
- 2.2 At-Will Employment
- 2.3 Reasonable Accommodations for Team Members with Disabilities
- 2.4 Information in Alternative Formats
- 2.5 Recruitment
- 2.6 New Team Member Orientation
- 2.7 Personnel Records
- 2.8 Team Member Definitions
- 2.9 Employment of Relatives
- 2.10 Employment References and Verifications
- 2.11 Background Checks and Criminal Convictions
- 2.12 Verification of Credentials
- 2.13 Verification of Work Eligibility

2.1 Equal Employment Opportunity and Affirmative Action

Based on our core values, Goodwill of Greater Washington (GGW) will seek to ensure that management and Team Members act responsibly and with sensitivity to the cultural diversity among its staff. GGW is committed to an employment policy prohibiting discriminatory practices in every condition of employment including on the basis of race, age, color, religion, gender or expression of gender identity, national origin, political affiliation, disability, matriculation, personal appearance, sexual orientation, family responsibilities, familial status, veteran status, marital status, pregnancy, childbirth, genetic background, or any other legally protected characteristic. GGW is committed to promoting affirmative action for women, minorities, veterans, persons with disabilities and any other category as prescribed by law. GGW prohibits any form of harassment, retaliation, intimidation, threats, coercion or discrimination against any Team Member or applicant who may engage in any protected activities.

GGW will not discharge or in any other manner discriminate against Team Members or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another Team Member or applicant. However, Team Members who have access to the compensation information of other Team Members or applicants as a part of their essential job functions cannot disclose the pay of other Team Members or applicants to individuals who do not otherwise have access to that compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by GGW, (c) consistent with GGW's legal duty to furnish information, or (d) necessary for the performance of the Team Member's job duties at GGW.

GGW is committed to an employment policy prohibiting discriminatory practices in every condition of employment and promoting affirmative action for women, minorities, veterans, persons with disabilities and any other category as prescribed by law. Because of this commitment, GGW has developed an Affirmative Action Plan. The Plan has been developed in accordance with the following laws (as amended): Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, Genetic Information Nondiscrimination Act of 2008, and Executive Order 11246. The Plan, the principals behind it and the procedures delineated in this policy, applies to all matters of recruitment and employment including employment agencies and advertising, compensation and opportunities for advancement, upgrading, promotions, demotions, transfers, selection for training, work assignment and termination of employment. The Plan is applicable to all exempt, non-exempt, salaried, hourly, full-time and part-time positions.

It is GGW's full intention to ensure that recruiting efforts are open to a diverse group of candidates; that all aspects of GGW personnel policies, programs, practices, and operations are applied equally to all Team Members; and that training and the possibility of advancement are open to all wishing to make investments in their careers without regard to race, age, color, religion, gender or expression of gender identity, national origin, political affiliation, disability, matriculation, personal appearance, sexual orientation, family responsibilities, familial status,

veteran status, marital status, pregnancy, childbirth, genetic background, or any other legally protected characteristic.

Plan Monitoring:

To assure compliance with the Plan and EEO regulations, a member of the People and Culture Team will be specifically named and appointed as the Equal Opportunity and Affirmative Action Officer. As such, the Officer will administer and monitor the Plan and diversity initiatives and make periodic reports to the President and CEO.

Dissemination of Information:

As a condition of employment, each Team Member of GGW is required to comply with the Plan. In an effort to inform Team Members of and ensure compliance with the Plan, each Team Member is required to acknowledge receipt of the Team Member Handbook. Specific details regarding implementation of the Plan are made available to Team Members through the People and Culture Team, and more specifically, through the Equal Opportunity and Affirmative Action Officer.

Managers and Supervisors are provided with periodic training on GGW personnel policies regarding the Plan and any other regulations that may affect GGW employment policies or procedures.

Protected Activities

GGW prohibits any form of harassment, retaliation, intimidation, threats, coercion or discrimination against any Team Member or applicant who may engage in any of the following protected activities:

- Filing a complaint;
- Assisting with or participating in an investigation, compliance review, hearing or any
 other related activity particularly with relation to the administration of Section 503 of the
 Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment
 Assistance Act of 1974 ("VEVRAA"), or any other federal, state or local law requiring
 equal opportunity for disabled persons or protected veterans;
- Opposing any act or practice made unlawful by Section 503, VEVRAA or their regulations or any other federal, state or local law requiring equal opportunity for persons with disabilities or protected veterans; and
- Exercising any other right protected by Section 503, VEVRAA or their implementing regulations.

Pay Transparency Policy Statement

GGW will not discharge or in any other manner discriminate against Team Members or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another Team Member or applicant. However, Team Members who have access to the compensation information of other Team Members or applicants as a part of their essential job functions cannot disclose the pay of other Team Members or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding,

hearing, or action, including an investigation conducted by GGW, or (c) consistent with GGW's legal duty to furnish information.

2.2 At-Will Employment

This Team Member Handbook does not constitute a guarantee that employment will continue for any specified period or end only under certain conditions. This Team Member Handbook does not constitute an expressed or implied contract of employment or warranty of any benefits. Employment within this organization is a voluntary employment-at-will relationship for no definite period. Regardless of anything which may appear in this Handbook or any other publication, policy, statement or practice, Team Members have the right to terminate the employment relationship with or without cause or notice at any time and Goodwill of Greater Washington (GGW) reserves the right to do the same. Only the President and CEO has the authority to bind GGW to any agreement altering the employment-at-will relationship. Any such agreement must be in writing and signed by the Team Member and GGW's President and CEO.

2.3 Reasonable Accommodations for Team Members with Disabilities

Goodwill of Greater Washington (GGW) is firmly committed to full compliance with the Americans with Disabilities Act (ADA) as amended and applicable state and local laws ensuring equal employment opportunity for qualified individuals with disabilities. GGW will consider requests for and, as appropriate, provide reasonable accommodations for qualified individuals with disabilities, including a disability caused or contributed to by pregnancy, childbirth, a related medical condition or breastfeeding unless doing so would result in an undue hardship on the organization. This policy governs all aspects of employment as outlined in Section 2.1.

An individual who believes that he or she has a disability and requires an accommodation in order to perform the essential functions of their job should contact their supervisor or People and Culture representative. GGW will work with the Team Members to determine if a reasonable accommodation is necessary and what the accommodation would require.

In determining whether an individual can perform the essential functions of the job, with or without a reasonable accommodation, GGW will identify the essential functions of the job, if not already identified, and decide whether the individual can perform the functions identified as essential. If GGW finds that the individual cannot perform one or more essential functions because of the disability, it will determine whether a reasonable accommodation can be provided that would allow the individual to perform the essential functions of the job. Reasonable accommodations may include:

- (1) Changing the Team Members job duties,
- (2) Changing the Team Members work hours,
- (3) Relocating the Team Members work area,

- (4) Providing mechanical or electrical support,
- (5) Transferring the Team Member to a less demanding or less hazardous position, or
- (6) Providing leave.

In identifying potential accommodations, GGW generally will consult with the individual and other appropriate GGW staff to identify potential accommodations and evaluate their effectiveness and fairness, including determine whether any of the accommodations would pose an undue hardship on the operation of its business. If the People and Culture team determines that an accommodation will create an undue hardship on the organization following the completion of the analysis, the President and CEO will make a final determination whether an accommodation is possible.

A Team Member requesting a reasonable accommodation of a disability will be required to provide a certification from the Team Members health care provider that includes the date the reasonable accommodation became medically advisable, the probable duration of the accommodation, and an explanatory statement as to the medical advisability of the accommodation, or any other information consistent with applicable laws. GGW will keep all medical-related information confidential in accordance with the requirements of applicable laws and will retain such information in separate confidential files.

GGW prohibits retaliation against Team Members for making a request for or using reasonable accommodations under this policy.

2.4 Information in Alternative Formats

Goodwill of Greater Washington will make every effort to accommodate applicants and Team Members in need of written material in alternate formats such as Braille, Large Type and Audio Files. Team Members who feel they require information in an alternate format or translation should contact the People and Culture Team.

2.5 Recruitment

It is Goodwill of Greater Washington's (GGW) policy to provide all internal and external candidates a fair and equal opportunity to apply for any open position within the organization for which they are qualified. Open positions with GGW are posted internally for a minimum of five (5) business days to notify current Team Members of available opportunities. In addition to the internal posting process, GGW may consider and contract with external sources including newspapers, industry publications, websites, professional associations and employment agencies to identify and recruit external applicants. To apply for a posted job, interested Team Members must have been employed by GGW for 90 days. The interested Team Member should submit a completed employment application online by the closing date of the job posting. All eligible GGW Team Members will be given full consideration for the position for which they are applying. Disability based accommodations are available for those

unable to complete an application online. See the People and Culture Team for additional details.

A member of the People and Culture Team will review the pool of applicants. Candidates will be interviewed and evaluated in accordance with GGW's established employment policies and procedures. Employment offers for retail and production staff are confirmed by the Retail Recruiter, in coordination with the hiring manager. Employment offers for managerial positions are coordinated by the People and Culture Team and may be confirmed in writing.

Background checks and drug screenings may be performed on individuals hired or promoted into managerial positions or positions with access or responsibility for GGW assets within 30 days of employment.

2.6 New Team Member Orientation

New Team Members are required to attend a mandatory New Hire Orientation (NHO). NHO is designed to familiarize the new Team Member with their new working environment and the Goodwill of Greater Washington (GGW) organization. During this orientation new Team Members will learn about GGW's history, mission, core values (RISE), dress code, policies, and procedures as well as individual performance expectations. The new hire orientation will enable the new Team Member to understand the organization as a whole and have a successful transition into their new position.

Orientation includes an introduction to customer service training, disability awareness and cultural competency, and job-specific overview training for all positions. Additionally, Team Members will complete online orientation seminars at their site on safety procedures and policies, general Team Member policies, and in some cases an overview of their employment benefits. The new Team Member will have the opportunity to meet representatives from key Teams to learn the importance of each division and how intricate each Team is to Goodwill's overall mission. At the end of the orientation, the new hire will have completed all new hire forms and addressed any questions or concerns relating to their job functions. The new hire orientation will enable the new Team Member to understand the organization as a whole and have a successful transition into their new position. Team Members who have not attended orientation should contact the People and Culture Team immediately.

2.7 Personnel Records

Official Team Member personnel records are maintained only by the People and Culture team. Information contained in the Team Member's personnel file is confidential and is treated as such. Only authorized individuals with legitimate business need to know or those granted specific written consent by the Team Member, or when required by court order or action will be granted access to these files.

Contents

The personnel file consists of documents such as the Team Member's resume and employment application; status changes such as a promotion, reassignment or salary changes; training or educational activities; performance appraisals; commendations; and Team Member discipline forms. Separate files are maintained for I-9 immigration and reverification forms, health and other benefit forms and applicant data records.

File Access

Information contained in the Team Member's personnel file is confidential and is treated as such. Only authorized individuals with legitimate business need to know or those granted specific written consent by the Team Member, or when required by court order or action will be granted access to these files. Team Members have the right to review their personnel file while employed. Team Members may review their file by appointment only. A Team Member file remains the property of Goodwill of Greater Washington (GGW) when employment ends. GGW reserves the right to charge for copies of documents should a request be deemed excessive.

Team Member File Retention

GGW retains Team Member personnel records for seven (7) years from date of separation. I-9 forms are retained for three (3) years from the date of hire or for one (1) year after employment is terminated, whichever is later. For retention requirements of other company documents, please contact the People and Culture Team.

2.8 Team Member Definitions

Job positions at Goodwill of Greater Washington (GGW) are categorized in many ways. It is important to have an understanding of your job category as it may impact your benefits and determine eligibility for overtime pay. Job classification can be found on all GGW's job descriptions.

Definitions of Team Member Classifications

Exempt

An exempt Team Member is exempt from the overtime pay provisions of the Fair Labor Standards Act (FLSA) and is not entitled to overtime payments. Exempt Team Members are paid on a salary basis and include, but are not limited to, administrative, executive and professional Team Members.

Non-exempt

A non-exempt Team Member is subject to the minimum wage and overtime provisions of the FLSA and is typically paid either on an hourly or salary basis.

Temporary Team Member

A temporary Team Member is hired either part- or full-time for a specified, limited period. A temporary Team Member may be classified as exempt or non- exempt. This is not

synonymous with an individual who works for a staffing agency and is temporarily working at GGW. Such individuals are Team Members of that agency. Temporary Team Members are ineligible for GGW benefits. They are expected to abide by GGW policies, procedures and standards while conducting business on behalf of GGW. Such positions may include, but are not limited to, trainees, certain temporary staff, interns, on-the-job training staff, or students from GGW's Workforce Development educational program. A Team Members whose position is funded by a grant and whose employment has a specific end date will be considered a regular GGW Team Member unless the terms of his or her offer of employment state differently.

Full-time

A full-time Team Member consistently works a minimum thirty (30) hour work week and is hired for an indefinite period. Full-time Team Members may be classified as either exempt or non-exempt.

Part-time

A part-time Team Member consistently works less than a thirty (30) hour work week and is hired for an indefinite period. A part-time Team Member may be classified as either exempt or non-exempt.

Executive Staff

Salaried personnel who are directly responsible for the management and administration of the Team Member programs in their respective divisions. Executive staff includes the President and CEO, Vice Presidents, Chief Integration Officer (CIO), Chief Financial Officer (CFO), Chief of Expansion (COE), Chief People and Culture Officer, Chief of Staff, Chief Collaboration, Communication, and Marketing Officer (CMO) and the Chief Community Impact & Sustainability Officer. Executive staff are full-time exempt Team Members.

Administrative Staff

Personnel whose employment directly relates to the responsibility for the provision of needed services and the carrying out of agency policy. Administrative staff can be full- or part-time, exempt, and non-exempt.

Service Contract Act Staff (SCA)

Hourly personnel in positions assigned to government contract sites. SCA staff typically consists of supervisors, lead custodians, custodians, lab assistants, ware washers, general maintenance workers, HVAC mechanics, material handlers, forklift operators, elevator operators and grounds workers. SCA staff can be full- or part-time, exempt, and non-exempt.

Best Kept Buildings (BKB) Custodial

Hourly personnel in positions assigned to various locations. BKB Commercial staff typically consists of supervisors, lead custodians, custodians, grounds workers and processors. Hourly BKB staff members are considered non-exempt and can be full- or part-time, disabled, non-disabled or disadvantaged.

Donated Goods Staff

Hourly personnel in GGW's retail stores, production areas and donation sites. Donated Goods staff typically consists of sales Team Members, donation attendants, processors, key holders, team leaders, stock clerks, drivers, driver's helpers, e-commerce Team Members and customer service representatives. Team Members with processing responsibilities are employed by GGW subsidiary, Best Kept Buildings, Inc. With the exception of management staff, Donated Goods staff are usually considered non-exempt and can be full- or part-time, disabled, non- disabled or disadvantaged. Retail management staff, including general managers, retail managers, assistant retail managers, production managers and assistant production managers, are classified as professional staff.

Goodwill Excel Center Staff

Personnel whose employment directly relates to the work of the Goodwill Excel Center and typically consists of teachers, lead teachers, coaches, lead coaches and administrative staff. Goodwill Excel Center Staff can be full- or part-time, exempt, and non-exempt.

Consultants

Persons contracted by written agreement to fulfill the needs of the organization on an interim or temporary basis. Consultants are not Team Members of GGW and are therefore ineligible for benefits. Although not Team Members of GGW, consultants are expected to follow GGW's policies and abide by its rules and regulations.

2.9 Employment of Relatives

Goodwill of Greater Washington (GGW) prohibits the employment of immediate family members in a supervisory/subordinate capacity. Should this situation arise, the Team Member in the supervisory role must immediately notify his or her supervisor of the situation. GGW will attempt to find another suitable position within the organization to which one of the Team Members may transfer.

A member of an Team Member's immediate family will be considered for employment by GGW provided they possess all qualifications for employment and their employment would not create a direct conflict of interest. Immediate family members may not work under the direct supervision of each other. Immediate family members are defined as a child, stepchild, sibling, spouse, parent, stepparent or grandparent. This policy also includes Team Members who are dating and/or in a committed relationship.

The same requirements apply for Team Members who marry or otherwise become members of the same household. Should a conflict of interest arise, the Team Member in the supervisory role must immediately notify his or her supervisor of the situation. GGW will attempt to find another suitable position within the organization to which one of the Team Members may transfer. However, GGW reserves the right to require that one of the Team Members leave GGW's employment if necessary, in accordance with applicable laws.

2.10 Employment References and Verifications

Only the People and Culture Team is authorized to provide work references and employment verifications. Under no circumstances should any individual outside of the People and Culture Team provide employment verifications or references for current or former Goodwill of Greater Washington Team Members. If you have employment verification that needs to be completed, please contact the People and Culture Team.

2.11 Background Checks and Criminal Convictions

Background checks are completed by the People and Culture Team and are required for all new hires at Goodwill of Greater Washington (GGW). The employment offer is conditional and depends on the outcome of a background check which is usually completed within ten (10) days of the hire date. Criminal convictions will not necessarily disqualify an individual from employment. The decision to hire an applicant who has a criminal conviction is at the discretion of the People and Culture Team, in accordance with applicable law. The President and CEO reserves the right to override any decision related to hiring.

Team Members who are convicted of a crime during their employment with GGW must notify the People and Culture Team within five (5) working days of the conviction. Failure to do so may be grounds for immediate termination as indicated in Section 3.1-2 of GGW's Team Member Handbook.

2.12 Verification of Credentials

Credentials review is the process of obtaining, verifying, and assessing the qualifications of an applicant. The purpose of verifying credentials data is to ensure the individual being considered for employment is the same individual identified in the credentialing documents; the applicant has attained the credentials as stated; the applicant's credentials are current; and there are no challenges to any of the applicant's credentials. The highest educational degree claimed, and professional credentials related to the position will be verified.

To assure the integrity of the data provided, verification of education and professional credentials will be obtained directly from the issuing source. Goodwill of Greater Washington (GGW) uses an external vendor to conduct credential verification. Documents will not be accepted from the applicant in lieu of direct confirmation from the issuing source. All verifications typically will be completed within 30 days from the date of initial employment.

Based upon a review of the position description, GGW will verify credentials and other information significantly related to job qualifications. Credentials may include degrees awarded, professional licenses, professional registrations and professional certifications. Other information may include prior work or study experience.

All current certifications and licenses required for the position should be updated and will be verified at the time of expiration or annually, whichever is shorter. Any new educational degrees, licenses or certifications obtained since the last verification should also be confirmed during the next annual review.

Upon discovery of any falsification or nondisclosure prior to employment, the applicant shall be disqualified from any further consideration for the position for which applied. Such rejection may not bar an individual from applying for other positions which may subsequently become available, provided a new application with accurate data is filed. Willful falsification of credentials or other information significantly related to job qualifications or responsibilities which is later discovered on the application from which the hiring decision was made will result in dismissal from GGW (as indicated in section 3.1-2 of GGW's Team Member Handbook).

2.13 Verification of Work Eligibility

Goodwill of Greater Washington (GGW) requires all Team Members to provide the necessary work documents to confirm their eligibility to work in the United States. GGW does not knowingly hire or employ undocumented workers. GGW is diligent in obtaining valid work documents for each individual we employ. If a Team Member does not have the acceptable work documents that enables him or her to work, or continue to be eligible to work in the U.S., GGW will comply with the rules and regulations of the United States Citizenship and Immigration Services (USCIS) and will take immediate action, as prescribed by regulation, to separate the individual from GGW's employment. Depending on the circumstances, the Team Member may be eligible for rehire upon obtaining valid work documents that meet the criteria of the USCIS if there is a position available. GGW uses E-Verify to confirm employment eligibility for all newly hired Team Members within the United States.



Section 3

Standards of Conduct

- 3.1 Code of Conduct
 - 3.1-1 Disciplinary Procedures
 - 3.1-2 Grounds for Immediate Termination
 - 3.1-3 Serious Infractions
- 3.2 Drug-Free Workplace
- 3.3 Conflict of Interest
- 3.4 Dress Code
- 3.5 Personal Phone Calls
- 3.6 Business Confidentiality
- 3.7 Solicitation and Distribution
- 3.8 Gift Policy
- 3.9 Barter Policy
- 3.10 Press/Media Inquiries
- 3.11 Subpoenas, Search Warrants and Legal Investigations
- 3.12 Computer, Internet and E-mail Acceptable Use
- 3.13 Absences, Attendance and Punctuality
- 3.14 Building Security
- 3.15 Team Member ID Badges
- 3.16 Communication in the Workplace

3.1 Code of Conduct

Goodwill's outstanding reputation and continued success depend on the conduct of each of its Team Members – especially with respect to the shared values of respect, integrity, service and excellence. Although each Goodwill Team Member makes ethical decisions as individuals, all Team Members share a collective responsibility to do the right thing in all Goodwill matters.

To ensure the continued high quality of Goodwill's work and reputation, and that the workplace is governed by the highest ethics, professionalism, collegiality, and respect for all persons, all while advancing Goodwill's diversity, equity and inclusion initiatives, each Goodwill Board member, officer and Team Member (employee) shall adhere to both the letter and spirit of the following standards. Note that, at Goodwill, employees are referred to as "Team Members". However, throughout this document, references to "Team Members" include not only employees of Goodwill, but also Board Members and officers of Goodwill.

This Code supplements Goodwill's personnel policies and other policies that may be published from time to time. The President & CEO may revise this Code at any time. Any person who violates this Code or other related Goodwill Policy is subject to remedial and/or disciplinary action (up to and including termination of employment). In addition, some violations may result in referral for civil or criminal prosecution.

A. General Principles

Goodwill Team Members pledge to:

Marketing and Communications Activities:

- A) Practice honest, transparent and timely communication to facilitate the free flow of essential information in accord with the public interest.
- B) Ensure that all services and products are promoted in a manner that promotes respect for our Team Members and the people receiving services, as well as sensitivity to cultural values and beliefs.
- C) Protect the privacy of people served and use their stories only with their expressed, written permission.
- D) Disseminate accurate information and promptly correct any erroneous communication for which Goodwill may be responsible.

Service Delivery:

- A) Maintain the confidentiality of information regarding persons served and not discuss confidential information related to persons served unless related to the Team Member's job responsibilities.
- B) Strive to provide quality services at all times.

- C) Not discriminate against any customer on the basis of race, age, color, religion, gender or expression of gender identity, national origin, political affiliation, disability, matriculation, personal appearance, sexual orientation, family responsibilities, familial status, veteran status, marital status, pregnancy, childbirth, genetic background, or any other legally protected characteristic.
- D) Provide reasonable accommodations for all customers in accordance with the Americans With Disabilities Act and any other legal requirements.

B. Corporate Compliance Officer and Corporate Compliance Committee

To ensure that all Team Members pay consistent attention to maintaining Goodwill's ethics and high standards, Goodwill's General Counsel & Corporate Compliance Officer and Corporate Compliance Committee are charged with (i) monitoring performance under the Code and (ii) resolving any matter referred to it.

The Corporate Compliance Committee consists of at least three persons appointed from time to time by the President & CEO. The Committee reports directly to the President & CEO and the Compliance Officer.

Goodwill's Corporate Compliance Officer can be reached at:

(202) 719-1235

1140 3rd Street, NE, Suite 350 Washington, DC 20002

The Goodwill "tip line" can be used to leave a confidential message (which may be left anonymously) reporting a violation of Goodwill's Code of Conduct. The "tip line" is monitored by the General Counsel & Corporate Compliance Officer.

The "tip line" number is: 202-715-2655.

C. Conflict of Interests Policy, Whistleblower Policy, and Document Retention Policy

The Conflict of Interests, Whistleblower, and Document Retention Policies, although located elsewhere, are each integral parts of this Code of Conduct.

II. Entertainment, Gifts, and Contributions

Goodwill procures supplies, materials, and services based solely on quality, cost, and performance, and provide goods and services based solely on the merits of those goods and services.

A. Soliciting or Receiving Gifts

Team Members must never offer, give, solicit, or receive any form of bribe or kickback. Doing so can be a criminal act.

A Team Member and members of his/her family may not request or accept gifts, entertainment, services, travel, lodging, accommodations, or any other form of compensation or personal benefit (other than those with a value of less than \$100) from anyone that does business with Goodwill. This restriction applies to a Team Member's family members only to the extent that the gift can be interpreted to influence the Team Member. A Team Member may not accept monetary gifts in any amount or form under any circumstances.

Acceptance or sponsorship of reasonable business entertainment activities is not considered improper provided such activities are infrequent, do not involve lavish expenditures, take place in a setting that is appropriate to the business at hand, and are customary to the practice of conducting Goodwill's business.

If, under special circumstances, a Team Member believes s/he should be permitted to accept a substantial gift, s/he must have the President & CEO's and the General Counsel & Corporate Compliance Officer's prior written consent before accepting it.

If a Team Member finds it impossible or unreasonable to avoid receiving a gift s/he is not permitted to receive under this Code, s/he must (i) immediately disclose to the President & CEO and General Counsel & Corporate Compliance Officer that s/he has received such a gift and (ii) abide by any determination that Goodwill makes about what s/he must do with it.

B. Giving Gifts

When it is appropriate to do so, and a Team Member is expressly authorized to do so on Goodwill's behalf, s/he may give gifts to our current or potential vendors, other business partners, or their principals. To be acceptable under this policy, these gifts must cost no more than \$100 per person, and they must meet the standards of ethical business conduct.

In no case shall any gift to a current or potential vendor, other business partner or their principals involve any element of concealment or violate any applicable laws or regulations.

A Team Member may provide food and entertainment for individuals with whom Goodwill does business if such is reasonable, appropriate, and consistent with the Team Member's duties and with Goodwill's public interest purposes. In any event, however, before giving any gift or providing food or entertainment for any non-Goodwill person, the Team Member must have the consent of a Goodwill officer who is authorized to approve such expense.

C. Giving Gifts to Government Employees

Team Members may provide gifts, favors, or entertainment to *government officials* or *government employees* only if they strictly follow these guidelines:

 As a general rule, government officials or government employees may not accept entertainment, meals, gifts, gratuities, or other things of value from those with whom their departments or agencies do business or over whom they have regulatory authority.

- Although some items may be furnished in certain limited cases, these situations are narrowly defined exceptions and are subject to change. For example, a Team Member may ordinarily distribute small mementos or provide modest refreshments to government officials and government Team Members during a Goodwill-sponsored meeting or event.
- Consult with the President & CEO or the General Counsel & Corporate Compliance
 Officer before offering or give anything no matter how small to any government
 employee.
- If the entertainment is personal or unrelated to Goodwill business, a Team Member may entertain his/her relatives or friends who work for government agencies. Of course, under these circumstances, Goodwill will not reimburse the Team Member for his/her expenses.
- The law prohibits giving money or valuable items to a foreign official with the intent of influencing that person's government.

D. Making Political Contributions

A Team member must never make a political contribution on Goodwill's behalf. If a Team Member actively takes part in the political process, s/he must do so on his/her own, at his/her own expense, and during other than regular Goodwill business hours. Although Goodwill encourages Team Members to take an active role in the political process, Goodwill will never compensate or reimburse a Team Member for any personal contribution that s/he makes or expense s/he incurs. Unpaid leave may not be taken for political activity.

Under this policy, a Team Member must never make any direct or indirect expenditures on Goodwill's behalf, whether cash, property, or service to a political party, a candidate, or an affiliate of a political party. A Team Member may, however, do so on their own.

E. Contributing to Federal, State, Local, and Foreign Elections

Goodwill never contributes, directly or indirectly, to candidates in Federal, state, local, or foreign elections. Goodwill will never use its funds or assets (including items of value or Team Member services) for political contributions in any election.

If a Team Member runs for elective office, or if s/he help others run for office, the Team Member must not use Goodwill resources to further the campaign or to support his/her work in appointed or elective positions. A Team Member must be careful to ensure that Goodwill is not Team Memberd with any of his/her political activities.

Goodwill will never compensate or in any way reimburse a Team Member for any personal political contribution that s/he makes. Goodwill also will never favor or prejudice a Team Member in any condition of employment or promotion as a result of a Team Member's making or failing to make a political contribution or engage in political activity.

F. Reimbursements

If a Team Member participates in a conference or other meeting sponsored by any entity which does or seeks to do business with Goodwill, the Team Member may accept reimbursement from that entity for only those expenses that are reasonable under the circumstances and only if s/he have obtained advance written approval from the appropriate Goodwill person(s) to attend the event and incur the expenses.

III. Dealing with Confidential Information and Goodwill Assets

A. Confidential Business Information

As a non-profit organization operating in the public interest, certain Goodwill-related information is available to members of the public on request. Goodwill is, nonetheless, entitled to maintain the confidentiality of certain confidential information which it either does not wish or is not yet ready to share with the general public.

When maintaining and storing confidential information, follow these procedures:

- Carefully label confidential information.
- Give confidential information only to Goodwill Team Members who need to know the information to carry out their responsibilities.
- Do not share confidential information with any outside organization or person.
- Safely store confidential information so that people who are not supposed to have it cannot get to it.
- If a member of the public asks for any confidential information, direct the request to the President & CEO or his/her designee.

Any confidential information that a third party gives to anyone at Goodwill is also subject to these restrictions. If a Team Member has received confidential information from a third party before s/he began to work for Goodwill, s/he should not disclose it to any Goodwill Team Member.

Information of third parties will not be considered confidential if Goodwill is not subject to any obligation to maintain the confidentiality of that information. Information of third parties will also not be considered confidential if the information has entered the public domain by means other than Goodwill personnel's breach of a duty to maintain the confidentiality of the information.

Former Goodwill Team Members remain bound by these rules of confidentiality. After any Team Member leaves a job at Goodwill, regardless of the circumstances of such leaving, s/he may not use – or share with anyone else – Confidential Information learned while employed at Goodwill. Any breach of this rule may result in legal action.

Nothing in this Code or any other Goodwill document or agreement prohibits any Team Member from lawfully reporting waste, fraud, or abuse related to the performance of a government

contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

B. Confidential Personal Information

Access to confidential information of Team Members and individuals served in Goodwill's Workforce Development Program is restricted to Goodwill Team Members with an appropriate need to know the information. Some or all of this information may also be protected as confidential by law.

All such confidential information is to be held in trust and confidence and only used for approved purposes Team Members with performing the responsibilities of the Team Member's job and may not be misused, stored, or processed for inappropriate purposes or disclosed to unauthorized persons.

Team Members shall take appropriate steps to maintain the security and confidentiality of the information, whether displayed on the IT system or stored in paper form. Such steps include the safeguarding of system passwords and securing papers and files that contain confidential information. A Team Member should be at least as careful with the personal confidential information of others as s/he is with his/her own confidential information.

If a Team Member has any question about whether a proposed recipient of personal confidential information is authorized or not, s/he should consult with his/her supervisor. All Team Members shall abide by any other policies and procedures for protecting confidential information that apply specifically to their team.

Nothing in this Code of Conduct or any other Goodwill policy prohibits a Team Member from sharing his/her own compensation information with any other person. If a Team Member learns of the compensation information of another person, there is nothing in this agreement or any other Goodwill policy that prohibits the Team Member from sharing it with anyone else. However, if the Team Member learns of the compensation information of another person as part of his/her essential job functions, the Team Member may not share that compensation information with someone who does not otherwise have access to it unless that other person needs it to do their job at Goodwill.

C. Protecting Proprietary Assets

Goodwill Team Members have a duty to maintain and protect Goodwill's property. They must respect and care for Goodwill's assets, both tangible and intangible, including buildings, equipment, electronics and supplies. Team Members may not remove any such property from Goodwill premises except (i) in order to perform responsibilities assigned to them as a Goodwill Team Member or (ii) when approved in advance by the President & CEO or a person specifically designated by her/him for this purpose.

To ensure that Goodwill maintains proper security, each Team Member must safeguard access to information, systems, and other proprietary assets by following the procedures established by

the IT team, including proper use and protection of passwords and taking other necessary precautions to guard access to Goodwill information.

Team Members must comply with the restrictions on using, copying, or disclosing software and other materials that are owned by third parties and licensed or given to Goodwill. Unless it is specified in the applicable license agreement, a Team Member may not copy licensed software. S/he must limit his/her use of third-party software and other materials to Goodwill business.

Goodwill's separately distributed policies on use of technology resources are incorporated into this Code. In order to enforce this Code or for any other reasonable purpose, Goodwill reserves the right to access, monitor, copy, record, or disclose the use of any technology resource it provides to Team Members.

D. Safeguarding Patents, Copyrights, and Other Intellectual Property Rights

Goodwill owns all products that its Team Members or consultants develop in connection with their work for Goodwill. Goodwill also owns the copyright, patent, trade secret, or proprietary right to Team Members' work products relating to or arising from Goodwill business. Work products include contact lists, designs, procedures, source codes, specifications, databases, software, plans, publications, documents, and other written materials. During the course of a Team Member's employment, Goodwill may require a Team Member to sign agreements that assign to Goodwill all rights in the work products relating to or arising from Goodwill business that the Team Member writes, conceives, or works on while s/he is employed by Goodwill.

E. Being Cost Conscious

Each Team Member is obligated to affirmatively assist in conserving Goodwill's resources so that Goodwill can optimize the dollars available to spend in direct pursuit of its mission. This includes (i) using all reasonable efforts to obtain materials and services of appropriate quality at the best possible price and (ii) using Goodwill resources responsibly, avoiding waste, inefficiency, or extravagance in Goodwill activities and operations. Team Members should be at least as cost-conscious with Goodwill's resources as they are with their own.

F. Using Goodwill's Name and Assets; Media and Social Media

Unless a Team Member has received prior permission from the President & CEO, s/he may not use Goodwill's name, logo or trademarks for any commercial purpose and may not use Goodwill's influence, funds, or other assets in connection with any outside activity. A Team Member may not indicate or even imply that any connection exists between Goodwill and his/her outside commercial activities. In addition, Team Members may use electronic means of communication supplied by Goodwill (such as e-mail and Internet access) only in accordance with the established Goodwill policies and procedures.

If a newspaper or other media asks to interview a Team Member as a spokesperson for Goodwill, the Team Member may not grant the interview unless s/he has received prior approval from the President & CEO or Chief Collaboration, Communication, and Marketing Officer.

Any blog or other social media site that is managed by a Goodwill Team Member on behalf of Goodwill or a Division of Goodwill, and any external comments or social media postings by a Goodwill Team Member on behalf of Goodwill, shall be written, managed and/or approved by the Chief Collaboration, Communication, and Marketing Officer or the President & CEO.

If a Team Member writes letters to members of Congress or to political bodies, s/he must not indicate or even imply that s/he is speaking on behalf of Goodwill. If s/he does write such letters, s/he may not use any Goodwill materials or services. (This restriction includes stationery, electronic letterhead and supplies.)

Similarly, if a Team Member writes an article, book, social media posting or other document for publication, s/he should express only his/her personal opinions. A Team Member may not represent themselves as a spokesperson for Goodwill. If Goodwill is a subject of the content the Team Member is creating, s/he should be clear and open about the fact that s/he is a Team Member and make it clear that his/her views do not represent those of Goodwill or fellow Team Members. If a Team Member publishes a blog or post online related to the work s/he does or subjects Team Members with Goodwill, s/he should make it clear that s/he is not speaking on behalf of Goodwill. It is best for a Team Member to include a disclaimer such as "The postings on this site are my own and do not necessarily reflect the views of Goodwill." Prior to publishing any document on Goodwill's behalf, a Team Member must have the prior written approval of the President & CEO or Chief Collaboration, Communication, and Marketing Officer.

G. Corporate Opportunities

All Board members, officers, and Team Members are prohibited from: (1) taking for themselves personally opportunities related to Goodwill's business; (2) using Goodwill's property, information, or position for personal gain or for the benefit of family or friends; or (3) competing with Goodwill for business opportunities, provided, however, that this prohibition shall not apply if a determination is properly made that Goodwill will not pursue the opportunity in question; such determination shall be made (1) by the President & CEO, if disinterested, with respect to officers and Team Members or (2) by the Chairman of the Board, if disinterested, with respect to Board members. If the President & CEO or Chairman is not disinterested with respect to the transaction in question, the foregoing determination shall be made by a majority of disinterested members of the Board.

H. Keeping Complete and Accurate Books and Records

Goodwill recognizes that financial reporting and an integrated system of internal controls are key responsibilities of Goodwill's Management. Goodwill believes that periodic review of its financial status by its Board of Directors is essential and an integral part of its duties. Goodwill further recognizes that an annual independent examination and assessment of its finances under the supervision of the Board is a key element in maintaining its credibility and ensuring the safeguarding of its assets.

Goodwill has a responsibility to report at least quarterly to its Finance Committee and Board of Directors with respect to Goodwill's financial position and results of operations and cash flow in accordance with generally accepted accounting principles.

Certain laws and regulations have established the following recordkeeping requirements that Goodwill follows:

- All of its financial statements, books, and records must accurately reflect all transactions.
- Promptly and properly record all disbursements and receipts of funds.
- Never establish an undisclosed or unrecorded fund for any purpose.
- Never make false or fictitious statements or entries for any purpose in Goodwill's books and records.

Responsibility for complying with these requirements does not rest solely with Goodwill's accounting staff. All Team Members who are involved in approving transactions, supplying supporting documentation for transactions, or determining account classification of transactions must comply with these requirements.

The financial statements and Form 990 will not contain any untrue material statements or facts and will not be misleading in their presentation.

The Board of Directors has an Audit Committee that is directly responsible for the appointment, compensation, and oversight of the independent accounting firm Goodwill employs to conduct its annual audit. The Audit Committee will determine at least every five years whether to issue a request for proposal to select a new independent accounting firm or whether the firm's engagement partner for Goodwill shall be changed. The Audit Committee has established procedures for the receipt, retention, and treatment of complaints regarding accounting, internal controls, and auditing. The Audit Committee reports at least annually to the full Board of Directors.

IV. Contractor Relations

A. Gathering Information

In dealing with non-public sources, a Team Member must observe the accepted standards of fair conduct and comply with applicable laws when they gather information about entities doing or seeking to do business with Goodwill. Accordingly, a Team Member may not seek information that would violate antitrust laws, court orders, laws that protect proprietary data, laws that restrict access to information about government procurements, or confidential relationships between employers and Team Members.

If a Team Member improperly acquires data or acquires data that Goodwill is legally restricted from having, s/he may be prosecuted, could disrupt Goodwill's valued relations with its partners, suppliers, and others, and could cause Goodwill to be involved in litigation.

B. Negotiating and Pricing Contracts

Team Members who negotiate contracts must ensure that they comply with all applicable laws, regulations, and provisions of existing contracts, including those that relate to contract pricing and proposal preparation. A Team Member must ensure that all statements, communications, and representations to those with whom Goodwill does business are truthful and accurate.

The Truth in Negotiations Act requires contractors who do business with the Federal government, including Goodwill, to submit current, accurate, and complete cost or pricing data to the government when they negotiate certain contracts. The intent of this law is to ensure that the Federal government has the benefit of all relevant factual information that is available to its contractors. In addition to submitting the data, contractors must explain the significance of important items and be able to certify the accuracy of the data. This requirement is significantly different from the requirements involved with commercial contracting.

Charging Costs

Government Contracts sometimes specify that the contractor will be reimbursed only for those costs that have been incurred in the performance of, or properly allocated to, a specific contract. Participating in the mischarging of costs in connection with Government Contracts is a serious offense and can result in criminal and financial penalties for Goodwill and the people involved.

Goodwill will not tolerate falsifying time reports or other cost records. To observe this policy, each Team Member must properly record all costs and charge them to the appropriate accounts. Supervisor must ensure that Team Members' time is recorded promptly and accurately. Anyone who intentionally falsifies a time report or expense report commits a serious breach of trust and is subject to immediate termination of employment.

V. Other Guidelines

A. Complying With Anti-discrimination Laws; Relationships with Customers and Other Persons Served

It is Goodwill's explicit policy to hire, promote, compensate, and develop Team Members according to their qualifications, performance, and potential, without discrimination as required by applicable federal, state, or local law. Team Members who are employees of Goodwill should refer to the Team Member Handbook for more information about this policy.

No Team Member may date someone who is currently being served by Goodwill's Workforce Development team or a student at the Goodwill Excel Center. A Team Member may not offer, give, solicit, or receive a gift or gratuity to/from a customer, student or person served.

B. Complying With Environmental, Health, and Safety Laws

Team Members must create and maintain a safe working environment, observe all safety regulations, and exercise maximum care and good judgment. They must take appropriate steps to prevent accidents from occurring and eliminate hazards likely to cause accidents. Should an

accident occur, a Team Member must report it immediately to the Safety Manager. Goodwill obeys the laws that relate to environmental protection, health, and safety, and expects its Team Members and consultants to obey them as well.

C. Complying With the Rules Against Substance Abuse

Goodwill prohibits the use, possession, distribution, transportation or sale of alcoholic beverages or drugs by Team Members (other than those prescribed by a physician or sold over-the-counter and not illegal under federal law) on its premises at any time or while representing Goodwill's interest, including driving for business purposes while under the influence of drugs or alcohol. Team Members who are employees of Goodwill should refer to the Team Member Handbook for more information about this policy.

Witnessing Documents

Team Members are not allowed to sign any document as a witness to the signature of any other Team Member or any person served without authorization from the President & CEO or his/her designee.

• Participating in Government Investigations or Proceedings

Goodwill's policy is to cooperate with any appropriate government investigation, while at the same time protecting the legal rights of Goodwill and its Team Members. Goodwill is entitled to the safeguards established by law for the benefit of those who are under investigation, including representation of counsel from the very beginning of a proceeding.

Accordingly, if a government investigator asks a Team Member for an interview, seeks information or access to Goodwill's files, or tells a Team Member that Goodwill or any Team Member or consultant is being investigated, s/he should tell the investigator that s/he must refer the matter to Goodwill's General Counsel before the Team Member participates in any interview. They must then immediately notify Goodwill's General Counsel about the matter. This requirement does not apply to routine dealings with the government, such as by Goodwill's accounting personnel in connection with routine tax audits.

In keeping with this policy, Team Members must never

- destroy or alter any Goodwill document in anticipation of a request for that document from a government agency or court;
- lie or make any misleading statement to a government investigator; or
- try to cause anyone to give false or misleading information to any government investigator or to destroy or conceal information that a government investigator requests.

Team Members must immediately tell their supervisor or Goodwill's General Counsel/Corporate Compliance Officer if they are involved in any other government proceeding (*i.e.*, judicial or legislative, including any administrative or regulatory hearing) as a witness, as an actual or

prospective party or target, or for any other reason if the proceeding (i) in any way concerns Goodwill or a Goodwill Team Member, consultant, or supplier or (ii) may call into question in any way the Team Member's character or fitness. Supervisors must tell Goodwill's General Counsel/Corporate Compliance Officer about any reports that they receive concerning these matters.

Communicating About Goodwill and Others

A Team Member must never make false or misleading remarks, orally or in writing, about Goodwill, those doing or seeking to do business with Goodwill, or Team Members.

VI. Administering this Code

A. Distributing the Code

Once each year, every member of the Board and all professional staff (including all retail and contracts managers and assistant managers) will be provided with a paper or electronic copy of this Code. This Code will be published as part of the Team Member Handbook that is provided to all Team Members.

B. Annual Certification

Once each year, every member of the Board and all professional staff (including all retail and contracts managers and assistant managers) shall acknowledge a statement certifying: (a) they are have received the Code; (b) that they have been informed of any changes to the Code; (c) that they have complied with the Code during the past year, (d) that they will continue to comply with the Code; (e) that they have made all required disclosures; and (f) that they do not know of any unreported violations of the Code.

C. Conducting an Awareness Program

To ensure that all Team Members understand and adhere to the Code, informational sessions will be conducted from time to time.

D. Monitoring Compliance

1. Complying With the Code and Reporting Violations

Team Members should affirmatively try to prevent any violation of the Code of Conduct. If a Team Member has any information about any actual or contemplated action or omission that appears to violate the Code, s/he must promptly report that information in accordance with Goodwill's Whistleblower Policy.

2. Cooperating with Investigations and Duty To Be Candid

After receiving a report of an alleged or potential violation of the Code, the General Counsel & Corporate Compliance Officer or Corporate Compliance Committee will investigate the situation, either directly or indirectly through people either may designate. They will take whatever actions are deemed appropriate to prevent or remedy violations. To prevent recurring violations, they will recommend appropriate corrective and/or disciplinary action to both the offending Team Member's supervisor and to the appropriate officer. Each Team Member shall cooperate fully if and when called upon to provide information relevant to his/her own or others' compliance with the Code.

3. Reporting Violations to the President & CEO and to the Board

At least once per year, the General Counsel & Corporate Compliance Officer will report to the President & CEO any violations of the Code and the corrective and disciplinary actions taken with respect to such violations. In turn, the President & CEO and the General Counsel & Corporate Compliance Officer will report to the Board of Directors any significant violations.

4. Actions of Audit Staff

When Goodwill's internal or outside auditors conduct auditing activities, they will be continually alert to the requirements of the Code. The auditors shall describe any apparent violations of the Code in a confidential written report to the Board, the Audit Committee, the President & CEO or the General Counsel & Corporate Compliance Officer, as appropriate.

E. Disciplinary Action for Violating the Code

A Team Member who does not comply with the Code is subject to disciplinary action. Supervisors and officers have additional obligations and will be subject to disciplinary action if they know that anyone (i) is considering or plans to engage in conduct prohibited by the Code and does nothing to prevent it or (ii) has engaged in conduct prohibited by the Code and does not report it as required herein.

F. Interpreting and Amending the Code's Requirements

From time to time, the President & CEO or the General Counsel & Corporate Compliance Officer may issue memoranda that interpret the requirements of the Code or that explain relevant issues that arise under the Code. Such interpretations are deemed to be incorporated by reference in this Code. The President & CEO will approve in substance all amendments to the Code.

Disciplinary Process

All GGW Team Members are expected to meet the agency's standards for work performance, punctuality, attendance, and personal conduct. When an Team Member fails to conform to

proper standards, he or she will be subject to disciplinary action up to and including termination.

GGW may, at its discretion, use a progressive discipline process and determine the severity of penalties based on the serious or repeated nature of violations and the Team Member's past record (such as conduct, performance, length of service and history of disciplinary actions). Discipline is based on the principles of fairness to all Team Members, consistency with GGW policies, and the belief that proper documentation is a guide to develop and improve Team Member performance and a tool to make Team Members aware of the positive and negative impact of their actions. When disciplinary action takes place, the Team Member typically will receive a copy of the Team Member Discipline Record form.

3.1-1 Disciplinary Procedures

GGW reserves the right to skip any and all of the following steps in disciplining Team Members. Exceptions to disciplinary procedures may be made in situations including, but not limited to, the initial employment period, probationary period, and serious or summary offenses.

Step I – Verbal Warning (for a first offense): The supervisor and Team Member discuss the conduct observed and the necessary steps for improvement. A disciplinary action form is completed and sent to People and Culture for the file.

Step II – Written Warning (for a second offense or a serious rule infraction requiring more than a verbal warning): (See list of serious infractions in Section 3.1-3.) All written warnings should be discussed with the Team Member if practicable. Disciplinary actions should be addressed with the Team Member immediately after the infraction occurs. All disciplinary actions become a permanent part of the Team Member's personnel file. The supervisor and the Team Member should try to review the performance problem and identify corrective action. The following points are typically included in the written warning: statement of the performance problem, conduct observed, behavior expected, a probationary period with a plan of correction where appropriate, and consequences should the behavior continue.

Step III – Suspension or Final Warning (for a third offense or a very serious rule infraction): If a problem continues, a suspension or final warning will be issued by the Team Member's supervisor. The supervisor and the Team Member should try to review the problem and identify the necessary steps to correct the problem. The following points are typically included in documenting the disciplinary action: the statement of the problem, the conduct observed, the behavior expected, a probationary period with a plan of correction, and consequences should the behavior continue. Suspensions are usually for three (3) days, but may be longer, and can also be issued while GGW investigates conduct which might lead to discharge. In circumstances that a Team Member receives a final warning, the fourth event or infraction will result in termination. Payment of wages during suspensions of exempt Team Members will be in accordance with the Fair Labor Standards Act.

Step IV – Discharge (for a fourth offense or an infraction that is listed as one for immediate termination): The supervisor, with the concurrence of People and Culture, discharges the

Team Member. If the infraction is one listed as requiring immediate termination, the supervisor may suspend the Team Member while an investigation is conducted by the People and Culture Team, or qualified designated individual.

3.1-2 Grounds for Immediate Termination

There are certain offenses that will typically result in an immediate penalty of discharge, without any prior discipline. Such offenses include, but are not limited to:

- 1. Sale, use or possession of alcohol or illicit drugs while on GGW premises, conducting work for GGW or while on or should be on GGW time.
- 2. Second offense for testing positive or being under the influence of drugs or alcohol.
- 3. Falsifying or altering records (timecards, applications, doctor's notes, financial records/reports, or other records related to GGW business, etc.). This includes but is not limited to misrepresenting the Team Members own time worked, or time worked by another Team Member.
- 4. Unauthorized hiding, stashing, removing, concealing, or consuming of GGW or client property or merchandise as well as the theft of cash, receipts, and/or credit/debit card numbers.
- 5. Fighting, provoking a fight, threatening, assaulting, verbally assaulting or other abusive conduct toward another Team Member, customer, donor, contractor, client, vendor, volunteer, consultant, intern, job applicant or any other GGW constituent.
- 6. Knowingly causing a false fire alarm.
- 7. Insubordination, including refusal or failure to perform duties as assigned.
- 8. Behaving in an unruly manner.
- 9. Violation of GGW Harassment Free Workplace Policy
- 10. Job Abandonment (no call/no show for three (3) consecutive days).
- 11. Sabotaging or willfully damaging/abusing GGW property.
- 12. Consumer/client abuse.
- 13. Firearms or lethal weapon possession while on GGW premises, conducting work for GGW, or while on, or should be on, GGW time.
- 14. Making a threat to damage or otherwise harm GGW property, buildings or people, including but not limited to Team Members, customers, donors, contractors, clients, or any other GGW constituents.
- 15. Refusal of job offer/transfer.
- 16. Customer bans Team Member from site.
- 17. Failure to return from a suspension on the next scheduled workday; or failure to notify GGW within 24 hours of ability to return to work following an approved leave of absence.
- 18. Failure to notify the People and Culture Team of a conviction within five (5) working days of the conviction.
- 19. Failure to provide appropriate I-9 required work documents at the time of hire or upon recertification of work documents.
- 20. Receiving cash tips from anyone or receiving any merchandise or property from used goods donors.
- 21. Refusing to participate in, interfering with, or giving a false statement during a workplace investigation or security and/or safety inspection.

- 22. Failure to pass background investigation.
- 23. Violation of Team Member Purchase Policy.
- 24. Sexual activity on GGW property.

3.1-3 Serious Infractions

The following are examples of offenses that may result in immediate termination depending on the circumstances involved:

- 1. Excessive absence or tardiness.
- 2. Lunch or break violation.
- 3. Violation of safety and health rules; for supervisors: failure to correct the violation.
- 4. Failing to report an incident which occurred outside the normal scope of business.
- 5. Leaving work without permission or entering the facility without permission before or after regular hours.
- 6. Disclosing confidential information to unauthorized persons in violation of Section 3.6 of this handbook.
- 7. Failure to properly secure workstation, including cash registers and safes, when away for extended periods of time or upon leaving for the day.
- 8. Maliciously saying things that are false about other Team Members.
- 9. Sleeping on the job.
- 10. Failed evaluation period.
- 11. Poor job performance (Inability to meet standards for position).
- 12. Failure to complete assignments in a timely manner.
- 13. Rule violation.
- 14. Lost license or certification that is required for the job.
- 15. Gambling, any form of loansharking or disorderly or indecent conduct while on GGW premises, job sites or while conducting GGW business.
- 16. Uniform or dress code violation.
- 17. Improper location for consuming food.
- 18. Profane or abusive language where the language used is, for example, uncivil, insulting, contemptuous, vicious, or malicious.
- 19. Horseplay.
- 20. Failure to notify supervisor of inability to report to work.
- 21. Cash handling violation.
- 22. Unauthorized buying, selling or solicitation on GGW property or job sites.
- 23. Personal phone use, including cell phones during work hours, while on the clock without prior supervisory approval.
- 24. Supervisor's failure to properly document disciplinary actions.
- 25. Negligence in maintaining the confidentiality of personal information of other people that you have access to because of your essential job duties.
- 26. Improper use of company equipment including email, internet and cell phones.
- 27. Handling or otherwise disturbing customers' papers; opening desk drawers, cabinets; or unauthorized use of customer phone.
- 28. Personal loans given to or received from one GGW Team Member by another Team Member.

29. Failure to notify GGW and report for duty upon release to return to work by a physician or other health care provider.

3.2 Drug-Free Workplace Policy

Introduction

GGW prohibits the use, possession, distribution, transportation or sale of alcoholic beverages or drugs by Team Members (other than those prescribed by a physician or sold over- the-counter and are not illegal under federal law) on its premises at any time or while representing GGW's interest, including driving for business purposes while under the influence of drugs or alcohol.

Covered Workers

This policy covers all GGW Team Members, contractors, consultants, volunteers, interns, and job applicants. Additional provisions of GGW's Drug-Free Workplace program that apply only to Team Members who drive semi-tractors for GGW are contained in GGW's Transportation and Fleet Safety Manual.

Prohibited Behavior

It is a violation of GGW's drug-free workplace policy to bring, have possession of, have present in the body, be under the influence of, consume, distribute, or attempt to distribute, manufacture, sell, trade, and/or offer to sell drugs illegal under federal law or intoxicants on company premises, property or job site. Prescription and over-the-counter drugs that do not violate federal law are not prohibited when taken according to a physician's direction. Any Team Member taking prescribed or over-the-counter medications will be responsible for consulting the prescribing physician and/or pharmacist to ascertain whether the medication may interfere with safe performance of his or her job. If the use of a medication would compromise the safety of the Team Member, fellow Team Members, or the public, it is the Team Member's responsibility to use appropriate procedures (e.g., call in sick, use leave, request change of duty, notify supervisor) to avoid unsafe workplace practices. GGW reserves the right to require Team Members to provide information related to the safety of prescribed medications while the Team Member is working.

Notification of Drug-Related Convictions

Any Team Member who is convicted of a criminal drug statute must notify the People and Culture Team in writing within five (5) days of the conviction. Conviction means a guilty finding (including a plea of no contest) or imposition of sentences, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes.

If a Team Member works at a federal government contract site and is convicted of a criminal drug statute while working on the contract site, the GGW VP of Contracts will provide written notice of the conviction to the contracting officer for the site at which the Team Member works within 10 days after receiving notice of the conviction. The notice to the contracting officer shall include the position title of the Team Member.

Drug Screening

As a condition of employment, GGW requires that Team Members adhere to this policy. All new hires are required to pass a drug screening prior to employment. GGW may, at its discretion, require all Team Members to submit to drug and alcohol testing, by a person or agency designated by GGW at GGW's expense. Such examinations can include, but are not limited to, blood, urine, breath, or other tests for evidence of the presence of alcohol, drugs, perception-altering or other substances in the body. Substances that may be tested for include, but will not be limited to amphetamines, cannabinoids, cocaine, opiates, phencyclidine (PCP), marijuana, and alcohol for .08 or higher blood alcohol concentration. Team Members who operate machinery or perform other safety sensitive work must not test above .04 or higher blood alcohol concentration, or .02 or higher for those who drive semi-tractors for GGW.

Any Team Member who tests positive for illegal drugs and/or alcohol will be disciplined immediately. Marijuana usage, even if prescribed medicinally, is a violation of GGW's drug free workplace policy. An Team Member will be subject to the same consequences of a positive test if he or she refuses the screening or the test, adulterates or dilutes the specimen, substitutes the specimen with that from another person, or sends someone else for testing. Refusal to sign the required forms or to cooperate in the testing process in such a way that prevents completion of the test will be treated as a positive test.

Post-Incident Drug Screening

Team Members who are involved in a work-related incident requiring medical attention may be subject to post-incident drug screening, in accordance with applicable law.

Random Drug Screening

Team Members working in particular positions or programs may be subject to random drug and alcohol screening during their employment with GGW. At the time of publishing this handbook, those subject to random testing are GGW Excel Center Team Members and Team Members employed to drive semi-tractors in GGW's Transportation Team. Positions or programs included in the random drug-testing program are subject to change with notice from the People and Culture Team or the President & CEO.

Searches

If an Team Member is suspected of violating the drug-free workplace policy, he or she may be asked to submit to a search or inspection at any time. GGW may search company property and personal effects on the company's premises when there is reasonable suspicion that any aspect of this policy has been violated. Searches can be conducted of pockets and clothing, lockers, wallets, purses, briefcases, personal boxes and bags, desks, work stations and vehicles while on GGW property or place of business. A refusal to submit to a reasonable search or alcohol or drug test, or the intentional interference with a search or test, may result in termination of employment.

Reasonable Suspicion

If GGW has reasonable cause to believe that an individual's judgment, coordination or other senses are impaired to the extent that he or she poses a threat to the safety or security of

other individuals or property, GGW may refuse to allow the Team Member to continue to work pending further investigation. In such cases GGW reserves the right to request the Team Member to submit to drug/alcohol testing.

Consequences

Violation of the drug and alcohol free workplace policy may result in probation, suspension or immediate termination of employment. In the case of applicants, the offer of employment may be withdrawn. In the case of new hires any positive test within the first 90 days of employment will result in immediate termination. If a Team Member who has been with GGW more than 90 days tests positive for drugs or alcohol, the Team Member typically will be placed on 30 days unpaid leave. During this 30 day period, the Team Member must seek treatment and must provide written proof to the People and Culture Manager of active participation in a drug or alcohol treatment program to remain employed. Failure to seek treatment during the period of unpaid leave and/or failure to provide written proof of active drug treatment at the end of 30 days will result in termination. Please note that fewer than two (2) full weeks of treatment is insufficient to show proof of active participation. The Team Member will then be retested in 30 days. If the Team Member tests positive a second time, he/she will be terminated immediately. If the Team Member tests negative, he/she will be reinstated to active status and allowed to return to work immediately. Team Members who self-report substance abuse while on the job are subject to the same consequences as mentioned above.

Assistance

GGW recognizes that drug and alcohol abuse are treatable illnesses. Team Members are encouraged to voluntarily seek professional help with alcohol and drug problems through their health care provider. Treatment for these disorders may be covered by GGW's group health insurance. Team Members should review their plan option to determine the level of assistance, if any, that is provided. A list of treatment programs is available through the Employee Assistance Program (EAP).

Confidentiality

All information received by the organization through the drug-free workplace program is confidential. Access to this information is limited to those who have a legitimate need to know, subject to applicable laws and GGW policies.

Shared Responsibility

A safe and productive drug and alcohol-free workplace is achieved through cooperation and shared responsibility. Both Team Members and management have important roles to play. Team Members are encouraged to be concerned about working in a safe environment, support fellow workers in seeking help and report dangerous behavior to their supervisors. It is the supervisor's responsibility to observe Team Member performance, investigate reports of dangerous practices, document negative changes and problem performance and counsel Team Members as to expected performance improvement.

Storing Prescribed Medication at the Workplace

It is GGW's policy not to have prescribed medication or over the counter drugs stored or kept in any common area at the worksite. Common areas include, but are not limited to

refrigerators, cabinets, drawers or in break rooms. Team Members with chronic medical conditions requiring the use of prescribed medication during work hours must keep the prescribed medication in a secure location such as in the Team Member's locker, on one's person, or in accordance with any rules specific to the Team Members work site. Prescribed medication that must be refrigerated should be stored in an insulated freezer pack or similar container inside the Team Member's locker. It is the Team Member's responsibility to take reasonable care for the health and safety of others and to cooperate with GGW and its efforts to provide a safe workplace. Prescribed medication that violates federal law is prohibited on GGW worksites.

Exceptions

Moderate and responsible consumption of alcoholic beverages is permitted in the following situations: at company functions or at functions off the premises while representing the company where alcoholic beverages are being served; in a place of public accommodation while engaged in business entertaining; or private off-duty time after the close of business when traveling for the company. Except for the previously stated exceptions, any violation of this policy may result in termination of employment.

3.3 Conflict of Interest

The purpose of this Conflict of Interests Policy ("Policy") is to protect the interests of Goodwill of Greater Washington ("Goodwill"), specifically with respect to any transaction or relationship that might benefit the private interest of a Goodwill Board member, officer, or any other individual with decision making authority with respect to that transaction or arrangement.

However, more broadly, a potential conflict of interests may arise from any situation or activity in which a Goodwill Board member, officer, or team member may be influenced by considerations that affect him/her professionally or financially in the course of performing work for Goodwill. This includes any circumstance in which doubt may reasonably be cast on an individual's ability to act with total objectivity with regard to Goodwill's interests. All such matters must be disclosed to Goodwill's Corporate Compliance Officer even if the person making the disclosure does not have decision making authority for Goodwill with respect to the matter.

No Goodwill Board member, officer, or team member shall engage in any outside business or professional activity or employment for compensation that is inconsistent or in conflict with the conscientious performance of his/her Goodwill duties.

This Policy is intended to be consistent with any applicable federal or state laws governing conflicts of interests or self-dealing.

The presence of a conflict under this Policy does not necessarily eliminate an entity from consideration for a transaction or relationship with Goodwill.

Definitions

1. Interested Person

Any member of the Board of Directors ("Board"), an officer, or other individual who has both (a) decision making authority for Goodwill with respect to a transaction or relationship (even if not the ultimate decision making authority) and (b) a direct or indirect *financial interest* or *personal interest*, as defined below, in that transaction or relationship.

2. Entity

Any individual, partnership, corporation, government body, or other organization, whether for-profit or not-for-profit.

3. Executive Committee

The Executive Committee of Goodwill's Board of Directors.

4. Financial Interest

A person has a *financial interest* when s/he has, through business, investment, or close relatives.

- a. an ownership or investment interest in any entity with which Goodwill has a transaction or relationship; or
- b. a compensation arrangement with any entity or individual with which Goodwill has a transaction or relationship; or
- c. a potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which Goodwill is contemplating a transaction or relationship.

A financial interest is not necessarily a conflict of interests. See Article III, Section 2.

5. Compensation

Direct remuneration (whether financial or non-financial) as well as gifts that are more than token in nature.

6. Personal Interest

A person has a *personal interest* in an entity if s/he or a close relative serves on the board of directors, an advisory committee, or similar body of such entity.

7. Close Relatives

An individual's spouse or domestic partner, and any parent, child, or sibling (including any father-, mother-, son-, daughter-, brother-, or sister-in-law); this definition also includes any other relative sharing the same residence.

8. <u>Do/Does Business with Goodwill</u>

An entity *does business* with Goodwill if it is, has been, or is seeking to become, engaged in any financial transaction or relationship with Goodwill.

9. Conflict of Interests Committee

The committee performing responsibilities set forth in this Policy, consisting of the three members appointed by the President as the Corporate Compliance Committee, including the Corporate Compliance Officer, who chairs the Committee.

Procedures

If a potential conflict of interest involves anyone other than a Goodwill Board member, the Conflict of Interest Committee shall perform the responsibilities set forth in this Policy. However, if a potential conflict of interest involves a Goodwill Board member, the Board and the Executive Committee shall perform the respective responsibilities set forth in this Policy.

1) Duty to Disclose

- a. In connection with any actual or potential conflict of interest, an *interested person* must disclose to the Conflict of Interests Committee (or, if a Board member, to the Board) the existence of his/her *financial* or *personal interest* and all material facts relating to that interest.
- b. Each Goodwill Board member, employee, and onsite contractor shall disclose in advance potential conflicts of interest either
 - i. by completing the annual disclosure form, and timely amending such disclosure form as often as necessary during any year; *or*
 - ii. by notifying the President & CEO or the Corporate Compliance Officer in writing of all information necessary to identify an actual or potential conflict.
- c. For purposes of this Policy, the President & CEO and/or Compliance Officer shall (i) disclose to the Board any matter requiring Board action and (ii) disclose to the Conflict of Interests Committee all other matters requiring action by the Committee.

2. Determining Whether a Conflict of Interests Exists

- a. If an *interested person* who is not a Board member desires to participate in any decision related to a matter as to which s/he has a potential or actual conflict of interest, the Conflict of Interests Committee shall determine in advance if a conflict in fact exists. Such determination shall be based on the *interested person*'s disclosure in advance of the *financial* and/or *personal interest* and, after all material facts have been presented (in writing and/or in person) to the Conflict of Interests Committee. If the Conflict of Interests Committee concludes that a conflict of interest in fact exists, the procedures set forth in Section 3(b) below shall be followed.
- b. If an interested person who is a Board member desires to participate in any decision related to a matter as to which s/he has a potential or actual conflict of interest, the Executive Committee shall recommend, and the Board shall determine, whether a

conflict of interest exists. The Executive Committee's recommendation and the Board's determination shall be based on the *interested person's* disclosure in advance of the *financial* and/or *personal interest* and, after all material facts have been presented (in writing and/or in person) to the Executive Committee. The Executive Committee shall report its recommendation to the Board, which shall take up the matter in executive session. If the Board concludes that a conflict of interest in fact exists, the procedures set forth in Section 3(b) below shall be followed.

- c. If an *interested person* recuses him/herself from a matter as to which an actual or potential conflict exists, the Conflict of Interests Committee, the Executive Committee, or the Board, as appropriate, shall note such recusal and follow the procedures set forth in Section 3(b) below.
- d. In any situation in which a Conflict of Interests Committee member has a potential conflict of interest, that matter shall be reported to the President & CEO who will then act in place of such member with respect to that matter. In any situation in which an Executive Committee member or other Board member has a potential conflict of interest, the person with the potential conflict of interest shall not participate in the Executive Committee's or the Board's evaluation of whether an actual conflict of interest exists.

3. Procedures for Addressing the Conflict of Interest

- a. If a determination is made that no conflict of interest exists, the *interested person* may participate in all discussions and decisions related to the matter at issue.
- b. If a determination is made that a conflict does exist or if the *interested person* voluntarily recuses him/herself from participation in the matter at issue
 - i. the *interested* person shall not participate in any decision (final or intermediate) with respect to the transaction or arrangement at issue; and
 - ii. any decision that would otherwise have been made by the *interested person* shall instead be made by his/her direct supervisor, *provided*, *however*, that, if the *interested person* with decision making authority concerning the matter at issue is either the President & CEO or the Chairman of the Board, such decision shall instead be made by a majority of the Executive Committee.

4. Violations of the Conflict-of-Interest Policy

a. If the Conflict of Interests Committee or the Board has reasonable cause to believe that an individual has failed to disclose an actual or potential conflict of interest or has otherwise violated this Policy, it shall inform the individual of the basis for such belief and afford the individual an opportunity to explain the alleged violation or failure to disclose. b. If, after hearing the individual's response and making such further investigation as may be warranted in the circumstances, the Conflict of Interests Committee or the Board, as appropriate, determines that the individual has in fact failed to disclose an actual or potential conflict of interest or has otherwise violated this Policy, it shall ensure that appropriate disciplinary and corrective action is taken.

ANNUAL STATEMENTS

Each Goodwill Board member, officer, professional staff employee (including all retail and contracts managers and assistant managers) and onsite contractor shall annually complete a Conflict of Interests questionnaire in which s/he (i) discloses the information requested with respect to potential conflicts of interests and (ii) affirms that s/he is fully familiar with this Policy and has disclosed all pertinent information relating to actual or potential conflicts of interests. The responses to such questionnaire shall be timely amended as often as necessary during any given year to keep the respondent's disclosures accurate and up to date.

GUIDELINES FOR AVOIDING CONFLICTS OF INTERESTS OR EVEN THE APPEARANCE OF SUCH CONFLICTS

Goodwill recognizes that Board members, officers, team members, and onsite contractors have interests and responsibilities outside of their work for Goodwill. It is nevertheless each such person's obligation to avoid any actual or apparent conflict between Goodwill's business interests and his/her interests and to do what is best for our Goodwill. As part of this commitment, each such person must avoid any appearance of favoritism that could result from giving or receiving gifts, entertainment, or anything of value outside of any Goodwill business transaction itself.

In support of our Conflict of Interests Policy, each person subject to its requirements should take care to comply with the following guidelines:

- Know, understand, and comply with the requirements of our Conflict of Interests Policy.
 When in doubt about the applicability of any of its provisions, consult with the President & CEO or Corporate Compliance Officer.
- Avoid doing anything that could give the appearance of having given favorable or special treatment to any outside organization or individual with whom Goodwill does business. Avoid circumstances that could impair one's objectivity or weaken one's ability to promote our Goodwill's best interests.
- Promptly disclose any personal situation or transaction that may give rise to a conflict of interests or the appearance of a conflict of interests.
- Do not engage in any illegal or unethical practice or take any unfair advantage in Goodwill business dealings. Never offer, give, solicit, or receive any form of bribe, inducement, or kickback. Never - either directly or through a third party - solicit a gift of

any kind from anyone who is doing or seeks to do business with Goodwill. Never accept a gift or services worth more than \$100 from any such person without obtaining the President & CEO's or the Corporate Compliance Officer's written consent.

 Never offer, promise, pay, or give anything of value - directly or indirectly - to any government official or employee, or political party, party official, or candidate, in a manner inconsistent with applicable law.

3.4 Dress Code

It is important for all Team Members to project a professional image regarding their attire and overall personal appearance. Team Members should wear the uniforms as specified in the contract under which they serve. Uniforms are provided by the site manager. Uniforms should be kept clean and worn in an appropriate manner at all times. Team Member ID badges should be worn as directed by the terms of the contract. For safety reasons, Team Members are not permitted to wear open-toed or open-back shoes during work hours, clothing with rips or tears, or attire that covers the face (except face masks worn for health reasons) or makes Team Members unrecognizable. Exceptions to this policy may be made upon a bona fide request for religious accommodation. Please contact the People and Culture Team to make such a request.

If the nature of the Team Member's job prohibits them from wearing the standard dress uniform or if exceptions are made based on specific job duties, prior approval must be given from the Area Manager or Vice President of Federal and Commercial Contracts. Team Members who violate the dress code policy will be in violation of the Standards of Conduct and may be disciplined appropriately. When in question about the standard dress code Team Members should speak with their immediate supervisor for clarification.

3.5 Personal Phone Calls

While at work Team Members are not to use personal cellular phones unless on scheduled break or authorized for business use. Flexibility will be provided in emergency circumstances demanding immediate attention; however, the Team Member shall inform the supervisor of such circumstances. Personal phone calls of an emergency nature using Goodwill of Greater Washington phones are permitted with manager approval however they should be kept to a minimum and must be held away from the customers workspace. Calls should be made or received only when necessary and should be brief.

3.6 Business Confidentiality

While Goodwill of Greater Washington (GGW) encourages education about its programs, goals and communications about the organization's activities, Team Members are required to

keep select business information and the personal information of other GGW Team Members or persons served confidential.

Team Members are required to keep the following types of business information confidential:

- Deliberations and decisions of our senior management or Board of Directors.
- Internal GGW memoranda, including but not limited to electronic communications (such as e-mail).
- Policies and operating guidelines, manuals, and directives relating to internal rules, procedures, and practices.
- Personnel and medical records, compensation information, social security numbers, addresses, birth dates, salary information and other information relating to Team Members or persons served, that is learned by an Team Member through their essential job functions.
- Information about actual or prospective disputes of litigation.
- Financial and accounting transactions and related information, including but not limited to payments to vendors.
- Confidential information or other organizations that GGW obtains through its dealings with the other organizations.

Nothing in this policy is intended to prevent any GGW Team Member from sharing information regarding wages, benefits, or other conditions of employment with any other person unless the Team Member is sharing information that the Team Member learned through their essential job functions with another person who does not have access to the information and does not need the information to perform their job functions for GGW. Questions regarding when this policy might be appropriately applied should be directed to Corporate Compliance Officer before discussing or divulging the confidential information. This policy is not intended to prohibit the disclosure of information routinely made available by GGW to the public.

3.7 Solicitation and Distribution

In order to avoid interference with work, maintain a professional business environment, and protect the privacy of Team Members, Goodwill of Greater Washington (GGW) has established the following rules regarding the solicitation and distribution of literature or other information. These rules apply to solicitation and distribution by Team Members and non-Team Members.

Team Members may not engage in solicitation during working time which includes the working time of the Team Member being solicited. Working time means periods when a Team Member is or should be working. It does not include scheduled non-working periods such as breaks, mealtimes or other duty-free periods.

Team Members may not distribute literature during working time or at any time in GGW work areas. Non-Team Members are not permitted on GGW premises at any time to solicit or distribute literature. Limited exceptions to these rules may be made for certain charitable

organizations. Permission for such exceptions may be sought from the Chief People and Culture Officer.

3.8 Gift Policy

Goodwill of Greater Washington (GGW) Team Members or members of their families may not request or accept gifts, entertainment, services, travel, lodging, accommodations, or any other form of compensation or personal benefit (other than those with a value of less than \$100) from anyone that does business with GGW. This restriction applies to family members only to the extent that the gift can be interpreted to influence the Team Member. Team Members may not accept monetary gifts in any amount or form under any circumstances and may not receive any merchandise or property from used goods donors.

Acceptance or sponsorship of reasonable business entertainment activities is not considered improper provided such activities are infrequent, do not involve lavish expenditures, take place in a setting that is appropriate to the business at hand, and are customary to the practice of conducting GGW business.

If, under special circumstances, a Team Member believes he or she should be allowed to accept a gift that is not otherwise permitted, the Team Member must have the prior written approval of GGW's President & CEO or Corporate Compliance Officer.

If an Team Member finds it impossible or unreasonable to avoid receiving a gift that the Team Member is not permitted to receive, the Team Member must (i) immediately disclose to the President & CEO or Corporate Compliance Officer that the Team Member has received such a gift and (ii) abide by any determination that GGW makes about what the Team Member must do with it.

3.9 Barter Policy

Goodwill of Greater Washington (GGW) Team Members, students and/or volunteers are prohibited from accepting personal gifts in exchange for individual, corporate or organizational visibility, mention, recognition or promotion of any kind on any GGW collateral materials, blog, social networking sites, websites or other promotional materials or media.

Any consideration or offer of goods or services in exchange for GGW promotional support must be approved by the Chief Collaboration, Communication, and Marketing Officer, President and CEO or Chief Financial Officer. Any product or service that is accepted as promotional barter is to be used for the benefit of the GGW organization, not for personal or individual benefit unless such benefit serves in the best interests of GGW's mission and is approved by the Chief of Collaboration, Communications, and Marketing (CCCM), Chief Executive Officer (CEO) or Chief Financial Officer (CFO). The CCCM, CEO or CFO will determine how any product or service that is accepted as part of a barter arrangement is to be used. Any barter arrangement in exchange for GGW promotional consideration must be contracted in writing and signed by one of the three designated GGW officers.

3.10 Press/Media Inquiries

Team Members are not authorized to answer questions from the media on Goodwill of Greater Washington's (GGW) behalf without advance permission and/or coordination from the Chief of Collaboration, Communication, and Marketing (CCCM), or the President and CEO. All such requests for information are to be referred to the CCCM, or the President and CEO.

Team Members may not contact media on behalf of GGW independently of the Marketing Division. Any external communication that is made on behalf of GGW -- other than business correspondence -- must be approved by the CMO or the President & CEO.

If media or someone who is conducting an investigation but is not acting for the government makes an unannounced visit to any GGW site or event, Team Members shall not permit them to tour the area, take photographs, video tape or interview any GGW Team Member, shopper or donor on the premises without first securing permission from the CCCM or President & CEO.

3.11 Subpoenas, Search Warrants & Legal Investigations

This policy provides instruction to team members of Goodwill of Greater Washington (GGW) when they are faced with service of legal process or legal investigations in any of the following forms:

- 1. *Mail* Papers from courts, government agencies, or lawyers.
- 2. **Service of Process** Papers from courts or government agencies, or related to lawsuits, that are hand delivered by a police officer or process server.
- 3. *Inspection or Interview* A law enforcement officer or other governmental official who: (a) comes onto GGW property to conduct an inspection of the premises; and/or (b) requests to interview team members of GGW.
- 4. **Search Warrant** A law enforcement officer or other governmental official who presents a search warrant to search the premises and take certain documents or things.

It is GGW's policy to cooperate with legally valid court orders, governmental investigations and searches.

GGW team members are not authorized to accept Service of Process for GGW, including subpoenas, unless they have specific authorization from GGW's General Counsel. However, if a police officer or process server is at a GGW location and insists on serving GGW by leaving the papers there, accept the papers and immediately send a scanned copy to GGW's General Counsel.

GGW team members are not authorized to speak on behalf of GGW to law enforcement, government officials or any attorney or investigator without specific instruction from GGW's President & CEO or General Counsel. A team member who is served a subpoena for testimony involving a matter directly related to the course of their employment as a GGW team member shall promptly notify GGW's General Counsel.

Team members are reminded that GGW's Code of Conduct forbids team members from granting interviews with newspapers or other media as a spokesperson for GGW unless the team member has received prior approval from GGW's President & CEO or Chief Collaboration, Communication and Marketing Officer.

Failure of a GGW Team member to abide by this policy is grounds for discipline, up to and including termination of employment.

For any questions about this policy or to provide any notice required by this policy, contact:

General Counsel

202-719-1235 (office) 202-380-8009 (cell)

Josh.Wallish@dcgoodwill.org

A. HANDLING LEGAL MAIL:

Any registered or certified mail or mail that arrives any way other than regular US mail (*e.g.*, Fed Ex, DHL, UPS, etc.) must be opened the day it arrives. All other mail must be opened within 48 hours of its being delivered. Mail from a court, government agency or a lawyer can only be opened by a site's Manager or the Manager's supervisor. If any papers have the word "subpoena," "writ" or "summons," on them, or if they are from any court, government agency or lawyer, promptly email a scanned copy to GGW's General Counsel.

FOR ALL OTHER TYPES OF MATTERS:

B. IF YOU <u>ARE NOT</u> THE MANAGER OF A STORE OR OTHER GGW SITE:

- 1. If the person is conducting an inspection or wants to interview a GGW team member, the team member shall immediately notify their manager.
- 2. If the person has papers to deliver, the team member shall tell the person that the team member is not authorized to accept the papers and that the team member will get their manager.
- 3. If the person serving process insists and leaves the papers with the team member, the team member shall immediately give the papers to their manager.

C. IF YOU <u>ARE THE MANAGER OF A STORE OR OTHER GGW SITE</u>:

The attached flowchart summarizes how a manager of a store or other GGW site is to deal with Service of Process, an Inspection, a request to Interview a GGW team member or a Search Warrant. The following are more detailed instructions.

 Service of Process: Team members are not authorized to accept Service of Process for GGW or for named individuals other than themselves unless they have authorization from GGW's General Counsel. Ask the person who is serving the process for the name of the person to whom it is to be delivered.

- a. *If the person named in the papers is the manager* (addressed in the papers by name, not just by title), then the manager shall accept service of process.
- b. If the person named in the papers is a team member who is currently at that location, tell the team member there is a court officer who has papers for them and encourage (but do not force) the team member to go to the court officer to be served.
- c. If the person named in the papers is a team member who is not at that location (either because the team member does not work at that location at all or is not working at that time), tell the person serving the papers that the team member is not there and that they should contact GGW's General Counsel.
- d. If the papers are to be delivered to GGW or to a person at GGW that is named by title only and not by name, the manager shall tell the person serving the papers that the manager is not authorized to accept the papers and that they should contact GGW's General Counsel.
- e. If the person serving the papers insists on serving the papers or leaves the papers with the manager, the manager shall promptly scan the papers and email them to GGW's General Counsel.
- 2. **Inspections:** If a person comes to conduct an inspection of GGW's premises, ask to see credentials (such as a badge or letter) to determine whether the person is a law enforcement officer or other government official that has authority to conduct the inspection.
 - a. If the person is not a law enforcement officer or other authorized government official, ask the person to leave and contact GGW's General Counsel to make arrangements for any inspection.
 - b. If the person is a law enforcement officer or other government official then the appropriate action depends on what government agency the official is from:
 - i. If the official is from the Consumer Product Safety Commission or the Virginia Department of Health:
 - Allow the inspection,
 - Do not sign anything without consulting with GGW's General Counsel,
 - Contact GGW's General Counsel if you have any concerns and
 - Notify your Regional Manager during or within a reasonable time after the inspection.
 - ii. If the official is from any other entity:
 - Immediately notify GGW's Director of Safety and Loss Prevention or GGW's General Counsel by phone.
 - Observe and make notes or photographs of what things are examined or photographed by the inspector.
 - If you are asked any questions, tell the person that GGW's policy is to have its General Counsel present when team members are answering questions from inspectors.
 - If the person asks other team members questions, notify the officer that it is GGW's policy to have all requests for interviews go through GGW's General Counsel. If the person insists on meeting with the GGW team member at that time, do not interfere.
- 3. **Interviews:** If a person comes to interview one or more GGW team members, ask to see credentials (such as a badge or letter) to determine whether the person is a law enforcement officer or other government official.

- a. If the person is not a law enforcement officer or other government official, ask the person to leave and contact GGW's General Counsel to make arrangements for any interview.
- b. If the person is a law enforcement officer or other government official, but the person they are asking to interview is not there, ask the person to contact GGW's General Counsel to make arrangements for any interview.
- c. If the person is a law enforcement officer or other government official, and the team member they are asking to interview is there, ask the person whether the matter they want to talk to the team member about is related to GGW or not.
 - i. If it is not, tell the team member there is a law enforcement officer who would like to talk to them and encourage (but do not force) the team member to go to the officer to talk to them.
 - ii. If it does relate to GGW, notify the officer that it is GGW's policy to have all requests for interviews go through GGW's General Counsel, and give them the contact information for GGW's General Counsel. If the person insists on meeting with the GGW team member at that time, do not interfere, but immediately notify GGW's General Counsel.
- 4. **Search Warrants:** If a law enforcement officer or government official has a search warrant:
 - a. Take a copy of the search warrant and ask to see credentials (such as a badge) to determine whether the person is a law enforcement officer or other government official.
 - b. Immediately notify GGW's General Counsel by phone. If you cannot reach him, contact GGW's Director of Safety and Loss Prevention.
 - c. Remove all GGW team members from the area where the search is being conducted.
 - d. Unless specifically instructed by an officer executing the warrant that the manager may not do so, observe and make notes or photographs of what things and documents are being reviewed and taken.
 - e. If asked any questions, tell the person asking the questions to direct their questions to GGW's General Counsel.

If any person is arrested at a GGW location, notify the Director of Safety and Loss Prevention. If the person is a GGW Team Member, the Director of Safety and Loss Prevention will notify People & Culture.

3.12 Computer, Internet and E-mail Acceptable Use Policy

Introduction

Goodwill of Greater Washington (GGW) has strict policies on computer usage, network access and internet usage. Team Members should never use GGW IT resources or e-mail addresses to engage in any activity that is against GGW policy; violates local, state, or federal laws; is unethical; or violates any of GGW's RISE values.

This policy outlines the manner in which computing resources provided by Goodwill of Greater Washington, Best Kept Building and Goodwill Excel Center (collectively "GGW") can be used and the obligations that all users have to protect GGW data and computing equipment. It also outlines GGW's rights to monitor usage and protect its information assets. This policy applies to all individuals (i.e., Team Members, contractors, consultants, temporary Team Members,

etc.) who use any GGW IT resources. Changes to this policy must be approved by the Vice President of Information Technology or the President / Chief Executive Officer.

Computer, Network Access and Internet Usage

- GGW provides computers, internet access, network access, email accounts, and other resources to its Team Members to use in conducting the business of the organization.
- Team Members should never use GGW IT resources to engage in any activity that is against GGW policy; violates local, state, or federal laws; is unethical; or violates any of GGW's RISE values, including but not limited to acts of harassment, viewing pornographic materials and internet gambling.
- Personal use of GGW's IT resources is prohibited if it interferes with the Team Member's, or any other Team Member's, productivity or work performance, adversely affects the efficient operation of the GGW computing assets or violates any provision of this policy.
- Users should have no expectation of privacy with regard to any of their activity on GGW
 computer equipment or information systems or any information stored on that
 equipment or those systems. All activity is subject to monitoring and review by GGW
 management at any time.
- Connecting network devices such as wireless access points, network hubs or personal computers in the GGW network environment is strictly prohibited without prior authorization from the IT Team.
- Disabling or modifying any GGW computer applications, system tasks or services on any GGW computer or POS register is strictly prohibited unless approved by the IT Team.
- Accessing data of which the Team Member is not an intended recipient or logging into a server or account that the Team Member is not expressly authorized to access is strictly prohibited.
- Team Members must always use extreme caution when opening e-mail attachments received from unknown senders which may contain viruses or other types of malicious software.

Computer Security

- Computer passwords must be kept strictly confidential and not shared with other individuals. Passwords should be changed on a regular basis and must meet all established criteria for length and complexity.
- GGW has processes in place to ensure that desktop computers, laptops and mobile
 phones are kept updated with the latest operating system patches and antivirus security
 updates. Team Members must do their part to ensure that these updates are applied in
 a timely manner. This includes re-booting a device whenever prompted to do so.
 Remote users must ensure that laptops connect to the GGW network each week to
 keep current with updates and security patches.
- Computer screens should be locked whenever left unattended for ANY period of time.
- All GGW data must be stored within an approved application system, a network share drive, or a GGW-controlled SharePoint or OneDrive site to ensure that it is properly backed up and secured.

Confidential and/or Sensitive Information

Credit card information must be kept secure at all times when used as a method of payment in our retail stores, online donations, financial reconciliations or purchasing supplies and never transmitted via email, text message, instant message, voice mail, or any other unencrypted means of electronic communication. Credit card numbers, expiration dates, and security codes should not be written down or stored any longer than necessary for completing the transaction at hand.

Downloading Software on Company Systems

GGW prohibits the loading of any type of software on GGW computers (desktops, laptops, servers, etc.) without prior approval from the IT Team because of the significant risk of infecting GGW computing systems with malicious software.

Servicing Personal Computing Devices

In certain circumstances, GGW IT staff may, at the request of the Team Member, work on the Team Member's personal computing device to provide or fix access to GGW e-mail or other IT resources. In such events, GGW is not liable for any damage to the Team Member's personal computing device or loss of data. While GGW IT staff are working on the Team Member's personal computing device, they will not intentionally view data on the device other than as necessary to perform their tasks. If they find illegal material on a Team Member's personal computing device, they may be required or permitted by applicable law to report the matter to appropriate legal authorities.

Surveillance

GGW has the right to videotape Team Members in work areas and anywhere else on GGW property other than in bathrooms or changing areas and to use the video to investigate possible fraud or other questionable activities.

Computer Security Incident Reporting

Team Members must immediately report any potential security incidents to their supervisor and the IT Team (by phone or email to helpdesk@dcGGW.org. Team Members must assist with all incident response activities, as requested.

Violations

Violation of any aspect of this policy may result in disciplinary action up to and including termination of employment. Any Team Member who observes a violation of this or any other policy should report the violation to his/her supervisor.

3.13 Absences, Attendance and Punctuality

Expectations

Team Members are expected to work all scheduled workdays and to report to work on time. Team Members will clock in not more than seven (7) minutes prior to the time they are scheduled to begin work and will clock out not more than seven (7) minutes after the time they are scheduled to end work unless the Team Member is specifically authorized by their

supervisor to work time for which they were not previously scheduled. Team Members clocking in later than seven (7) minutes after their scheduled shift will lose a minimum of fifteen (15) minutes of time. Team Members are not to clock out earlier than the end of their shift without the supervisor's approval. Failure to clock in and out according to Goodwill of Greater Washington's (GGW) policy will subject a Team Member to disciplinary action up to and including termination.

Notification

It is the Team Member's responsibility to notify the immediate supervisor—as far in advance as possible of the scheduled work day—when he or she will be late or absent, the reason for the lateness or absence, and to advise when he or she expects to return to work. The minimum time to call in to report a lateness or absence is one (1) hour before the start of the workday. Team Members should follow this notification process for each day they are unable to report to work.

- Call your contract location first and notify the manager on duty of your upcoming absence or tardiness
- If manager on duty is not available or if the site is closed, GGW will accept a text message or voicemail letting the manager know of the upcoming absence or tardiness
- When leaving voicemails or sending text messages, Team Members must include their name, reason for lateness or tardiness, and when they plan to return to work
- A Manager must respond verbally or in writing

If the supervisor is unavailable to take the call, the Team Member should continue to call until they reach a supervisor on duty.

Messages left only on the voicemail system and/or text messages sent to managers or other staff members are not considered appropriate notice. If the Team Member is physically unable to make the call, someone should call on his or her behalf.

Consequences

Each failure of the Team Member to give timely advance notice of his or her absence, lateness or early departure, without obtaining supervisory permission, will be treated as a separate violation of the Absences, Attendance, and Punctuality policy. Excessive lateness and absenteeism, as well as the abuse of the policy, will result in disciplinary action, up to and including termination.

No Call/No Show

No call/no show is a failure to call or report to work when scheduled. Three (3) consecutive days of no call/no show is treated as job abandonment and as such is considered a terminable offense.

Tardiness

Tardiness is subject to disciplinary action and is defined as reporting to work more than seven (7) minutes late without prior supervisory approval and includes returning to work late after breaks or meals and unauthorized early departures from work. Each instance of unexcused tardiness is documented and verbally addressed with the Team Member.

Team Members with three (3) incidents of unexcused tardiness within a thirty (30)-day period will be subject to disciplinary action. If the Team Member is late again within the next thirty (30) day period he or she will receive further disciplinary action. If the Team Member is late a fifth time within the same thirty (30) day period he or she will be subject to termination. Five (5) incidents of unexcused tardiness within any sixty (60) day period may result in termination.

Absenteeism

Excessive absenteeism consists of three (3) or more unexcused absences within a ninety (90) day period. Team Members with frequent recurrences of absenteeism will be subject to discipline up to and including termination.

Return to Work

Team Members who are out ill or injured for three (3) or more consecutive days must provide a signed document from a health care provider affirming that the Team Member was ill or injured before returning to work. Failure to provide a valid doctor's release covering the entire period of absence may result in disciplinary action up to and including termination.

3.14 Building Security

Our property, premises and other facilities contain valuable machinery, equipment, furnishings, and merchandise. Goodwill of Greater Washington (GGW) utilizes surveillance cameras throughout its properties. It is important that all Team Members pay close attention to the security of our facilities as well as all other property of the organization. Team Members should notify their supervisor immediately if he or she notices suspicious or illegal activity of any kind, including the presence of strangers on GGW property or worksites.

To maintain security and protect against theft, GGW reserves the right to question any Team Member or other person entering, leaving or on its property, and to inspect any person, vehicle, package, purse, handbag, wallet, briefcase, lunchbox or any other possessions brought to, on or from GGW property. GGW reserves the right to inspect the contents of lockers, storage areas, file cabinets, desks and workstations. To that end, GGW may at its discretion conduct random searches of such items.

All security and safety concerns should be reported to the Director of Loss Prevention, or other GGW designated security officer within twenty-four (24) hours. Failure of the Team Member to identify and/or report security violations and shoplifters is grounds for disciplinary action up to and including termination.

3.15 Team Member ID Badges

Goodwill of Grater Washington (GGW) Team Members may be issued an ID badge upon joining GGW. ID badges are used for identification purposes only. In some instances and depending on the location, the ID badge may be used to gain access to work sites and/or

designated work areas. Team Members must wear their ID badge while on duty. The ID badge will remain in the Team Member's possession for the duration of his or her employment; however, it remains the property of GGW and must be returned upon separation from the company. In the event an ID badge is lost or stolen, the Team Member should immediately report it to the People and Culture Team and obtain a replacement badge within three (3) business days.

3.16 Communication in the Workplace

Goodwill of Greater Washington (GGW) attempts promote workplace harmony while embracing the cultural and linguistic differences between our Team Members. GGW believes successful communication in the workplace will promote harmony, productivity, and efficiency.

GGW encourages all Team Members to speak their preferred language in the following circumstances:

- Conversations between Team Members held in nonworking areas, such as lunch room, break room, and restroom rooms
- Conversations with customer in a language other than English, which both the Team Member and the customer understand
- Interpretation of a conversation for a supervisor, another Team Member, or a customer
- Discussion work amongst each other in their native language

For all other circumstances Team Members are required to speak English to the best of their ability, when speaking to other Team Members, donor, customer or to a supervisor. This policy will help GGW further the goals mentioned above for the following reasons:

- It will promote safe and efficient business operations
- It will enable supervisors to monitor performance and more effectively manage company operations

It is the policy of GGW to encourage diversity and inclusiveness in all things. This includes employing individuals who may speak a language other than English as their primary means of communication. However, there are specific circumstances when GGW requires that its Team Members converse in or take direction and guidance in English. This communication policy addresses the specific circumstances where English-only rules must be observed due to business necessity.

Procedure

• Team Members will used English to the best of their ability when communicating with customers, co-workers and other business affiliates who speak only English. Customers who express a preference for another language are an exception to this rule.

- All task directions and work directives will be provided in English. Team Members
 engaged in team-related work efforts or project teams will be expected to communicate
 in English to the best of their abilities.
- All safety, facility and security-related materials will be provided in English, and meetings that relate to business operations, safety, facility, or personal security will be conducted in English.
- The use of the company Internet and intranet, as well as work-related e-mail and other communications that involve company safety and security matters, customer communications, specific work teams or projects, and other business-related group activities, will be in English, unless customer requirements state a preference that another language be used.

GGW remains committed to its diversity efforts, which include the use of languages in the workplace other than English. When specific business and operational requirements necessitate the use of English, all Team Members are expected to comply to the best of their abilities. Team Members having concerns or questions regarding this policy should address them with their immediate supervisor or People and Culture team.

Team Members violating this policy will be subject to disciplinary action appropriate to the offense committed



Section 4

Performance Management

- 4.1 Job Descriptions4.2 Initial Employment Period4.3 Performance Appraisal Program
- 4.4 Promotions

Goodwill of Greater Washington (GGW) is committed to providing opportunities for employment, training, and career advancement for GGW Team Members. GGW encourages Team Members to set career goals and take advantage of opportunities provided by GGW to build skills to reach their highest level of personal success.

4.1 Job Descriptions

Written job descriptions are maintained for each position at Goodwill of Greater Washington (GGW). Job descriptions outline the essential functions of the position, and may include information such as education, skill requirements, and working conditions and identify the position as exempt or non-exempt. Job descriptions are maintained in the People and Culture Team. Team Members are generally provided their job description during the interview process and at new hire orientation, so they have a clear understanding of the requirements and expectations Team Member with their positions.

Job descriptions are not static documents. Job descriptions do not constitute an exclusive list of job duties and responsibilities. GGW reserves the right to make changes to a job and job descriptions at its discretion. In such instances, the supervisor, manager or Division Vice President may work with the People and Culture Team to modify the job description and reevaluate the position. Where feasible, GGW may discuss these changes with the Team Member(s) affected prior to the changes taking place. When job duties are changed, the Team Member and his or her supervisor should review and discuss the changes to ensure mutual understanding of the duties and requirements of the position. Job descriptions will be reviewed annually and will be changed or modified, as necessary. Team Members can request a copy of their job descriptions from a direct manager or a member of the People and Culture team.

4.2 Initial Employment Period

All Goodwill of Greater Washington (GGW) Team Members, with the exception of the President and CEO whose employment is assessed by the Board of Directors, serve a ninety (90)-day initial employment period. This initial employment period allows the Team Member the opportunity to evaluate whether GGW fits into his or her career goals. This also provides GGW an assessment period to determine whether the individual's performance and/or skills appear to satisfy GGW's present needs. Team Members will have an opportunity to meet with their manager on or immediately after their first (45) days of employment to receive feedback on their performance.

The initial employment period is for ninety (90) days from the date of hire. At the conclusion of the initial employment period, the immediate supervisor will review the Team Member's performance against GGW's needs and standards for the position and make a decision to continue the working relationship, extend the initial employment period, or terminate the working relationship. An extension of the initial employment period may occur in cases where factors impede the supervisor's ability to fully or accurately assess the employment relationship. Extensions of the initial employment period may last up to an additional ninety

(90) days. The successful completion of this period does not result in any change in the *employment-at-will* relationship described in Section 2.2 of this Handbook.

In some instances, employment may end prior to the completion of the initial employment period—at the option of the Team Member or GGW. This policy does not guarantee a Team Member ninety (90) days of employment with GGW.

4.3 Performance Appraisal Program

Goodwill of Greater Washington (GGW) considers the performance appraisal process to be an important planning tool for ongoing development. Appraisals also document the progress of a Team Member's job performance while employed at GGW.

GGW attempts to review Team Members semi-annually during GGW's common review period each summer and winter. A Team Member may receive an interim (or off-cycle), formal or informal appraisal at the discretion of management. This may occur, for example, when an Team Member moves to a new position because of promotion, transfer or re- assignment, or while an Team Member is under disciplinary action for job performance.

Team Members are encouraged to participate in their own performance management and development. GGW believes the performance appraisal process should be an interactive process. It is the responsibility of the Team Member to complete and bring the Team Member Input Form to all formal reviews.

Midyear Appraisals

During the midyear appraisal process, the supervisor completes a written evaluation for the Team Member using the midyear performance appraisal form and a face-to-face meeting is scheduled to review and discuss the Team Member's performance. The purpose of the midyear appraisal is to provide feedback to the Team Member on his or her performance during the first 6 months of the year and to review progress made toward the completion of assigned work goals. If the Team Member does not meet expectations in certain areas of their job, the midyear appraisal may serve as an improvement plan prior to the annual performance appraisal process. Midyear appraisals are documented using the midyear performance appraisal form appropriate to the Team Member's position. The date of the appraisal should be indicated along with the supervisor's and Team Member's signatures.

Annual Appraisals

During the annual appraisal process, the supervisor completes a written evaluation for the Team Member using the year end performance appraisal form and a face-to-face meeting is scheduled to review and discuss the Team Member's performance. Included on the written appraisal are ratings in key performance factors and performance standards, RISE core value analysis, progress towards goals that were identified in the last review period, the assignment of goals for the next review period, and an overall performance rating.

At the conclusion of the performance discussion, the appraisal form should be signed by both the Team Member and supervisor. The Team Member's signature indicates only that he or she has received and read the appraisal. If a Team Member has a different or additional perspective regarding the content of his or her appraisal, he or she may prepare a written response which will be attached to the appraisal. The Team Member may also request a meeting with the Division Vice President to discuss the review. Written performance appraisals are a permanent record in each Team Member's personnel file.

4.4 Promotions

Goodwill of Greater Washington (GGW) encourages Team Members to develop their careers within the organization by supporting promotions and/or position transfers whenever such an action will enhance the growth and satisfaction of the Team Member, better utilize their education and skills, and conserve valuable knowledge. GGW encourages Team Members to approach their managers to communicate their aspirations to be promoted and/or transferred.

GGW attempts to fill job openings by transferring or promoting Team Members from within the organization whenever current Team Members are qualified for and interested in an available opportunity. In accordance with the guidelines outlined in Section 2.5 of the Team Member Handbook, all internal candidates will receive full consideration for the position for which they are applying.

GGW's internal development programs are designed to enhance a Team Members skills and qualifications. Team Members who complete GGW's internal development programs or are currently enrolled, must follow the guidelines outlined in Section 2.5 of the Team Member Handbook. Where promotion and advancement opportunities exist, eligible staff may be promoted to a position based on the Team Member's demonstrated performance, skills, and capabilities in relationship to the criteria, qualifications, and the specific needs of the Team.

A minimum employment period of three months is required before a Team Member can be promoted to another position. Only in extraordinary instances should a promotion be obtained sooner than three months. In this instance, the Division Leader must justify the Team Member's promotion by submitting a written document to the President and CEO for approval.

The Team Member must have received a rating of "Achieves Expectations" or above on his or her most recent performance appraisal and must have demonstrated an exemplary level of knowledge, skill and ability in his or her current position to be eligible for a promotion. The Team Member must meet the required qualifications and be able to perform the essential functions of the new position with or without reasonable accommodation. Essential and non-essential duties should be outlined in a job description and should be reviewed by the Team Member and new supervisor prior to the promotion becoming effective.

A Team Member who is promoted to a higher position will receive a rate of pay appropriate for the new position. Pay increases for promotions are effective on the first day of the next payroll processing period unless otherwise noted. Background checks and drug screenings may be performed on individuals hired or promoted into managerial positions or positions with access or responsibility for GGW assets within 30 days of promotion.

GGW is committed to supporting promotions and/or position transfers whenever such an action will enhance the growth and satisfaction of the Team Member and supports GGW's operational needs. All internal promotions and/or transfers should be completed within 4 weeks of the promotion/and or transfer becoming effective.



Section 5

Payroll Information

- 5.1 Compensation
- 5.2 Pay Schedule
- 5.3 Overtime Pay
- 5.4 Hours Worked
- 5.5 Recording Time Worked
- 5.6 Required Meal and Rest Breaks
- 5.7 Deduction in Wages

5.1 Compensation

Goodwill of Greater Washington (GGW) aims to pay competitive salaries that recognize individual performance. Starting salaries vary depending on numerous factors that can include competitive market data, experience, and education. Team Members' individual performance (merit), changes in government contracts, wage determination rates, as well as GGW's overall performance, will affect compensation and future increases.

Team Members may have their pay deposited directly into their checking or savings account by completing an authorization for direct deposit form within Dayforce. If a Team Member does not have a checking or savings account, payment for hours worked will be issued by pay card. GGW is required by law to deduct for federal and state withholding taxes, and social security taxes (FICA and Medicare). With the Team Member's written authorization, other deductions relating to fringe benefits such as health insurance premiums, life insurance premiums and retirement contributions may also be withheld.

Team Members should notify the People and Culture Team to update personal information such as changes in deductions, dependents, marital status, addresses, telephone numbers, etc.

5.2 Pay Schedule

Team Members are paid bi-weekly on Tuesdays. Our standard work week begins on Sunday and ends on Saturday. Team Members are paid bi-weekly on Tuesday. Pay periods begin at 12:01 a.m. on Sunday and end at 12:00 midnight on Saturday. Team Member will be paid on the second Tuesday after the end of the pay period. If a regular pay date falls on a recognized holiday, payday will be on the day before the holiday.

All Team Members are paid electronically through direct deposit to a personal bank account or a pay/debit card. Team Members may view complete pay statements electronically on the Dayforce online portal. Immediately report any suspected pay errors to your manager, who will report them to the payroll team. If necessary, the People and Culture team will promptly investigate and correct pay mistakes when alerted. The bi-weekly payroll calendar is available on GGW's Intranet under People and Culture Information.

Prior arrangements must be made with the People and Culture Team for special instructions pertaining to the picking up of final paychecks. Team Members who arrange for their final paychecks to be picked up or given to another individual must also provide written authorization to the People and Culture Team. Final payroll checks will be mailed to the Team Member's last known address unless other arrangements have been made before the check is prepared or if such a request has been made.

5.3 Overtime Pay

On occasion a Team Member may be required to work overtime. While managers will attempt to provide reasonable notice when the need for overtime work arises, advance notice may not always be possible. Non-exempt Team Members are compensated for overtime work at one and one-half times the regular hourly rate of pay for all hours worked beyond the 40th hour in a work week. Exempt Team Members are not eligible for overtime pay.

Managers must approve overtime in advance. Overtime work must be paid even when not approved by the manager; however, Team Members are subject to disciplinary action if the manager's approval is not obtained in advance. Questions about overtime should be directed to the Team Members manager or a People and Culture representative.

5.4 Hours Worked

Full-time Team Members: The work week schedule for all regular, full-time, non-exempt Team Members is 30 to 40 hours per week, excluding rest or meal breaks. Managers will discuss available scheduling options. Exempt Team Members are expected to work as necessary to complete their job responsibilities. Workdays and hours may vary according to the requirements of your organizational team and/or geographic location.

Part-time Team Members: Work hours and schedules for regular part-time Team Members will be arranged by management and will be less than 30 hours per work week.

Team Members are expected to be at the job location, dressed in appropriate attire, and ready for work at the time their shift begins.

5.5 Recording Hours Worked

All Team Members are responsible for accurately recording hours worked and requesting Paid Time Off (PTO) in the Dayforce Team Member portal. The time and attendance tracking system automatically rounds up or down to the nearest quarter hour, depending on when the Team Member clocks in and out.

No Team Member should clock in more than seven (7) minutes early or out more than seven (7) minutes late. Team Members are not to clock out earlier than the end of their shift without the supervisor's approval. Non-exempt Team Members must not access work-related emails or conduct other business outside of work hours. Doing so and failing to report that time as time worked is strictly prohibited. Exempt Team Members are required to use the Dayforce Team Member portal to request PTO and other full day absences from work.

5.6 Required Meal and Rest Breaks

Team Members are entitled to a rest break of fifteen (15) minutes during each three-hour (3-hr.) period a Team Member works. Team Members scheduled to work at least six (6) hours are entitled to one (1) Thirty (30) Minute Meal Break and One (1) Fifteen (15) Minute Break. Team Members scheduled to work seven (7) hours or greater are entitled to one (1) Thirty (30) Minute Meal Break and Two (2) Fifteen (15) Minute Break.

Normally, the regular work day for full-time Team Members consists of eight and one-half (8½) consecutive hours including two paid rest breaks of fifteen (15) minutes each and a thirty (30) minute unpaid lunch period. Part-time Team Members working at least four (4) hours a day will receive one fifteen (15) minute break. Team Members must receive advanced permission from their manager if they choose to combine the breaks with the thirty (30)-minute lunch for a one (1)-hour lunch period but may not waive their break time and leave the job earlier at the end of the set workday.

A complete meal and break schedule based on the number of hours scheduled to work is available by contacting the manager on duty. Meal breaks are not counted toward worked hours. Team Members are to be completely relieved from duty during their meal break. If a Team Member is required to perform any work duties while on his or her meal break period, the Team Member must be compensated for the time spent performing work duties. The time spent working during the meal break will be counted toward the total hours worked.

Managers and Team Members should work together cooperatively to determine when an Team Member will take a break required under federal and state law. When working cooperatively, the manager and Team Member should take into consideration both GGW's business needs as well as the individual Team Member's needs. Failure to return on time from breaks or lunch will subject the Team Member to disciplinary action up to and including termination of employment.

Expectations

Team Members may not waive their break time and leave the job earlier at the end of the set workday. Team Members are expected to be at the job location, dressed in appropriate attire, and ready for work at the time their shift begins. The time and attendance tracking system automatically rounds up or down to the nearest quarter hour, depending on when the Team Member clocks in and out. No Team Member should clock in more than seven (7) minutes early or out more than seven (7) minutes late. Team Members are not to clock out earlier than the end of their shift without the supervisor's approval. Team Members are not to work off the clock. Managers are not to request or permit Team Members to work off the clock. Violation of this policy may subject the manager to disciplinary action up to and including termination. Failure to clock in and out in accordance with GGW's policy will subject a Team Member to disciplinary action up to and including termination.

5.7 Deduction of Wages

Goodwill of Greater Washington (GGW) complies with the requirements of the Fair Labor Standards Act (FLSA). GGW does not make improper deductions from the salaries of exempt Team Members. Exempt Team Members are those employed in a bona fide executive, administrative, or professional capacity and who are exempt from the FLSA's overtime pay requirements.

Permissible Deductions

There are certain circumstances where deductions from the salaries of exempt Team Members are permissible. Such circumstances include:

- When an exempt Team Member is absent from work for one or more full days for personal reasons other than sickness or disability;
- When an exempt Team Member is absent for one or more full days due to sickness or disability if the deduction is made in accordance with a bona fide plan, policy or practice regarding compensation for salary lost due to illness;
- To offset amounts received as witness or jury fees, or for military pay; or
- For unpaid disciplinary suspensions of one or more full days imposed in good faith for workplace conduct rule infractions.

GGW is not required to pay the full salary in the initial or terminal week of employment; for weeks in which an exempt Team Member takes unpaid leave under the Family and Medical Leave Act or; for penalties imposed in good faith for infraction of safety rules of major significance. In these circumstances, either partial day or full day deductions may be made.

Improper Deductions

Any Team Member who believes that an improper deduction has been made to their salary should immediately report this information to their direct supervisor, manager, or People and Culture Team.

Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, the Team Member will be promptly reimbursed for any improper deduction made.

GGW will follow all legal requirements for direct deposit and pay cards. GGW will mail all pay cards to the Team Members assigned store for pick-up.

Disclaimer

GGW's pay practices, procedures and records are the basis for establishing the number of hours worked by each Team Member and govern all questions pertaining to hours worked, overtime and all other pay issues. Nothing in this Handbook is a guarantee by GGW of work hours per day, per week, per year or any specific work schedule.



Section 6

Time Off Policies

- 6.1 Holiday Pay
- 6.2 Paid Time Off
- 6.3 Scheduling Use of PTO
- 6.4 Leave Without Pay
- 6.5 Bereavement
- 6.6 Jury Duty and Court Appearances
- 6.7 Voting
- 6.8 Military Leave
- 6.9 Paid Family Leave
- 6.10 Family & Medical Leave (FMLA)
- 6.11 Disability Coverages
- 6.12 Personal Leave of Absence

6.1 Holiday Pay

The following holidays are paid closings for SCA-Contract Team Members: New Year's Day, Martin Luther King, Jr. Birthday, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day. However, each site may observe different holidays. The holiday observance closure schedule for each site governs the work schedule of GGW Team Members at that site. If a Team Member is required to work on one of these holidays, the Team Member will receive pay for the holiday in addition to pay at the regular rate for all hours worked.

Team Members who are regularly scheduled to work less than 40 hours per week are eligible for holiday pay on a pro-rated basis based on the number of hours they are regularly scheduled to work.

Exceptions

Team Members who receive disability benefits such as Workers Compensation and short- or long- term disability or are on disciplinary suspension will not be paid for holiday time by GGW. If these holidays are covered through their disability benefits, payment should come from the entity paying the benefit. Team Members on suspension during holiday will not receive holiday pay.

6.2 Paid Time Off

Goodwill of Greater Washington (GGW) believes that taking time for rest and relaxation plays an important role in health and quality of life. Paid time off ("PTO") is provided to eligible Team Members to be used for vacation, personal needs, or to attend to family matters. SCA Sick leave is in addition to PTO and can be used to address personal or family member illness and medical appointments.

GGW provides paid personal and sick leave to all eligible full- and part-time Team Members as follows:

Personal Time Off:

1. Accrual

All SCA Team Members are granted leave after one full year of employment. The amount of leave depends on the number of hours worked in the previous year. Leave is determined by the following formula:

Years 1 - 5 = Total Hours Worked / 2080 X 80 Hours Years 6 - 15 = Total Hours Worked / 2080 X 120 Hours Years 16+ = Total Hours Worked / 2080 X 160 Hours

2. End of Year Balances

This policy does not allow for the carryover of personal leave time. Leave must be taken or payment to the SCA Team Members for the leave must be made before the next anniversary date, before completion of the current contract, or before the Team Member terminates employment, whichever occurs first. GGW has the option of requiring personal leave time to be taken when the Team Member is eligible or to pay individuals for the leave time in lieu of time off. Payout of remaining annual leave balances does not apply to Project Managers, Assistant Project Managers, and Supervisors.

3. Separation of Employment

Team Members with at least one (1) full year of service who separate from GGW will receive pay for all unused personal leave time. Team Members with less than one (1) full year of service will not be paid for unused accrued personal leave upon separation from GGW. Personal leave pay will be less federal and state income withholding taxes, regular deductions, and any amount owed to GGW.

Federal Contractor Sick Leave:

SCA federal contracts provide sick leave in addition to the PTO described above.

1. Accrual of Federal Contractor Sick Leave

All SCA Team Members accrue sick leave at the following rate per hour worked:

Accrual Rate	Max Use	Max Carryover
1 hour per 30 hours worked	56	56

Team Members may only carry over up to 56 hours of unused sick leave into the next year. For all Team Members working at locations in the District of Columbia, this accrued leave policy includes leave under the DC Accrued Sick and Safe Leave Act of 2008. Federal contractor sick leave is not paid out upon separation.

2. Use of Federal Contractor Sick Leave

SCA Team Members may use their accrued paid sick leave if they are absent because of:

- 1. A physical or mental illness, injury, or medical condition.
- 2. Obtaining treatment from a health care provider.
- 3. Caring for a family member who has a physical or mental illness, injury, or medical condition.
- 4. Domestic violence, sexual assault, or stalking, if the time absent from work is to obtain counseling, seek relocation, seek assistance from a victim services organization, take related legal action, or assist a family member in engaging in any of these activities.

If a Team Member uses three or more consecutive days of paid sick leave, the Team Member will be required to provide certification from a health care provider (or other appropriate documentation if the leave was related to domestic violence, sexual assault or stalking) to verify the need for paid sick leave. Team Members who receive disability benefits or are on a leave of absence will not accrue additional leave while in an inactive status. Team Members who are on an approved leave of absence may still receive pay by using their available personal leave time. Team Members may not use their available personal leave time while on a disciplinary leave of absence.

6.3 Scheduling Use of PTO/SICK

Personal leave requests must be scheduled and approved in advance by the supervisor unless the need for leave is unforeseeable. Supervisors should make every reasonable effort to accommodate a Team Members PTO request. Except for leave taken pursuant to an applicable sick leave law, approval of personal leave requests at a particular time or for a particular length of time may be denied due to business needs. Team Members who are on an approved leave of absence may still receive pay by using their available PTO and, if applicable, any accrued sick leave. After a Team Member gives notice of his/her voluntary resignation, the notice period cannot be satisfied by use of PTO hours unless approved by the team's senior leader.

6.4 Leave Without Pay

Team Members will not be granted unpaid leave until all current year leave is exhausted. When Team Members are scheduled to work and incur an unscheduled absence for any reason, PTO hours may be used if available. PTO cannot be paid in lieu of taking time off. Goodwill of Greater Washington has the option to require the use of paid leave due to business needs.

6.5 Bereavement

All Team Members who have successfully completed their initial sixty (60) day waiting period for benefits are eligible for bereavement leave. Upon the death of a member of a Team Member's immediate family, Goodwill of Greater Washington (GGW) will provide the Team Member with a paid leave of absence up to three (3) days. For purposes of this policy, the following relations are considered immediate family: spouse, parent, spouse's parent, child, sibling, grandchild, grandparent or any person who is legally acting as one of the above. Paid leave may be taken on regularly scheduled, consecutive workdays following the day of the family member's passing. GGW will provide bereavement leave for no more than three separate occasions within a given 12-month period.

6.6 Jury Duty & Court Appearances

Any Team Member summoned for jury duty will be granted time off with pay to fulfill their obligation. The Team Member is requested to notify his or her supervisor and the People and Culture team as far in advance as possible of any absence for such purpose. A copy of the summons, subpoena or other written evidence of jury duty should be submitted to the People and Culture Team. Team Members may be required to reimburse Goodwill of Greater Washington for compensation received from the court for jury service.

Team Members subpoenaed to appear in court for reasons unrelated to the business of GGW will be granted time off without pay to fulfill the obligation. The Team Member is requested to notify his or her supervisor and the People and Culture Team as far in advance as possible of any absence for such purpose. A copy of the subpoena or other written evidence should be submitted to the People and Culture Team.

6.7 Voting

Generally, Team Members are expected to vote before or after working hours. Except where required by State law, Team Members may request manager approval for unpaid time off during the workday to vote.

6.8 Military Leave

Goodwill of Greater Washington (GGW) complies with all applicable laws under the Uniformed Service Employment and Reemployment Rights Act (USERRA) that afford protection rights to Team Members serving duty with the military, the Reserve, or the National Guard. Military leave of absence is granted for temporary military duty and active duty.

Team Members will receive leave without pay for authorized training or duty. The days need not be consecutive. The Team Member must notify his/her supervisor of the call to military service as soon as the information is known. Service members must provide advance written or verbal notice to GGW for all military duty unless giving notice is impossible, unreasonable, or precluded by military necessity.

6.9 Paid Family Leave

In an effort to support our Team Members and their families, Goodwill of Greater Washington (GGW) provides a "Parental Leave" benefit. All Team Members who have been with GGW for at least one year will be eligible to receive up to two weeks of paid leave related to:

- The birth of a child and to bond with the newborn child within one year of birth.
- Placement with the Team Member of a child for adoption or foster care and to bond with the newly placed child within one year of placement.
- This benefit is available to both mothers and fathers.
- To request paid family leave, contact the People and Culture team at Benefits@dcgoodwill.org.

GGW will provide up to 24 hours of leave during any 12-month period to all DC Team Member for the purpose of attending or participating in school-related events for his or her child, or to celebrate the District of Columbia Emancipation Day. "District of Columbia Emancipation Day" means April 16th of each year. The leave will be unpaid leave unless the Team Member chooses to use personal leave (PTO). For more information on family leave, contact the People and Culture team at: Benefits@dcgoodwill.org.

6.10 Family & Medical Leave (FMLA)

In accordance with the Family and Medical Leave Act (FMLA) of 1993, GGW grants periods of unpaid leave to Team Members who request time off for family or medical reasons. The following paragraphs outline the eligibility criteria and general guidelines used in administering FMLA. All FMLA requests must be approved by the People and Culture Team. Team Members should contact a People and Culture representative to request FMLA leave and to receive any applicable notices and certification forms. Requests for FMLA may also be sent to benefits@dcgoodwill.org.

For purposes of this policy, a family member is defined as: a person with whom the Team Member is related by blood, legal custody or marriage; a child who lives with the Team Member and for whom the Team Member permanently assumes and discharges parental responsibility; or a person with whom the Team Member shares, or has shared within the past year, a mutual residence and with whom the Team Member maintained a committed relationship.

A child is defined as being under 21 years of age; 21 years of age or older but substantially dependent upon the Team Member by reason of physical or mental disability; or under 25 years of age and a full-time student at an accredited college or university.

Federal Guidelines

Eligibility

12 months of employment and at least 1,250 hours of service during the twelve months prior to the beginning of the leave.

Leave Allowance

Leave may be taken on an intermittent basis if medically necessary. An eligible Team Member may take up to 12 weeks of unpaid leave during any 12-month period for one or more of the

reasons mentioned below. Exceptions to eligibility requirements are made for USERRA protected Team Members. Please contact a member of the People and Culture Team for details.

An eligible Team Member may take up to twelve (12) workweeks of unpaid time off during any 12-month period for the following reasons: (1) the birth of and care for a newborn child; (2) the placement of a child with the Team Member for adoption/foster care, or for whom the Team Member permanently assumes and discharges parental responsibility; (3) to care for a family member with a serious health condition; or (4) a serious health condition that makes the Team Member unable to perform the Team Member's job.

District of Columbia Guidelines (DCFMLA)

(The DCFMLA guidelines apply to Team Members working in the District of Columbia (DC) or who work in DC at least 50% of their working time).

Eligibility

12 months of employment and at least 1,000 hours of service during the twelve months prior to the beginning of the leave.

Leave Allowance

Leave may be taken on an intermittent basis if medically necessary. An eligible Team Member may take up to 16 weeks of unpaid medical leave during any 24-month period and up to 16 weeks of unpaid family leave in a 24-month period for any of the reasons mentioned above.

Military Family Leave Entitlements

Eligible Team Members with a family member in the Armed Forces, or on active duty or called to active duty status in the National Guard, or Reserves in support of a contingency operation; or deployed to a foreign country may use their 12 week entitlement to address the following qualifying exigencies: 1) attending certain military events; 2) arranging for alternative child care; 3) addressing certain financial and legal arrangements; 4) attending certain counseling sessions; 5) rest and recuperation leave; or 6) attending post- deployment reintegration meetings.

Eligible Team Members may take up to 26 weeks of leave to care for a covered servicemember during a single 12 month period. A covered servicemember is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform his or her duties for which the servicemember is undergoing medical treatment, recuperation, or therapy; or is in outpatient status or is on the temporary disability retired list. An eligible Team Member may take FMLA caregiver leave to care for veterans who are undergoing medical treatment, recuperation or therapy for a serious injury or illness and who were members of the Armed Forces, National Guard, or Reserves at any time during the five years preceding the date of treatment, recuperation or therapy.

<u>Definition of Serious Health Condition</u>

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the Team Member from performing the essential functions of the job, or prevents a qualified family member from participating in school or other daily activities.

Continuing treatment may be met by a period of incapacity of more than three consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Leave Administration

Notice of Leave

If the need for family and medical leave is foreseeable, the Team Member must give GGW at least thirty (30) days prior written notice. Failure to provide such notice may be grounds for a delay or denial of leave. Where the need for such leave is not foreseeable, Team Members are expected to notify GGW as soon as practicable and must comply with GGW's normal call-in procedures.

GGW will notify the Team Member requesting leave whether they are eligible under FMLA. If they are, the notice will specify any additional information required as well as the Team Members rights and responsibilities. GGW will inform the Team Member if leave will be designated as FMLA – protected and the amount of leave counted against the Team Members leave entitlement. If the Team Member is not eligible, GGW will provide the reason for denial.

Medical Certification

The Team Member must provide sufficient information for GGW to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include the inability to perform job functions; the family member is unable to perform daily activities; the need for hospitalization or continued treatment; or circumstances supporting the need for military family leave.

The Team Member will be required to provide a certification from the appropriate health care provider for medical leaves. The medical certification must be provided within 15 days after it is requested, or as soon as reasonably possible under the circumstances. Failure to provide requested medical certification in a timely manner may result in denial of leave until it is provided. GGW has family and medical leave forms available on the People and Culture intranet site. The Team Member should use these forms when requesting leave.

Use of Leave

A Team Member does not need to use the total leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. The Team Member must inform GGW if the requested leave is for a reason for which FMLA leave was previously taken or certified. Team Members must make reasonable efforts to schedule leave

so as to not unduly disrupt the employers operations. Leave for qualifying exigencies may also be taken on an intermittent basis.

Leave under this policy is unpaid. GGW's normal paid leave policies require the use of accrued leave while taking FMLA leave. However, DCFMLA guidelines do not require the use of accrued leave.

Medical and Other Benefits

During the leave, GGW will maintain the Team Member's health benefits under the same conditions as if the Team Member had continued working. If paid leave is substituted for unpaid family and medical leave, GGW will deduct the Team Member's portions of the health plan premium as a regular payroll deduction. If the Team Member's leave is unpaid, the Team Member must make the required payments directly to the Human Resources Manager at GGW's headquarters. The Team Member is not entitled to seniority or benefit accruals (such as paid personal leave) during periods of unpaid leave.

Reporting While on Leave

If a Team Member takes leave because of a serious health condition or to care for a family member with a serious health condition, the Team Member may be required to contact his or her supervisor on a regular basis regarding the status of the condition and the Team Member's intention to return to work. For leave for other purposes, the Team Member may be periodically required to report on his or her status and intent to return to work.

Returning from Leave

If the Team Member wishes to return to work upon the expiration of the leave, he or she is generally entitled to return to the same position or to an equivalent position with equal pay, benefits and other terms and conditions of employment. If the Team Member takes leave because of a serious health condition, he or she is required to provide a medical certification that he or she is fit to resume work. Team Members failing to provide a fitness- for-duty certificate will not be permitted to resume work until it is provided.

Exemption for Highly Compensated Team Members

Highly compensated Team Members, (i.e., the highest paid 10% of GGW's Team Members) may not be returned to their former or equivalent position following family or medical leave if restoration of employment will cause substantial economic injury to GGW's operations. GGW will notify a Team Member: if he or she qualifies as a highly compensated Team Member; if it intends to deny reinstatement; and of the Team Member's rights in such instances.

Enforcement

A Team Member may not be granted family medical leave to gain employment or work elsewhere, including self-employment. If the Team Member misrepresents facts to be granted a leave, he or she will be subject to immediate termination. FMLA makes it unlawful for GGW to interfere with, restrain, or deny the exercise of any right provided under FMLA. GGW may not discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or related to FMLA. A Team Member may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against GGW.

For additional questions about family and medical leave rights and obligations, please contact the People and Culture Team or send an e-mail question to: Benefits@dcgoodwill.org.

6.11 Disability Coverage

All full-time Team Members are eligible for coverage in Goodwill of Greater Washington's (GGW) short-term and long-term disability plans. Coverage begins on the first of the month after sixty (60) days of employment. Short-term disability coverage provides for coverage in the amount of 60% of gross pay up to a maximum benefit of \$1,000.00 per week after a fourteen (14) day elimination period for disabilities lasting up to ninety (90) days.

Long-term disability coverage provides for coverage in the amount of 60% of gross pay on a monthly basis for disabilities beyond ninety (90) days. The enrollment premium for this benefit is paid 100% by GGW. Team Member disability status must be confirmed and certified by a doctor and approved through the insurance company in order to receive disability benefits. For more details regarding GGWs STD and LTD plans, or to make a disability claim, please contact a member of the People and Culture team or access the claim form on the intranet site under "Benefits."

6.12 Personal Leave of Absence

Goodwill of Greater Washington (GGW) may, at its discretion, grant an unpaid leave of absence for valid and compelling personal reasons to a Team Member who has completed at least one year of continuous service. A Team Member who wishes to take a personal leave of absence must submit a written request to his or her supervisor, including the reason for the request and the expected leave duration. Personal leaves cannot exceed sixty (60) days in any calendar year.

If the Team Member fails to return to work on the agreed-upon date and a leave extension has not been approved, the Team Member will be considered to have voluntarily resigned from their employment with GGW. During a personal leave of absence, the Team Member will only maintain health benefits if he or she pays the full monthly insurance premium to GGW. Failure to pay the monthly premium may result in cancellation of the Team Member's insurance coverage.



Section 7

Benefits

- 7.1 Health and Welfare Benefits
- 7.2 Medical/Dental/Vision Coverage
- 7.3 Flexible Spending Accounts (FSAs)
- 7.4 403(b)/401(k) Retirement Plan
- 7.5 Life and AD&D Insurance
- 7.6 Tuition Assistance Program
- 7.7 Employee Assistance Program (EAP)
- 7.8 Dayforce Wallet (Same Day Pay)
- 7.9 Caring Fund
- 7.10 Team Member Discount and Purchase
- 7.11 Consolidated Omnibus Budget Reconciliation Act (COBRA)
- 7.12 Changes in Benefits Coverage
- 7.13 Changes in Beneficiary Designations

7.1 Health & Welfare Benefits

Goodwill of Greater Washington (GGW) is committed to providing a comprehensive and competitive benefits program for its Team Members. Benefits are an important part of total compensation, and eligible Team Members may participate in these programs. The following is a short summary of some of the plans' benefits. Please refer to the Team Member Benefits Guide, Plan Documents and Summary of Benefits and Coverages (SBCs) which can be found on the GGW intranet site under "Benefits" and Dayforce Team Member portal under Benefits.

Initial benefit enrollments may be completed using paper enrollment forms sent to the worksite or online through the Dayforce benefits guided process within the Team Members initial (60) day waiting period. After the initial option to enroll in the health insurance plan, Team Members may change coverage only upon the occurrence of the following life events: birth or adoption; marriage; divorce; death; or reduction of hours. Such change must be made within thirty (30) days of the event. Team Members may also elect to delete coverage, add or delete dependent coverage, or change plans during the annual open enrollment period.

Details of benefit programs are contained in the formal plan documents. If any information contained in this summary conflicts with the formal plan documents, the formal plan documents will control. GGW is not liable to the Team Member, his or her family members, heirs, executors or beneficiaries for any payment or claim to be payable under any plan or policy, except as otherwise required by law. GGW reserves the right to change, alter or terminate plans and carriers at its sole discretion, and in accordance with applicable law.

Below is an overview of benefits for eligible Team Members, their spouses, and children. The complete benefits guide booklet, eligibility information and plan provisions can be found on GGWs intranet site, Learning Management System (LMS) or Dayforce. Contributions for medical, dental, vision care coverage, retirement, and spending accounts are taken from Team Members pay before taxes are withheld. Any questions regarding clarification of these policies should be directed to Benefits@dcgoodwill.org.

7.2 Medical/Dental/Vision Coverage

All full-time team members who are regularly scheduled to work at least thirty (30) hours per week are eligible to participate in one of the available medical plans and a separate dental and vision plan. Team Members who are regularly scheduled to work less than thirty (30) hours per week are ineligible to participate in GGW's medical plan but may be eligible to participate in GGW's dental and vision plans.

Hours worked by part-time and variable hour associates are reviewed in accordance with applicable Patient Protection and Affordable Care Act (PPACA) measurement period regulations. Associates may contact the People and Culture Team with questions regarding eligibility, measurement periods, and enrollment opportunities.

Cost Sharing

GGW pays part of the monthly premium for the medical plan, but does not pay part of the cost of the monthly premium for the separate dental and vision plans. Team Members pay their share of the monthly premium on a pre-tax basis through payroll deduction.

7.3 Flexible Spending Accounts (FSAs)

Goodwill of Greater Washington offers a flexible spending account for transportation and dependent care benefits. FSAs allow Team Members to set aside pre-tax money for eligible transportation and dependent care expenses.

Dependent Care Flexible Spending Account (DCFSA): Allows Team Members to pay for dependent/childcare expenses that are not reimbursed from insurance or any other source. Team Members may set aside pre-tax dollars, up to established IRS limits per household, to pay for eligible dependent care expenses. This includes childcare, elder care, or other eligible dependent care.

Commuter Expense Reimbursement Accounts: allow Team Members to pay for eligible commuting expenses pre-tax from your paycheck each month. Team Members may elect up to monthly IRS limits for parking and public transportation using pre-tax dollars.

7.4 Retirement Plan - 403(b)/401(k)

Goodwill of Greater Washington provides retirement benefits through a 403(b) savings plan that permits Team Members to set aside a portion of their pay in a special tax-deferred investment account. Best Kept Buildings (BKB) Team Members are eligible to participate in a tax-deferred 401(k) savings plan. All Team Members 21 year of age or older are eligible to begin making voluntary contributions to the plan on the first day of employment. Additional details are available in the 403(b) and 401(k) plan summary documents.

7.5 Life and AD&D Insurance

Basic life and accidental death & dismemberment (AD&D) insurance coverage are core benefits provided by Goodwill of Greater Washington at no cost to Team Members. All SCA Team Members are eligible for life insurance coverage up to a maximum of \$30,000. Project Managers are eligible for a maximum of \$50,000. Team Members may purchase additional life insurance and/or accidental death coverage to supplement the coverage provided by the organization.

7.6 Tuition Assistance Program

Goodwill of Greater Washington (GGW) encourages Team Members to improve their skills and knowledge through education. Team Members can request tuition assistance for courses that would enhance their ability to perform their current job, further their career, prepare them for future responsibilities, or further the mission of GGW. GGW will reimburse Team Member (student) costs for tuition and books up to \$5,250.00 per fiscal year, provided the Team Member earns a grade of "C" or above. The application can be found on the GGW intranet site under "Benefits."

7.7 Employee Assistance Program (EAP)

Goodwill of Greater Washington (GGW) offers Team Members and their families free personal assistance through the Employee Assistance Program (EAP), a resource that gives you and your loved one's support and information you need to help handle life's demands. When going through a difficult time, having someone to talk to can make a big difference in your state of mind. You and your loved ones have access to confidential counseling from trained counselors for: stress; anxiety and depression; relationship/marital conflicts; parenting questions; job pressures; grief and loss; and substance abuse. Additional legal and financial resources are available.

EAP is a confidential professional counseling service and is available 24/7 by phone or online. GGWs toll-free number is 855-327-4463 and the website is www.guidanceresources.com, company ID: LINCOLN. When a Team Member or an immediate family member contacts the EAP, s/he will speak with a professional counselor who will listen and refer the caller to an appropriate local EAP counselor. Up to six (6) counseling sessions per incident are included at no cost. If additional counseling is required, Team Members are responsible for any fees and should check his/her medical coverage to find out whether additional treatment will be reimbursed.

7.8 Dayforce Wallet (Same Day Pay)

Dayforce Wallet is a flexible pay method that will allow Team Members to access up to 75 percent of their pay as soon as it is earned; without the need to wait until payday. Dayforce Wallet includes an easy-to-use mobile app paired with a Dayforce prepaid debit card. Team Members can use a mobile app to access earned pay and add it to a Dayforce debit card. The Dayforce debit card can be used to pay bills, make purchases, and withdraw cash. Dayforce Wallet is only available to hourly Team Members. Learn more at www.dayforcewallet.com.

7.9 Caring Fund

Goodwill of Greater Washington (GGW) Team Members who find themselves in extreme financial hardship as a result of an emergency or catastrophic incident can apply for GGW's Caring Fund. This program is intended for Team Members facing emergency events which are beyond the individual's control and without assistance would typically place the person in the position of relying on services from an outside agency to cover the basic of life – food, water, clothing, emergency medical care, shelter or transportation.

The Caring Fund will generally grant up to \$500 per qualifying event with a maximum of \$1,000 per calendar year with a lifetime max of \$5,000. All Team Members who have been employed by GGW for a minim of six months are eligible. To apply or for more information, reach out to a RISE coach.

7.10 Team Member Discount and Purchase

Contracts Team Members may shop at any GGW retail store and receive a 50% discount on the purchase. Proof of employment (name tag, badge, or pay stub) may be used to verify identity for Team Member discount.

7.11 Consolidated Omnibus Budget Reconciliation Act (COBRA)

COBRA gives Team Members and/or their qualified beneficiaries the opportunity to continue health coverage under GGW's insurance plans when a qualifying event would normally result in the loss of eligibility. Common qualifying events include: resignation, involuntary termination of employment or death of a Team Member; reduction in a Team Member's hours or a leave of absence; a Team Member's divorce or legal separation; and a dependent child who no longer meets eligibility requirements. Under COBRA, the Team Member pays the full cost of coverage at GGW's group rates plus an administrative fee.

GGW will provide each eligible Team Member with a written notice describing rights granted under COBRA at the time of hire and again during any subsequent qualifying event of which GGW is aware. Team Members are requested to advise the People and Culture Team of any changes in personal/family status that may be a qualifying event. COBRA coverage generally lasts up to eighteen (18) months. The occurrence of a qualifying event during the COBRA coverage period may extend the COBRA eligibility period to as much as thirty-six (36) months.

7.12 Changes in Benefits Coverage

Team Members may change benefits coverage during the annual open enrollment period or as a result of a qualified status change. Team Members can change coverage during the year when experiencing a qualified change in status, such as marriage, divorce, birth, adoption,

placement for adoption, or loss of coverage. The change must be reported to a member of the People and Culture Team within 30 days of the event. The change must be consistent with the event. You may send notification of any life changing events to: Benefits@dcgoodwill.org. Team Members may also access the Life Events Form on the Dayforce online portal.

7.14 Changes in Beneficiary Designations

Team Members may change beneficiary designations by accessing the beneficiary Information form on the Dayforce online portal. Contact a People and Culture representative if you need assistance.



Section 8

Work Conditions

- 8.1 Management's Commitment to a Positive Work Environment
- 8.2 Workplace Violence
- 8.3 Harassment Free Workplace
- 8.4 Grievance Policy
- 8.5 Open Door Policy
- 8.6 Whistleblower Policy

Goodwill of Greater Washington is committed to treating all Team Members with respect, integrity, service, excellence and fairness. To demonstrate our commitment, we encourage every Team Member to voice concerns regarding their treatment and to have those concerns heard in an atmosphere of respect and cooperation.

8.1 Management's Commitment to a Positive Work Environment

Goodwill of Greater Washington (GGW) strives to maintain a culture of doing the right thing at all times, consistent with the highest of ethical standards. To that end, we expect each of our managers to create and maintain an open working environment that invites discussion on a wide range of issues relevant to GGW's operations and compliance with GGW policies and rules. Managers are expected to achieve such an environment through leading by example.

8.2 Workplace Violence

Goodwill of Greater Washington (GGW) is committed to providing a safe, healthy workplace free from violence or threats of violence. Individuals who engage in or threaten violent behavior may be removed from the premises and are subject to disciplinary and other action up to and including termination, arrest and/or criminal prosecution.

GGW does not tolerate behavior, whether direct or through the use of company facilities, property or resources, that is violent, threatens violence, harasses or intimidates others, interferes with an individual's legal rights or disrupts the workplace. Violent or threatening behavior can include physical acts, oral or written statements, harassing telephone calls, gestures and expressions, or behaviors such as stalking.

8.3 Harassment Free Workplace

Introduction

Goodwill of Greater Washington (GGW) strives to maintain an environment free of any form of workplace harassment. It is against GGW policy for any Team Member, contractor, client, or vendor to harass any GGW Team Member or non-Team Member on the basis of race, age, color, religion, gender or expression of identity, national origin, political affiliation, disability, matriculation, personal appearance, sexual orientation, family responsibilities, familial status, veteran status, marital status, pregnancy, childbirth, genetic background, or any other legally protected characteristic.

Types and Definitions of Harassment

Harassment is behavior that has the purpose or effect of creating an intimidating, hostile, or offensive working environment; has the purpose or effect of unreasonably interfering with an individual's work performance; or otherwise adversely affects an individual's employment opportunities. Harassment may take many forms including, but not limited to:

- 1) Verbal Harassment: innuendoes, suggestive comments, jokes of a sexual, ethnic, genetic, race-based or religious nature; sexual propositions, advances or threats; subtle or overt pressure for sexual favors; inappropriate comments about an individual's body or appearance; unwelcome comments; or personal inquiries into a person's private life.
- 2) Non-Verbal Harassment: displays of offensive objects or pictures, e-mails, websites, gestures, lingering, or suggestive bodily movements or stares; and
- 3) Physical Harassment: unwanted contact including touching, pinching, brushing against the body, pushing, hitting or throwing objects, or any other unwanted physical contact.

Reporting Procedures

Any Team Member who believes he or she is being harassed should advise the person they believe is harassing them promptly that his or her behavior is unwelcome and request that it be discontinued immediately. Whether or not a Team Member who believes he or she is being harassed talks directly to the person who they believe is harassing them, he or she should report such offending behavior immediately to his or her supervisor or the People and Culture Team, or the Corporate Compliance Officer. The Team Member may bypass his or her supervisor if the Team Member is uncomfortable reporting the harassment to the supervisor. Any Team Member who believes he or she has witnessed harassment should immediately report the matter to his or her supervisor and to the People and Culture Team.

Management Responsibility

Misconduct involving harassing behavior will be dealt with appropriately and promptly. Any manager who receives a complaint of harassment or inappropriate behavior on the part of or from any Team Member, vendor or contractor involving a GGW associate, or who has reason to suspect harassment may be occurring, is obligated to immediately notify the People and Culture Team. GGW will promptly and thoroughly investigate the facts and circumstances of all harassment claims.

Confidentiality

GGW will maintain the confidentiality of such complaints to the maximum extent practicable. Investigation of such complaints may require disclosure to the accused party and other witnesses for gathering pertinent facts.

Consequences

When the organization completes the investigation and a determination is made regarding the alleged harassment, the parties involved will be timely informed of the results. All Team Members, regardless of position or title, will be subject to discipline up to and including discharge if the organization determines that a Team Member has engaged in harassment in violation of this policy.

Non-Retaliation

No retaliatory measures will be taken against a Team Member who complains of or reports harassment or participates in an investigation. Any individual found to have engaged in retaliatory behavior may be disciplined up to and including termination.

8.4 Grievance Policy

Introduction

GGW provides all Team Members a method to handle and resolve complaints and grievances quickly and internally. The grievance process is an internal management tool created to assist the Team Member in resolving conflicts with the organization. All conferences with the Team Member are conducted in private and in confidence.

Eligibility

Team Members who have completed ninety (90) calendar days of employment and have successfully completed their initial employment period may use the grievance procedure.

Grievable Concerns

Team Members may register complaints or problems concerning working conditions, the interpretation or application of policies and procedures, a disciplinary action, or other matters related to their employment.

Non-Grievable Concerns

The following are not subject to this grievance policy and procedure unless there is evidence of an unlawful act: an action caused by a reduction in workforce or the termination of a Team Member; a non-selection for promotion when the sole basis for the grievance is an allegation by the associate that he or she is better qualified than the person selected; rate of pay; performance appraisals; initial employment period review; probationary period review; Team Member benefits; and position classifications.

Procedures

The Team Member should begin by discussing the problem with his or her supervisor. If the grievance is unresolved after three (3) working days, the Team Member should contact the next level supervisor. If the grievance remains unresolved three (3) working days, the Team Member should contact the Chief People and Culture Officer, who will then hear the grievance and take the necessary measures to resolve it. This may involve the review and evaluation of the grievance through discussion with the Team Member (complainant) and may involve obtaining statements from witnesses or other persons. After a full review, the Chief People and Culture Officer will issue a written recommendation to the Corporate Compliance Officer, President and CEO, to the Team Member(s) involved, and to the supervisor(s). Failure by the Team Member (complainant) to comply with the procedures set forth herein may result in dismissal of the complaint.

No associate will be retaliated against for filing a grievance or participating in the grievance process. Nothing in this policy shall alter a Team Member's employment-at-will status with GGW.

8.5 Open Door Policy

The People and Culture Team is always open to all Team Members. If a Team Member has a problem or concern and is not satisfied with the answer or solution offered by his or her immediate supervisor, the Team Member should speak with the People and Culture Team.

8.6 Whistleblower Policy

Goodwill of Greater Washington (GGW) is committed to an organizational culture characterized by openness, integrity, responsibility, and accountability. This commitment means that all GGW directors, officers, and Team Members must meet the highest ethical standards and comply at all times with both the letter and spirit of all laws and regulations applicable to GGW. The GGW "tip line" can be used to leave a confidential message (that may be anonymous or not) reporting a prohibited act. The "tip line" is monitored by the Corporate Compliance Officer. The "tip line" number is: 202-715-2655. Any GGW Team Member who retaliates against another individual who in good faith reports or raises issues or concerns related to a possible Prohibited Act may be subject to appropriate remedial and/or disciplinary measures up to and including termination of employment.

All GGW directors, officers, and team members are expected to meet appropriate ethical standards in their undertakings and comply with:

- all laws and regulations applicable to Goodwill (collectively "Law");
- Goodwill's Code of Conduct and related Policies (collectively "Code");
- Goodwill's Conflict of Interests Policy; and
- Goodwill's Team Member Handbook

as each may be amended from time to time. Collectively, the above are referred to in this Policy as the "Governing Rules."

Prohibited Acts

In order to meet this commitment, team members must immediately report if they observe, experience, or learn of a possible Prohibited Act, which for purposes of this Policy is any improper act, omission, or conduct that constitutes:

- any violation of the Governing Rules; or
- any matter involving impropriety in accounting, internal accounting controls, or auditing matter.

Team members must immediately report a possible Prohibited Act – even if it may appear that such act, omission, or conduct is helping to achieve a Goodwill goal or objective. All Goodwill

goals and objectives are premised on their being achieved only in a manner consistent with the highest level of ethical conduct and in compliance with the Governing Rules.

A team member's failure to report a possible Prohibited Act could:

- allow the act, omission, or conduct to continue unaddressed;
- undermine Goodwill's ability to achieve its vision and/or mission;
- create a loss of confidence in Goodwill for team members, Goodwill's partners and stakeholders, and the public at large; and
- result in the assessment of fines, damages, and other financial penalties against Goodwill and potential civil and criminal liability for its employees.

Therefore, the failure to report a possible Prohibited Act violates this Policy and may result in remedial and/or disciplinary measures up to and including termination of employment.

Reporting Prohibited Acts

Goodwill encourages directors, officers, and team members to raise concerns about possible Prohibited Acts first within their own supervisory chain. However, if a team member is not comfortable speaking with his/her supervisor or is not satisfied with his/her supervisor's response, the team member is encouraged to speak with someone on the People & Culture Team or with any member of the Senior Leadership Team that the team member is comfortable approaching.

A team member may also report a possible Prohibited Act to Goodwill's Corporate Compliance Officer. If desired, any such report may be made anonymously either in writing to:

General Counsel/Corporate Compliance Officer Goodwill of Greater Washington 1140 3rd Street, NE, Suite 350 Washington, DC 20002

Or, by phone to 202-719-1235.

The Goodwill "tip line" can be used to leave a confidential message (that is anonymous or not) reporting a prohibited act. The "tip line" is monitored by the Corporate Compliance Officer.

The "tip line" number is: 202-715-2655.

If a team member's report of a possible Prohibited Acts has reached the President & CEO and the team member is not satisfied with the response of the President & CEO, the team member may report the matter to the Chair, Governance Committee of Goodwill's Board of Directors. The name and contact information for the Chair, Governance Committee can be obtained from the President & CEO or the General Counsel/Corporate Compliance Officer. The name and information to enable a team member to contact the Chair, Governance Committee can also be found on Goodwill's website (www.dcgoodwill.org).

Any manager, officer, or director who receives any information about a possible Prohibited Act must report it promptly to the Corporate Compliance Officer.

The Corporate Compliance Officer, with the assistance of persons s/he may designate, shall be responsible for investigating and resolving all reported complaints and allegations concerning violations of the Governing Rules. Within five business days of his/her receipt of such report, the Corporate Compliance Officer or his/her designee will begin an investigation and confirm to the person who initiated the matter that s/he has received the report. All attempts will be made to conclude the investigation with 30 days of the matter being reported. As appropriate, the Corporate Compliance Officer shall advise the President & CEO, the Chairman of the Board, and/or the Board of Directors.

All reports will be treated confidentially, consistent with Goodwill's need to conduct an adequate investigation, implement any remedial measures, and fulfill legal or regulatory obligations.

Anyone who raises a concern about a possible Prohibited Act must act in good faith and have reasonable grounds for believing that the information disclosed indicates such an Act. The raising of any allegation that is (i) not substantiated *and* (ii) made maliciously, with knowledge that it is not true, or with reckless disregard for its truth, will be viewed as a serious disciplinary offense.

Open Working Environment

As an organization established and committed to promote the public interest, Goodwill strives to maintain a culture of "doing the right thing" at all times, consistent with the highest ethical standards. To that end, Goodwill requires each of its managers to create and maintain an open working environment that invites and entertains discussion on a wide range of issues relevant to Goodwill's operations and compliance with the Governing Rules.

Non-Retaliation

Goodwill strictly prohibits retaliation against any individual who in good faith (1) reports or raises issues or concerns related to a possible Prohibited Act or (2) files an internal or external complaint or charge related to a possible Prohibited Act. Goodwill likewise prohibits retaliation against any individual for participating or cooperating in good faith in an internal or external investigation, hearing, or proceeding involving any such complaint or charge.

This Whistleblower Policy is intended to encourage and enable employees and others to raise serious concerns within Goodwill prior to seeking resolution outside Goodwill.

Any Goodwill employee who retaliates against another individual who in good faith reports or raises issues or concerns related to a possible Prohibited Act may be subject to appropriate remedial and/or disciplinary measures up to and including termination of employment and possibly civil and/or criminal liability. This non-retaliation policy is designed to assure all directors, officers, and team members that Goodwill encourages and relies on their open and frank communication of genuinely held concerns about possible Prohibited Acts, regardless of how these are reported or raised.



Section 9

Workplace Health and Safety

- 9.1 Inclement Weather Policy
- 9.2 Emergency Preparedness
- 9.3 Communicable Diseases
- 9.4 Smoke Free Workplace
- 9.5 Privacy Notice to GGW Team Members and Clients
- 9.6 Visitors in the Workplace
- 9.7 Workers Compensation
- 9.8 Record Retention and Destruction

It is Goodwill of Greater Washington's (GGW) intent to provide every Team Member with a safe and healthy work environment. The safety and health of our Team Members is of utmost importance. GGW makes regular inspections and holds regular safety meetings to help provide a safe environment for all.

We recognize that the responsibilities for occupational safety and health are shared. Team Members are expected to help themselves and others by reporting unsafe conditions or hazards immediately to their supervisor or to a member of the safety committee.

Team Members should always consider the rules and guidelines of the GGW safety program as presented in ongoing training, posters, discussions with supervisors, posted department rules, and policies. We take the safety of all GGW Team Members seriously and any willful or habitual violation of safety rules will be considered cause for termination.

9.1 Inclement Weather Policy

In the event of inclement weather, Team Members at government contract sites will follow their respective site guidelines. Team Members are expected to report to work unless the site has closed or metro is inaccessible. If the contract site closes, team members scheduled to work on that day will be compensated for any time lost in accordance with contract obligations. Site Managers will inform Team Members of their particular site's obligations.

If a Team Member determines that road or weather conditions in the area are such that travel would be dangerous to their personal safety, the Team Member should inform the Site Manager of the situation and advise when they will be able to report to work. If a Team Member does not report to work on a day where there is inclement weather, the Team Member may elect to take a personal leave day, but must notify the site supervisor to advise of such plans. If the Team Member does not have any personal leave available and the site remains open, the Team Member will not be compensated.

9.2 Emergency Preparedness

In all emergency situations, the Manager on duty should immediately notify the Director of Safety and Loss Prevention. Team Members should follow the emergency preparedness guidelines posted at each location. In case of emergency, Team Members should exercise caution and put their safety first. In all emergency situations, the Project Manager should immediately notify the Safety Director. Team Members may notify the Director of Contracts or Vice President of Federal Contracts Retail if they are unable to contact the Safety Director.

If an emergency arises during normal operating hours, Team Members should follow these guidelines.

Fire Emergency

Team Members should be aware of potential fire hazards and their proper handling procedures and should become familiar with the location (and trained in the use) of fire extinguishers.

In the event of a fire, Team Members should calmly notify other Team Members and customers of the fire and evacuate the building in a rapid but orderly fashion. Team Members should assemble in a designated area away from the building for roll call to account for all Team Members.

Earthquake

In the event of an earthquake, there will be little (if any) warning or time to react; however, Team Members and all other building occupants should protect themselves by seeking shelter under the nearest table, desk or other rigid or solid structure. When tremors have stopped, Team Members should immediately evacuate the building as described in the facility's evacuation map. If the building is not to be reoccupied, Team Members should assemble at the facility's designated meeting area for an immediate roll call to account for all Team Members. No one shall be permitted to enter a damaged building until the Manager of the location has given the approval to re-enter.

Power Outage

In the event of a power outage, the Team Member should follow the operating procedures set forth by the site at which they are assigned.

Flood

In the event of heavy rains and/or an imminent flood of the facility, all Team Members should follow the operating procedures set forth by the site at which they are assigned.

Bomb Threat

If a Team Member receives a threatening call, the Team Member should follow the operating procedures set forth by the site at which they are assigned.

Suspicious Package

Team Members are not to handle suspicious packages and follow the operating procedures set forth by the site at which they are assigned.

Shelter in Place

In the unlikely event that Team Members are required to remain in the facility for an extended period of time, Team Members should follow the shelter-in-place procedures set forth by the site at which they are assigned.

9.3 Communicable Diseases

Goodwill of Greater Washington (GGW) will not discriminate against any job applicant or Team Member based on the individual having a communicable disease. Applicants and Team Members shall not be denied access to the workplace solely on the grounds that they have a communicable disease, although GGW reserves the right to exclude a person with a

communicable disease from the workplace facilities, programs and functions in accordance with rules or guidance of health authorities.

GGW will comply with all applicable legal requirements protecting the privacy of persons who have a communicable disease and will protect the confidentiality of an individual's identity and information pertaining to the communicable disease to the extent practicable.

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

Communicable diseases include, but are not limited to, measles, influenza, viral hepatitis- A (infectious hepatitis), viral hepatitis-B (serum hepatitis), human immunodeficiency virus (HIV), AIDS, AIDS-Related Complex (ARC), leprosy, Severe Acute Respiratory Syndrome (SARS) and tuberculosis. GGW may choose to broaden this definition at any time.

GGW recognizes that Team Members with Acquired Immune Deficiency Syndrome (AIDS) and/or related illnesses may wish to continue to pursue as many of their normal activities as possible, including work. Current medical opinion states clearly that AIDS cannot be transmitted by casual contact in ordinary occupational settings and conditions. Subject to changes in available medical opinion, as long as such Team Members can perform the essential functions of their positions with or without reasonable accommodation, meet acceptable work standards, and do not pose a safety or health risk to themselves or others, their employment will not be terminated on account of their having AIDS or related illnesses.

Consistent with its practices for Team Members with any life-threatening illnesses, GGW's practices applicable to Team Members with AIDS or related illnesses include the following:

- 1) They will continue to be eligible to participate in any of GGW's benefit plans or programs for which they qualify.
- 2) They will be treated with compassion, sensitivity, and in a manner consistent with the treatment of other Team Members;
- 3) The Team Member's health condition will be treated as confidentially as practicable and disclosed only on a need-to-know basis under the following circumstances:
 - a) His or her supervisor or manager may be informed of any restrictions on his or her duties.
 - b) Medical, first aid or safety personnel may be informed if emergency or special treatment may be required; and
 - c) Government officials or other authorized individuals investigating compliance with state or federal laws may be informed.
- **4)** Coworkers may not refuse to work with, withhold services from, or otherwise interfere with, the work of Team Members covered by this policy.
- 5) Team Members with questions about AIDS or related illnesses, or this policy, should contact the People and Culture Team.

9.4 Smoke Free Workplace

Goodwill of Greater Washington (GGW) provides a smoke-free workplace. Smoking, including e-cigarettes, within any GGW facility, including headquarters, retail stores, production areas, contract sites, Attendant Donation Center sites or GGW vehicles at any time is strictly prohibited. Smoking may only take place in designated smoking areas during the regularly designated times for breaks or Team Member lunch breaks.

9.5 Privacy Notice to GGW Team Members and Clients

Goodwill of Greater Washington (GGW) strongly believes in protecting the confidentiality and security of information we collect from and about our Team Members. GGW collects and uses information concerning our Team Members for various business purposes, including but not limited to, as part of the employment process, as required by various government entities, in connection with benefit plan enrollment and administration, as documented proof of an injury or illness, or as otherwise required by federal, state or local laws.

GGW treats Team Member information in a confidential manner. All files containing personal Team Member information are stored in secured offices. Team Members with access to such information are required to protect its confidentiality. Team Members will access this information only when there is a business reason to do so, such as to forward it to an insurance carrier, accessing it to verify legal requirements, or to enter data into the computer. Electronic and procedural safeguards also are maintained to protect information. Team Member information is kept in a software program that requires a user name and password. The administrator of the program has the authority and permission to create and modify user accounts. Only certain authorized persons assigned to the People and Culture and Finance division of GGW can access and view information. Team Members are required to comply with this policy.

9.6 Visitors in the Workplace

Friends, children or other relatives of a Team Member are not permitted to stay on site while the Team Member is working. Restricting visitors helps maintain safety standards, ensures security, protects confidential information, safeguards Team Member welfare and avoids potential distractions and disturbances. Visits that have a legitimate purpose and are short in duration are permissible if approved by the Team Member's supervisor.

9.7 Workers Compensation

If a Team Member is injured or becomes ill because of work, he or she may be eligible to receive insurance benefits as provided under applicable workers' compensation laws. Workers'

compensation allows for medical benefits, wage continuation and survival benefits in the event of an injury or occupational disease sustained while performing the duties of the position. GGW pays all costs associated with providing workers' compensation insurance for its Team Members. The laws governing an Team Member's eligibility for coverage under worker's compensation insurance are enforced primarily by the state or District of Columbia commissions.

Incident Reporting

Any Team Member who is injured on the job must report the incident/injury to their supervisor prior to the end of their shift. The supervisor is then responsible for reporting the incident/injury to the Director of Safety and Loss Prevention prior to the end of his or her shift. Failure to report an on-the-job injury, incident or illness may lead to disciplinary action and/or result in the denial of benefits paid by worker's compensation insurance.

Return to Work

Team Members who are hurt on the job may be required to work in a modified duty job. Team Members who fail to contact the People and Culture team and their supervisor within 24 hours of a release to return to work for either full or modified duty may be subject to disciplinary action up to and including termination.

9.8 Record Retention and Destruction

Goodwill of Greater Washington (GGW) shall destroy or purge records promptly after the expiration of their applicable retention periods or, if the record has no specific retention period, when it is no longer needed, unless GGW's Corporate Compliance Officer determines that a Record must be retained for a longer period to comply with legal or other requirements. The length of time that each type of Record is to be kept is specified in the full policy which is available on the SharePoint Intranet site or contacting the Corporate Compliance Officer.

Purpose:

The Record Retention and Destruction Policy of Goodwill of Greater Washington ("Goodwill") has two purposes:

- Provide for Records to be kept for as long as required for legal or business purposes;
 and
- Create procedures for the destruction or purging of Records that are no longer needed.

Applicability:

This Policy applies to all Goodwill directors, officers and team members, and any contractors who have possession of any Goodwill Records.

Definition of Record:

In this Policy, the term "Record" refers to Goodwill records in all media, including but not limited to:

- Paper
- E-mail
- Stored on the hard drive of a Goodwill or personal computer or on Goodwill's cloud network
- Stored in a Goodwill or personal smart phone, tablet or other electronic device
- Databases, whether maintained by Goodwill or in the cloud
- Voice mails
- CDs, DVDs, backup tapes and similar storage media
- Other electronic media of any kind

Record Retention Requirements:

The length of time that each type of Record is to be kept is specified in the chart at the end of this Policy. The Record retention requirement is determined by the content of the Record, not the media in which it is kept.

All Records shall be kept for a period of time that will reasonably allow those Records to be available when needed.

Records that are kept to satisfy the retention requirements of this Policy must be kept in Goodwill-controlled media. For example, paper Records must be kept in Goodwill facilities, not in any individual's home. Electronic Records must be kept on Goodwill's server or a Goodwill-controlled external database, not on the hard drive of any personal computer, smartphone or other device, or in an internet-based application (e.g., Dropbox, Box, Google Drive) that is not wholly controlled by Goodwill.

Record Destruction Procedures:

Goodwill shall destroy or purge Records promptly after the expiration of their applicable retention periods unless Goodwill's Corporate Compliance Officer determines that a Record must be retained for a longer period to comply with legal or other requirements.

Goodwill financial records maintained by Goodwill's CFO may, in the CFO's sound discretion, be kept for longer than the retention periods specified in this policy.

Any Record – regardless of storage media – for which a retention period is not specified in the Policy should be destroyed or deleted when it is no longer needed, which should ordinarily be no longer than three years.

The President & CEO or her/his designee shall declare a "Record Destruction Day" two times each year. On or before each Record Destruction Day, each team member shall review all Records in her/his possession or control and destroy or purge all Records that are beyond their retention period.

Each Senior Leader is responsible for confirming that all Records in filing cabinets or online systems that are shared for his/her team are (1) reviewed on each Record Destruction Day and (2) purged if beyond their retention period.

Upon a team member's departure, that team member's supervisor, or other person designated by her/his Senior Leader, shall review all Records in the departed team member's Goodwill e-mail account, GGW One Drive, hard drive and paper files, and to transfer to the appropriate respective location all Records that are required by this Policy to be kept. After that review and transfer of Records is complete, Information Technology shall delete the team member's Goodwill e-mail account and GGW One Drive and clean the hard drive. This review and transfer of any departed team member's Records shall be completed within 90 days after the team member's departure.

Copies of Records in Multiple Media:

It is not necessary to retain a copy of a Record if the original or an official copy is retained. Records need not be kept in more than one medium. So long as the Record is kept in one medium, all copies of the Record (and information contained in the Record) may be destroyed or purged from every other medium. If original paper copies of a Record must be kept, that requirement is specified in the chart at the end of this Policy.

Storage of Paper Records:

Boxes of documents may not be placed in the storage area at the South Dakota store unless they are labeled with:

- the date the box was placed in storage;
- the first date on which the documents in the box may be destroyed;
- the name of the Team that placed the box in storage; and
- a brief description of the contents of the box.

Security and Confidentiality of Records:

Records containing confidential information shall be available only to those authorized persons with a legitimate business need for the information. Paper records containing confidential information shall be maintained in a secure location such as a locked storage closet, locked office or locked drawer and shall be disposed of by means of shredding. Electronic records containing confidential information shall be maintained in a system that requires login using a password and that provides for regular backups.

Exceptions to this Policy for Records related to Litigation:

There may be instances in which Goodwill is required to suspend part or all of its routine destruction of Records in accordance with this Policy, such as when Goodwill receives a subpoena calling for certain documents or if Goodwill becomes involved in pending, imminent, or reasonably foreseeable litigation. In such event, Goodwill's Corporate Compliance Officer

shall issue a notice to appropriate Goodwill team members giving them notice of the suspension of destruction of the pertinent Records.

Upon issuance of a notice of suspension, all Goodwill team members (and others under their supervision) are required to preserve and maintain the Records covered by the notice. Failure by a team member to preserve a Record covered by the notice may result in disciplinary action.

Implementation, Interpretation and Modification of this Policy:

Goodwill's Corporate Compliance Officer shall supervise the implementation of this Policy, confirm that it is distributed and explained to all employees, answer any questions about the Policy, and resolve any issues that arise under the Policy. Goodwill's Corporate Compliance Officer shall work with Goodwill's Senior Leaders and Information Technology team to audit compliance with this Policy. The President & CEO and General Counsel and Corporate Compliance Officer shall review this Policy on an annual basis to determine whether it is being successfully implemented by Goodwill personnel and for compliance with all applicable legal, tax, audit, organizational and operational requirements. Any requests for exceptions from this Policy must be approved in writing by the Corporate Compliance Officer or his/her designee.

Corporate/Organizational Documents

Туре	Category	Retention Period
Organizational	Articles of Incorporation and Bylaws (including all	Permanent
	amendments) Original Paper	
	State licenses, registrations and qualifications to	Permanent
	do business	
	Taxpayer Identification Number	Permanent
Board of	Agendas, minutes and resolutions	Permanent
Directors		
	Committee reports, minutes and resolutions	Permanent
	Conflict of interest policies	Permanent
	Conflict disclosure forms and determinations with	7 Years
	respect to related party transactions	
	Compensation studies and determinations relating	7 Years
	to compensation of officers and key employees	

Finance

Туре	Category	Retention Period
Tax	IRS tax exemption application, determination	Permanent
	letter (Original Paper) and all correspondence	
	State tax exemption materials <i>Original Paper</i>	Permanent
	Federal and state tax filings	Permanent
	Forms 1096, 1999, 940, 941, 945, W-2, W-3 and W-4	7 Years
Audit	Audited financial statements, management	Permanent
ridan	letters and auditor's reports	1 omanone

Real Property	Property records, appraisals and other documents related to the acquisition and sale of real property <i>Original Paper</i>	Permanent
Leases	Building (<i>Original Paper</i>) and equipment leases	7 Years after termination of lease
Insurance	Insurance Policies	Permanent
General	General ledger	Permanent
	Bank statements, cancelled checks and account reconciliations with support	7 Years
	Journal entries	7 Years
	Invoice and payment files	7 Years
	Payroll register	7 Years
	Records of total wages paid to each employee for each pay period, date of payment, period of service covered, daily and weekly hours, straight time and overtime hours/pay, fringe benefits paid, deductions and additions	8 Years
	Wage garnishments	7 Years

Human Resources

Туре	Category	Retention Period
Benefits	Benefit plan documents, trust agreements, summary plan descriptions, summaries of material modifications, summary annual reports, plan termination files, IRS determination letters, annuity contracts, third party administration agreements, insurance contracts, financial statements for the benefit plan	Permanent
	Form 5500 and supporting materials	6 Years after filing
Personnel	Official personnel files of active employees	Retained during active employment
	Official personnel files of inactive employees	7 Years after end of employment
	Unofficial or investigative file of employee, including litigation Records	7 Years after end of employment
	Employee benefit file, including benefits enrollment forms and doctor's notes for absences	6 Years after end of employment
	Leave request forms	7 Years
	I-9 forms	3 Years from hire date or 1 year after termination, whichever is later

	ADA accommodation requests and related	2 Vacra ofter and
	ADA accommodation requests and related	2 Years after end
	documentation	of employment
	FMLA request forms and related documents	3 Years after end
		of employment
	Applications and other records of persons not hired, including interview notes, background checks and all related data	2 Years
	Advertising and notices related to job openings	2 Years
	Information relating to charges or complaints of discrimination	Retained until final disposition of legal proceedings
	Unemployment and workers compensation files	6 Years after matter concluded
	Every employee's name, address, social security number, gender, date of birth, occupation and job classification	8 Years
Payroll	Timesheets and leave forms	3 Years
	Time discrepancy logs	3 Years
Organizational Compliance	EEO-1 report, Vets 100 report, and records used to compile them	1 Year
	Affirmative Action Plans, and records used to compile them and evaluate compliance	3 Years
	OSHA logs, reports and training records	5 Years
	OSHA records relating to exposure to toxic substances and bloodborne pathogens	30 Years after termination of employment

Contracts

Туре	Category	Retention Period
	Government contracts	10 Years after
		end of contract
	Communications from customers or customer representatives	7 Years
	Quality control audits	1 Year after end of contract
	Schedules of employees and work tasks	1 Year after end of contract

Retail

Type	Category	Retention Period
	Daily register report and detail	90 Days
	Credit card signatures (in point of sale system)	1 year
	Sales data stored in point of sale system	4 years

Furniture sanitizing logs	1 year
Managers' log books	2 years
Record of transfers of goods among stores	3 months
Donation tracking/productivity tracking forms	6 months

Marketing

Туре	Category	Retention Period
	Annual reports	Permanent
	Logos	Permanent
	Books, periodicals, newsletters and other publications prepared by Goodwill staff	7 Years
	Speeches or interviews by Goodwill staff	5 Years
	Press releases	3 Years
	Promotional and sponsorship materials	7 Years
	Photos kept for archival purposes	Permanent
	All other photos	5 Years
	Media release forms	7 Years after expiration
	Blog posts	3 Years

Workforce Development

Type	Category	Retention Period
	Persons served case files	Depends on
		funding source -
		see WFD chart
	Records of persons served in electronic database	Permanent, going
	(currently CaseWorthy database)	forward (records
		back to 2012)
	Ability One employees' Individual Eligibility	Most recent 2
	Evaluations	Years
	Ability One files for employees (including medical	1 Year after end
	records necessary to establish eligibility)	of employment

Development

Туре	Category	Retention Period
	Records related to the donation of a restricted gift	7 Years after all
		funds spent or
		restriction released
	Records of estate gifts including wills, trusts and	7 Years after all
	documentation of distributions	funds received
	Records in donor database (currently Raiser's	Permanent
	Edge)	
	Proposals, grant agreements and reports to	7 Years
	donors	
	Acknowledgement letters to donors	4 Years

Legal

Type	Category	Retention Period
	Litigation Records	7 Years after final
		decision

General

Type	Category	Retention Period
	Policies and procedures	7 Years from
		expiration of policy
	Contracts	7 Years from
		termination of
		contract
	Purchase orders	7 Years
	Desk files of employees supervised	Send to HR within
		30 days after end
		of employment
	Documentation of maintenance of vehicles and	1 Year after end of
	equipment	ownership or lease
	Drivers' daily inspection reports	3 months
	Insurance claims	1 Year after claim
		resolved
	Retrieved video clips related to the investigation	1 Year if
	of a matter that has not resulted in a claim or	investigation is of
	litigation within the retention period	an employee,
		otherwise 3 Years
	Records of shoplifting incidents	5 years
	General liability claims that do not result in	5 years
	litigation	
	Any Record – regardless of storage media –	3 Years or less
	for which a retention period is not specified	
	above should be destroyed or deleted when	
	no longer needed for any legal or business	
	purpose, which should ordinarily be no	
	longer than 3 Years.	



Section 10

Leaving GGW

- 10.1 Job Abandonment
- 10.2 Reapplying with GGW
- 10.3 References & Referrals
- 10.4 Unemployment Insurance

Out of courtesy, Team Members who decide to leave Goodwill of Greater Washington (GGW) employment should notify their supervisor in writing at least two (2) weeks in advance. Written notification should include the last day the Team Member plans to work. Once the Team Member has submitted his or her resignation, he or she may not take personal leave time except with the written consent of the Team Leader.

On the last day of work, the Team Member must return all GGW property in his or her possession including but not limited to tools, books, equipment, keys, cell phone, and ID badge. Team Members who voluntarily separate from GGW will receive their final paycheck, and, if eligible, pay for unused personal leave on the next regularly scheduled payday.

Upon receiving notice of a voluntary resignation, GGW may, at its discretion, elect to grant the immediate acceptance of the resignation, thereby not requiring the separating Team Member to work out the remaining two weeks. Final paychecks will be less applicable deductions for taxes, benefits, etc.

10.1 Job Abandonment

Team Members should make every attempt to contact their manager to notify the team of your intention to leave Goodwill of Greater Washington. Team Members who fail to provide notification of absences for three (3) consecutive scheduled workdays will be treated as job abandonment and as such is considered a policy violation and terminable offense.

10.2 Reapplying with GGW

Team Members who are terminated for willful infractions of Goodwill of Greater Washington's Code of conduct can reapply for any open position six (6) months after termination.

10.3 References & Referrals

All requests for Team Members information, including work references and employment or mortgage verification, should be referred to Benefits@dcgoodwill.org. The People and Culture Team is solely authorized to provide work references and employment verifications. Under no circumstances should any individual outside of the People and Culture Team provide employment verifications or references for current or former GGW associates.

10.4 Unemployment Insurance

Unemployment Insurance is available to Team Members who, following employment by Goodwill of Greater Washington (GGW), are found eligible for unemployment benefits by the governing jurisdiction. GGW falls under the jurisdiction of the District of Columbia, Maryland, or Virginia. GGW does not provide details on the status of unemployment claims and is not responsible for the determinations made by the state or city commissions.



Team Member Acknowledgement Form

I acknowledge that I have received a copy of the 2023 Team Member Handbook, which outlines policies, procedures, and guidelines related to my employment. I am aware that it is my responsibility to read and familiarize myself with the contents of this Handbook. Further, I agree to comply with and abide by the policies, procedures and guidelines stated herein, as well as with any revisions made hereafter. I understand that I have an obligation to consult with my supervisor or the People and Culture Team if any aspect of this Handbook is unclear.

I understand that the need may arise, and GGW reserves the right, to revise, supplement or rescind any policies or portion of the Handbook from time to time as deemed appropriate, at its sole discretion, with or without notice. I understand that revised information may supersede, modify or eliminate existing policies, procedures and guidelines.

I understand that this Handbook is neither a legal document nor a contract of employment or warranty of benefits. Neither this Handbook nor any verbal or written communication by a GGW management representative is intended to in any way create an expressed or implied contract of employment or to guarantee my employment for a definite period. I understand that my employment with GGW is at-will, and can be terminated at any time, with or without cause or notice, at the option of either GGW or myself.

Team Members Signature	Date	
Team Member's Printed Name	Date	