

# CHESAPEAKE LIGHTHOUSE FOUNDATION

## EMPLOYEE HANDBOOK

# TABLE OF CONTENTS

## **Section 1 - Introduction**

- 1.1 Overview
- 1.2 Policy Changes

## **Section 2 - Employment**

- 2.1 Classifications
- 2.2 Rights & Policies
- 2.3 Responsibilities

## **Section 3 - Work Hours & Payment**

- 3.1 Work Hours
- 3.2 Payment Policies

## **Section 4 - Standards of Conducts and Employee Performance**

- 4.1 Attendance
- 4.2 Appearance & Grooming
- 4.3 Safety
- 4.4 Discrimination & Harassment
- 4.5 Drugs & Alcohol
- 4.6 Cell Phones
- 4.7 Disciplinary Action

## **Section 5 - Benefits & Services**

- 5.1 Overview
- 5.2 Unemployment
- 5.3 Workers' Compensation
- 5.4 Social Security Benefits (FICA)

## **Section 6 - Leaves of Absence**

- 6.1 Overview
- 6.2 Maternity/Paternity/Bereavement Leave
- 6.3 Work-Related Injuries & Illnesses
- 6.4 Elections
- 6.5 Personal and Sick Leaves
- 6.6 Vacation Leave

## **Section 1: Introduction**

### **1.1 Overview**

This handbook serves to acquaint employees with the rules, policies, and benefits of Chesapeake Lighthouse Foundation (“the Company”). Policy compliance is a condition of employment for all employees. This handbook supersedes all previous employment policies, written and oral, express and implied. The Company reserves the right to interpret and deviate from these policies as it deems necessary.

### **1.2 Policy Changes**

The Company reserves the right to modify this handbook's provisions anytime at its sole discretion. The Company will notify all employees of any policy changes in writing. No oral statements or representations can alter this handbook's provisions. The date of any effective changes will be determined by the Chief Executive Officer (“CEO”) of the Company. Employees may not rely on superseded policies. If there is any confusion or misunderstanding as to an applicable policy or procedure, an employee should contact a manager or a Human Resources representative.

## **Section 2: Employment Policies**

### **2.1 Classifications**

#### **"At-Will" Employment**

Employment with the Company is on an "at-will" basis (unless defined otherwise in a separate written agreement). Both the employee and the Company may terminate the employment agreement at any time, for any reason, with or without notice. At the Company's discretion, management may make personnel decisions such as: reassignment, change of wages, and benefits. No statement within this handbook, or elsewhere, guarantees any employee's continued employment with the Company. An employment agreement may not be construed as anything except for “at-will” unless the CEO, the Board President makes the appointment, and that employment agreement must be authorized by the CEO or Board President.

Changes to an employee's "at-will" status, described below, must be detailed in writing and must be signed by the CEO of the Company.

## Employee Types

Employees will be advised of their employment status at the time of hire, and will be notified of any changes as soon as possible. The different types of employee statuses are as follows:

### Exempt Status

Not subject to minimum wage or overtime laws. Exempt employees' positions meet specific tests established by the Federal Labor Standards Act ("FLSA") and Maryland state laws. Usually, exempt employees are high-level administrators, certain commissioned sales employees, and high-earning computer professionals.

### Regular Nonexempt Status

Entitled to at least minimum wage and a **premium for overtime**. Covered by federal or state minimum wage and overtime laws. These employees will be considered full-time or part-time employees depending on their set schedule:

- *Full-Time* - Regularly work forty hours per week.
- *Part-Time* - Regularly work less than forty hours per week.

### Temporary

Employees hired for limited durations to supplement the workforce or assist in specific projects. Assignments generally last for a maximum of three months, though they can be extended. Employees may be dismissed before the end of the defined employment period. All temporary employees are "at-will" employees regardless of assignment duration (see Employment-at-Will Policy) unless otherwise agreed in writing.

### Independent Contractors and Consultants

Self-employed, not employed by the Company. Perform tasks according to their own methods; are only subject to direction in case of results to be accomplished. Not entitled to the Company's benefits. Services performed must be appropriately invoiced, or reported to the Company based on their agreement with the Company, for the Company's use of Generally Accepted Accounting Principles ("GAAP").

## **2.2 Rights & Policies**

### **Equal Opportunity Employment Policy**

The Company provides equal employment opportunities to all applicants. It does not hire based on consideration of or discrimination against race, religion, creed, color, nationality, sex, sexual orientation, gender identity, age, ancestry, physical or mental disability, medical condition or characteristics, marital status, or any other classification prohibited by applicable local, state, or federal laws. This policy applies to all aspects of employment, including, but not limited to: hiring, job assignment, working conditions, compensation, promotion, benefits, scheduling, training, discipline, and termination.

The Company expects all employees to support this policy, and to take all steps necessary to maintain a workplace free of discrimination and harassment.

### **Disabled Employees**

Under the Americans with Disabilities Act (ADA), the Company will seek to accommodate the limitations of any otherwise qualified, disabled employee. It is the employee's responsibility to come forward if you are in need of accommodation. The Company will engage in an interactive process with an employee to identify possible accommodations. The Company may require certification from a treating physician as to the identified disability and certification.

The Company understands that employees diagnosed with life-threatening illnesses may wish to continue normal pursuits such as work. Employees may do so as long as they are able to meet acceptable performance standards with or without reasonable accommodation, and medical diagnosis indicates that continuing work does not significantly threaten their health or the health of others.

### **Minors**

The Company strictly adheres to FLSA standards, which protect the health, safety, and educational opportunities of youth. The FLSA includes: a minimum employment age of 14 years of age or older for a non-agricultural position; a work hour limitation for minors under 16; the prohibition of youth under age 18 from working hazardous jobs; and establishes subminimum wage standards for disabled workers, students and apprentices, and any employees under the age of 20. The Company will follow all FLSA standards regarding the employment of Minors, and if the Company deems it necessary to pay such minor employees a subminimum wage, the Company may, if it deems it necessary, ask for the U.S. Department of Labor's, or Wage and Hour Division's authorization.

## **Religion & Politics**

The Company will work to accommodate employees' religious holidays and practices, unless an accommodation would unduly burden the Company's operations. An employee must request religious accommodations to his/her supervisor in writing and 5 business days in advance.

Employees are entitled to their own political positions. The Company will not discriminate against any employee due to identification with, support of, or participation in any lawful political activity. However, those engaging in political activity must make it clear that their actions and opinions are their own and not associated with the Company in any way.

## **Personnel Files**

Personnel files and payroll records are kept for each employee. These files are Company property and may not be removed from the premises without written authorization.

These files are kept confidential. Only those with legitimate reason to view an employee's information may do so. Disclosure to outside parties will be limited; but when required by law, the Company will cooperate with authorized law enforcement or local, state, and federal agencies.

If an employee desires to view their own file, the employee must make a request to their Human Resources representative in advance. File review must take place during normal business hours and on Company premises in the presence of an individual appointed by the Company to maintain the records. No copies may be made, with the exception of documents that have been previously signed. Comments to any disputed items in the employee's file may be added at that time.

The Company will provide only a former or present employee's dates of employment, position(s) held, and eligibility for rehire by request. Compensation details may be only verified with the employee's written authorization.

## **2.3 Responsibilities**

### **Maintaining Confidentiality**

Employees may, at times, receive access to confidential Company information. This might include things such as personnel and financial details, or Company plans and strategies. Maintaining this information's confidentiality is vital to the success and stability of the Company.

Employees may only use this information for Company business, and disclose it only when authorized to do so by the Company. This rule applies to all forms of communication, including face-to-face and

electronic communication (see Internet, Email and Computer Use Policy below). It applies both on and off Company premises, and both during and following the employee's employment with the Company.

### **Employment Eligibility**

On the date of hire, each new employee is legally obligated to complete: the Employment Eligibility Verification, an I-9 Form, submit relevant documents to establish identity and eligibility, and submit to a background check; within the next three business days of their hire date.

All employees are required to self-report by notifying the Company of any arrests, charges, convictions, CPS investigations, or indication within seven (7) business days. Employees who fail to report an arrest, charge, or conviction in compliance with this procedure may be subject to disciplinary action, up to and including termination, in accordance with negotiated agreements and due process procedures.

Rehired employees must also comply if they have not filled out an I-9 with the Company in the last three years or if the form is invalid/no longer retained. Employees may always raise questions or complaints about immigration law compliance without fear of reprisal.

## **Section 3: Work Hours & Payment Policies**

### **3.1 Work Hours**

#### Overtime

Nonexempt employees will receive overtime in accordance with Federal and Maryland state law. Overtime work must be authorized in advance by the employee's manager. Overtime is only paid for hours actually worked.

Exempt employees are not eligible for additional assignments.

#### Rest and Meal Periods

Maryland state law will dictate rest and meal periods. To the extent the law does not require rest and meal periods, full time employees will receive thirty minutes for lunch each day.

#### Time Cards

Employees must record hours and attendance. Time cards may not be altered without the employee supervisor approval.

## **3.2 Payment Policies**

### *Pay Period*

Employees will be paid via direct deposit every two weeks on the Company's designated pay dates. These dates comprise a total of 26 paydays for employees. If pay days fall on a bank holiday, the payments will be distributed on the last business day before the holiday.

### *Deductions*

In compliance with federal and state laws, deductions will be made each payday for the following: Federal and State Income Tax Withholding, Social Security, Medicare, State Disability Insurance & Family Temporary Disability Insurance, and other items designated by an employee or required by law (including valid court orders). If an employee wishes to adjust their federal and state tax withholding, they must complete the proper form and submit it to the Company's Accounting Department. At the start of each calendar year, an employee will be furnished with a Wage and Tax Statement (W-2) form summarizing income and deductions for the prior year.

### *Garnishment*

Sometimes the Company receives legal papers that compel garnishments an employee's paycheck - that is, submit a portion of said paycheck in payment of a debt. The Company must, by law, abide by this until either: (1) ordered otherwise by the court, or (2) until the debt is repaid in full.

### *Employee Reimbursements*

- a. Employee reimbursements are paid only if the planned purchase or travel expense occurs with prior approval of the Director of Operations or School Principal. Sales and use taxes are not reimbursable.
- b. All employees are reimbursed at the standard rate per mile, as determined by the Internal Revenue Service, for the use of their own vehicle for business-related travel. In addition, parking fees and tolls paid are reimbursable if properly supported. Each employee is responsible for detailing the travel and related expenses and including the required supporting documentation.
- c. Employees are also reimbursed for out-of-pocket purchases up to \$1,000 with preapproval of the purchase by the Director of Operations or School Principal. Reimbursement requests for out-of-pocket purchases will be made with a Reimbursement Request Form and all related documentation must be provided.



## **Section 4: Standards of Conduct and Employee Performance**

### **4.1 Attendance**

If an employee is unable to work or to report to work on time, he or she must notify his or her supervisor no later than 1 (one) hour before the starting time. In order to leave work for any reason during the workday, an employee must get his or her supervisor's approval.

Unapproved absenteeism or habitual lateness (15 minutes) may result in disciplinary action, up to and including termination. Failing to call one's supervisor or report to work for consecutive workdays (two or more) will be considered voluntary resignation and result in removal from payroll. Work hours are decided by immediate supervisors for CLF employees based on their location of work and employment responsibilities.

### **4.2 Appearance & Grooming**

The Company prides itself on professionalism and maintaining a professional atmosphere during work hours. Employees are expected to be a part of this atmosphere and ensure that their dress is appropriate. If you have any questions as to how you are expected to dress, please contact your supervisor or Human Resources.

Business Casual Dress Code

CLF expects employees to dress appropriately in business casual attire. Because our work environment sees frequent visits from customers, clients, and the public, professional business attire is essential for our reputation. In addition, the formality of our business attire makes clients and customers feel that they can trust our judgment and recommendations.

Please see appendix A

### **4.3 Safety**

Safety in the workplace is the Company's number one priority. Employees must always use safe job methods and immediately alert their supervisors to any accident, injury, or unsafe condition, both minor and major.

### **4.4 Discrimination & Harassment**

The Company will not tolerate on-site harassment or discrimination on the basis of race, religion, creed, color, national origin, sex, sexual orientation, gender identity, age, ancestry, physical or mental

disability, medical characteristics, marital status, or any other classification protected by local, state, or federal laws. Any employee or contractor who violates this provision will receive disciplinary action, up to and including termination of employment or engagement with the Company. Should a customer, vendor, or other business associate of the Company exhibit such behavior, the Company will take suitable corrective action.

#### Prohibited Conduct

Defined as any verbal, physical, or visual conduct based on sex, race, disability or other legally protected basis, if

- a. compliance with such conduct is made explicitly or implicitly a condition of an individual's employment.
- b. submission to or rejection of such conduct affects decisions concerning an individual's employment/engagement, or
- c. it creates a hostile work environment.

Prohibited conduct includes in-person or remote unwelcome sexual advances, remarks, unwelcome physical contact, and remarks, jokes, posters or cartoons that are lewd, vulgar, obscene, or discriminatory against any legally protected category.

#### Grievance Procedure

No person who does business with the Company is exempt from this policy. Any employee who feels they have experienced—or witnessed—harassment or discrimination should immediately report the incident to their immediate supervisor. The Company will investigate every complaint and take appropriate corrective or Disciplinary Action.

##### Step One:

The employee who believes that an action affecting them is a violation of the handbook & employment contract should discuss the matter with their immediate supervisor within ten (10) days of the alleged violation.

##### Step Two:

CLF employee makes a formal, written complaint to HR;

A formal investigation begins, once the employee files the grievance. In the event of the grievant is not satisfied with the outcome of the Step One discussion, the grievant files the grievance by completing the CLF Incident Report Form and submits to the HR. Within fifteen (15) workdays of the decision at Step Two, HR writes a conclusion.

Step Three:

Employee shall submit a demand for arbitration to the CEO with a copy sent to the HR.

An Arbitrator can be called in by the CEO. The arbitrator's decision shall be final and binding on both parties.

#### **4.5 Drugs & Alcohol**

No employee may consume or possess alcohol, or use, possess, sell, purchase, or transfer illegally obtained drugs on Company property, while using Company vehicles/equipment, or during work hours.

No employee may report to work with illegal drugs (or their metabolites) or excessive alcohol in his or her bodily system (although employees may moderately consume alcohol on off-hours or when it is served at Company events). An "illegal drug" is a drug that has not been legally obtained, including prescribed drugs that are not being used for prescribed purposes. Violating this policy merits disciplinary action, up to and including termination.

Any employee who feels he or she has developed a substance abuse problem is urged to seek immediate assistance. Those requesting time off for rehabilitation will be reasonably accommodated. However, rehabilitation will not excuse a suspected or discovered violation. In some cases, an employee may have the option of attending and satisfactorily completing a Company-approved rehabilitation program in lieu of termination.

#### **4.6 Cell Phones**

If cell phone use interferes with operations in any way, an employee's cell phone privileges may be rescinded and disciplinary action, up to and including termination, may be used.

#### **4.7 Disciplinary Action**

As an at-will employer, the Company may exact discipline whenever it deems appropriate. It may take the form of verbal counseling, written warnings, probation, suspension, demotion, transfer, reassignment, and eventual or immediate termination. Each discipline process will be tailored to the case in question; there is no routine sequence.

The following list contains some examples of inappropriate conduct. These standards apply in all contexts involving the Company, whether on or off premises. This list is non-exhaustive.

- a. Dishonesty, including falsifying Company information.
- b. Unauthorized use or possession of Company, coworker, or public property.

- c. Possession or control of dangerous or unauthorized materials, such as illegal drugs, weapons, or explosives.
- d. Conduct that may endanger people or property, such as fighting or violence or engaging in threats thereof, use of vulgar or abusive language, horseplay or practical jokes.
- e. Insubordination, failure to perform assigned duties or failure to comply with Company rules.
- f. Careless use of Company property.
- g. Unauthorized or excessive absenteeism or tardiness.
- h. Unprofessional behavior, such poor communication, uncooperativeness, unsatisfactory performance, and improper conduct.
- i. Illegal harassment or discrimination.
- j. Unauthorized use or disclosure of confidential Company information.
- k. Violation of policy.

### Workplace Searches

To protect employees and Company property, the Company reserves the right to inspect and search any employee's office, equipment, Company vehicle, etc. Inspection may commence at any time and without notice. Employees must also submit to any search of possessions brought onto Company property, such as vehicles, handbags and briefcases. Failure to do so amounts to insubordination. Persons entering the premises who refuse inspection may be denied entrance.

## **Section 5: Benefits**

### **5.1 Overview**

The Company reserves the right to alter the benefits package when it deems necessary. This Handbook does not contain the complete terms and conditions of our benefits plans; it only provides general explanations. For more information, contact the Company's Human Resources Department.

### **5.2 Unemployment Insurance**

Employees unemployed through no fault of their own, or due to circumstances described by law, receive unemployment insurance. State agencies administer this insurance and determine benefit eligibility, amount (if any), and duration.

### **5.3 Workers' Compensation**

Workers' Compensation laws compensate for accidental injuries, death, and occupational disabilities suffered in the course of employment. Contact Human Resources for questions about the Workers' Compensation Insurance provider for all employees. Generally, this will cover lost wages, disability

payments, and hospital, medical, and surgical expenses (paid directly to hospital/physician) and assistance in injured employees in returning to suitable employment.

#### **5.4 Social Security (FICA)**

Both employees and the Company contribute funds to the federal Social Security Program, which provides retirees with benefit payments and medical coverage.

## **Section 6: Leaves of Absence**

### **6.1 Overview**

The Company realizes that employees sometimes need time off from work. For this, the Company offers various leaves of absence. Some, but not all, are governed by law.

All leaves must be management-approved. For vacation leaves, employees must submit requests at least 10 days in advance. In the case of emergencies, they must request leave as soon as they become aware of the need.

### **6.2 Maternity Leave**

An employee who is disabled on account of pregnancy, childbirth, or a related medical condition may request an unpaid leave of absence of up to four months. Time off may be requested for prenatal care, severe morning sickness, or doctor-ordered bed rest and recovery from childbirth.

Pregnancy disability leave is treated separately from other leave. However, the first 12 work weeks of pregnancy leave will be treated concurrently as a leave pursuant to the federal Family and Medical Leave Act (FMLA) for all eligible employees.

Employees requiring pregnancy leave must notify Human Resources in the manner indicated above of the date the leave is expected to commence and its estimated duration. Medical certification must be provided in a timely manner in order to obtain leave. Before returning to work, the employee must provide medical certification of her ability to resume original job duties. Appropriate forms may be obtained from the Company's benefits provider.

An employee may generally return to her former (or a comparable) position following approved pregnancy leave. In some cases, she may transfer to a less strenuous or hazardous position, or be

otherwise accommodated according to the advice of a health care provider. Lactation accommodations are available upon request. For more information on pregnancy leave, please contact Human Resources.

CLF offers 5 (five) days of paid maternity and paternity leave to its employees. If the CLF employee chooses not to take all or part of given days, the employee shall have no entitlement to be compensated for any/or all of the unused days.

#### **6.2.1 Bereavement Leave**

On the death of a child, step-child, parent, step-parent, parent-in-law, grandparent, grandparent of a spouse, legal guardian, grandchild, brother, sister, husband, wife, son-in-law, daughter-in-law, brother-in-law, sister-in-law, qualified domestic partner, such employee shall be allowed four (4) workdays of absence from work without loss of salary.

### **6.3 Work-Related Injuries & Illnesses**

Employees eligible for Worker's Compensation, rendered unable to work by a work-related injury or illness, will receive an unpaid leave for the period required. For eligible employees, the first 12 weeks will be treated concurrently as a family and medical leave under FMLA.

### **6.4 Elections**

Provided an employee's schedule does not allow time for voting outside of work, and that he or she is a registered voter, he or she may take up to two hours, with pay, at the beginning or end of a workday, to vote in local, state, or national election. At least two working days' notice must be given for this time off.

### **6.5 Personal and Sick Leaves**

Full time employees are eligible for 10 days of personal/sick days annually.

#### Personal Leave

CLF offers 4(four) days of personal leave annually. Personal leave days are granted upon signing the employment contract. Prorated days will be calculated for Mid-year signed contracts.

#### Sick Leave

CLF offers 6(six) days of sick leave annually. Sick leave days will accrue half (0.5) day for each working month. The sick leave days can be carried over to the following years, up to a maximum of 20 days.

Employees who have accumulated 20 sick days will not earn half (0.5) day for each working month, until they use some of their accumulated days.

The unused personal and sick leaves are not paid in the event of employment separation.

## **6.6 Vacation Leaves**

All full-time employees are eligible for a total of 11 business days of vacation leave each year. Vacation leave days will accrue 1 day for each month from August through June only.

Vacation leaves can be carried over to the following year, up to a maximum of 22 days. Employees who have accumulated 22 vacation days will not earn one day for each month until they use some of their accumulated days.

The unused vacation leaves will be paid in the event of employment separation by the employees' daily rate. Such payment cannot exceed total of 22 days.

## **Appendix. A**

### **Dress Code Policy**

Business casual attire includes suits, pants, jackets, shirts, skirts, and dresses that, while not formal, are appropriate for a business environment.

Examples of appropriate business casual attire include a polo shirt with pressed khaki pants, a sweater and a shirt with corduroy pants, a jacket with skirt or slacks, and a blouse or a sweater with a skirt or pants. Pantsuits and sports jackets also fit the business casual work environment.

Jeans, t-shirts, shirts without collars, tracksuits, and footwear such as flip-flops and sandals are inappropriate for business casual attire. (t-shirts and track jackets with school and company logos are acceptable).

Employees are expected to demonstrate good judgment and professional taste. Courtesy to coworkers and our professional image to clients should be the factors used to assess whether you are dressing in business attire that is appropriate.

## At-Will Employment Agreement/Acknowledgement of Receipt of Employee Handbook

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

I acknowledge that I have received a copy of the Chesapeake Lighthouse Foundation (“the Company”) Employee Handbook, which contains vital information on the Company's policies, procedures, and benefits.

I understand that this handbook's policies are intended only as guidelines, not as a contract of employment. I understand that my employment with the Company is at-will and can be terminated at any time, by the Company or me, with or without cause or notice. This relationship may only be modified by a written agreement signed by myself and an authorized Company representative. This agreement supersedes all prior and contemporaneous inconsistent agreements.

I understand that the Company may change its policies, procedures, and benefits at any time at its discretion, as well as interpret or vary them however it deems appropriate.

I have read (or will read) and agree to abide by all policies and procedures contained therein.

By: \_\_\_\_\_

Employee

Date: \_\_\_\_\_

By: \_\_\_\_\_

Chesapeake Lighthouse Foundation

Date: \_\_\_\_\_