



Employee Handbook

DRAFT: MARCH 15, 2019

Greater Baybrook Alliance – Introduction to Employee Handbook

In order to help you understand how we work together, Greater Baybrook Alliance has prepared this Employee Handbook. It will help answer any questions you may have about our organization's operations and benefits, workplace practices, and communications. This Handbook supersedes any prior handbook, policy manual, benefits or practices of Greater Baybrook Alliance. These policies contain summaries of our benefits, work rules, and policies, as we cannot explain every policy and benefit in this Handbook.

From time to time, we may unilaterally revise, amend, supplement, modify, eliminate or add to these policies and benefits. These policies may be changed at any time at the sole discretion of Greater Baybrook Alliance, without prior notice.

THIS HANDBOOK IS NOT AN EXPRESS OR IMPLIED CONTRACT OF EMPLOYMENT BETWEEN GREATER BAYBROOK ALLIANCE AND YOU, THE EMPLOYEE, NOR IS IT A GUARANTEE OF ANY BENEFITS DESCRIBED IN THIS HANDBOOK. THE GREATER BAYBROOK ALLIANCE OR YOU CAN TERMINATE EMPLOYMENT AT ANY TIME, FOR ANY REASON, OR FOR NO REASON. EMPLOYMENT AT OUR ORGANIZATION IS A VOLUNTARY, EMPLOYMENT AT-WILL RELATIONSHIP FOR NO SPECIFIED PERIOD OF TIME.

Only the Executive Director has the authority to enter into agreements with employees. Only the Executive Director can bind Greater Baybrook Alliance to agreements that are inconsistent with the policies, procedures, and benefits stated in this Handbook. All agreements must be in writing and signed by the Executive Director and the employee or they are not valid. If you believe you have made an agreement, you must get it in writing.

Nothing in this Handbook is intended to interfere with the rights of any employees under the National Labor Relations Act. To the extent that conduct is protected under the NLRA, this Handbook does not prohibit it.

This Employee Handbook sets forth some of Greater Baybrook Alliance's more important policies and procedures that are generally applicable to all employees regardless of their particular work location. To the extent a state or locality where Greater Baybrook Alliance operates has workplace obligations unique to a particular location of the country, Greater Baybrook Alliance will apply its policies and procedures in the manner required by such local laws. In its discretion, Greater Baybrook Alliance may also issue a Local Practices Supplement to this Employee Handbook addressing region-specific topics. If you have any questions or concerns about this Employee Handbook or any other policy or procedure, please ask your Supervisor, Manager, or contact the Human Resources Department.

We have attempted to include in this handbook all information that is pertinent; however, it cannot possibly provide a ready answer to every question you might have. When you have a question, be sure to ask your Supervisor or other Greater Baybrook Alliance official for any further information you may need.

Dear Greater Baybrook Alliance Colleague,

WELCOME TO THE GREATER BAYBROOK ALLIANCE!

Welcome to your new job at Greater Baybrook Alliance. We wish you every success in your endeavors here. You were hired because we believe that you will be a positive addition to our workforce, and because you have the potential and desire to meet the high standards set by Greater Baybrook Alliance. We hope you will find your work rewarding and stimulating, and that you will enjoy your career at Greater Baybrook Alliance.

Greater Baybrook Alliance (GBA) is a community development organization whose mission is to act as a catalyst and conduit for equitable development and reinvestment in the Brooklyn, Brooklyn Park, Curtis Bay neighborhoods and empower our residents to strengthen the Baybrook community.

We are committed to following the guiding principles of the *Standards for Excellence* code promulgated by the Standards for Excellence Institute, a set of established benchmarks and procedures used to measure management and ethical accountability in Greater Baybrook Alliances. These benchmarks can be found under the section entitled *Code of Ethics* in this Handbook.

We hope that you will share our enthusiasm and desire to see our organization serve its clients with continued dedication and professionalism. We are pleased you have joined our team and wish you every success.



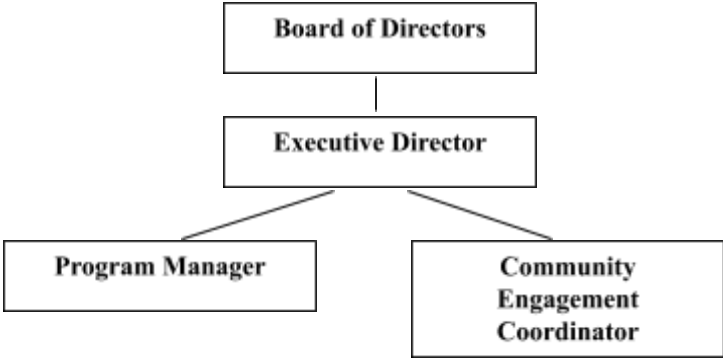
Meredith Chaiken, Executive Director



INTRODUCTION

ORGANIZATIONAL AND SENIOR MANAGEMENT STRUCTURE

The Executive Director is responsible for administering all the programs, policies, and budget for Greater Baybrook Alliance. Most of the budgeted work of Greater Baybrook Alliance is carried out within the departments under traditional line supervision from the **Executive Director**.



The board of directors also plays a crucial role in the governance of our organization. Our elected, volunteer board consists of individuals who are committed to the mission of the organization. Our board members determine the mission of our organization, establish management policies and procedures, assure that adequate human resources and financial resources are available, and actively monitor the organization’s management, financial, and programmatic performance.



1. WORKPLACE PRACTICES

DRUG-FREE AND ALCOHOL-FREE WORKPLACE

To ensure the high standards necessary to conduct **Greater Baybrook Alliance's** business, and to comply with the requirements of the Drug-Free Workplace Act of 1988, **Greater Baybrook Alliance's** instituted this Drug-Free and Alcohol-Free Workplace policy. **Greater Baybrook Alliance's** purpose in implementing this policy is to provide a drug-free and alcohol-free workplace in order to ensure a safe, healthy, and productive work environment for all employees. In addition to being concerned about your well-being, there is equal concern that **Greater Baybrook Alliance's** reputation and image is not compromised in any way. **Greater Baybrook Alliance's** policy concerning drug and alcohol use and abuse is as follows:

You must report to work in a fit condition to perform your duties. Being under the influence of drugs or alcohol is not acceptable.

Greater Baybrook Alliance prohibits the unlawful manufacture, distribution, dispensing, possession, or use or abuse of illicit drugs, alcohol, or prescription drugs if used in a way that is illegal or counter to published policy on controlled substances in the workplace. The workplace includes the **Greater Baybrook Alliance's** offices and all premises used to further our programmatic objectives.

You will not be terminated for voluntarily seeking assistance for a substance abuse problem. However, performance, attendance, or behavioral problems may result in disciplinary actions up to and including termination.

If you are taking physician-prescribed medication, you must notify your supervisor if there is likelihood that such medication could affect your job performance and safety. However, you are not required to give specific details about your medical condition. Additionally, all such information will be maintained in the strictest confidence.

A conviction for drug or alcohol abuse crimes will be considered to be in violation of our substance abuse policy. If you are convicted of such a crime, you are required to report any such conviction to your supervisor. You may be subject to termination or required to submit to a bona fide drug or alcohol abuse rehabilitation program. **Greater Baybrook Alliance** will inform appropriate law enforcement authorities of any drug-related crime that occurs in the workplace.

“Drugs” means any substance taken into the body, other than alcohol, which may impair one’s mental faculties and/or physical performance.

“Abuses” means any use of any illegal drug, or use of any drug, including alcohol, over-the-counter or prescription drugs when use is not in conformance with prescription requirements or in circumstances where use is not permitted.

Greater Baybrook Alliance will educate and inform its employees about the health consequences of drug and alcohol abuse. All current employees will be made aware of this policy through distribution of the Employee Handbook.

EQUAL EMPLOYMENT OPPORTUNITY

We are an inclusive workplace that values diversity of background, culture, and thought. We believe that we can best promote excellence by treating all people respectfully and equitably. We do not tolerate harassment or bullying.

Greater Baybrook Alliance is committed to providing equal employment opportunities to all employees and applicants for employment. Accordingly, all terms and conditions of employment will be carried out without regard to race, color, national origin, religion, age, disability, sex (including pregnancy), sexual orientation, gender identity, veterans status, marital status, genetic information or any other factor protected by federal, state or local law. **Greater Baybrook Alliance** will not tolerate acts deemed to constitute discrimination or harassment based on these protected factors.

Greater Baybrook Alliance's procedure for responding to individual discrimination complaints is guided by the regulations of the Equal Employment Opportunity Commission. These procedures are posted in areas throughout the organization. Any employee or applicant for employment who believes that unlawful discrimination has occurred must consult with the Director of Human Resources or the Director's designee within a reasonable period of time following the alleged discriminatory action. If the Director or Human Resources is the source of concern, the employee or applicant may contact the Executive Director/President. The Human Resources Department or other appropriate official will then conduct an investigation and advise the employee or applicant of the findings or of any remaining steps that may be taken.

HARASSMENT & DISCRIMINATION POLICY

It is **Greater Baybrook Alliance's** policy to treat all employees and interns with dignity and respect and to provide a work environment free from harassment and illegal discrimination based on race, color, national origin, religion, age, disability, sex (including pregnancy), sexual orientation, gender identity, veterans status, marital status, genetic information or any other factor protected by federal, state or local law. No individual should be subjected to harassment or discrimination by another employee, manager, client or visitor and all individuals should be aware of what harassment, both sexual and non-sexual, and discrimination are and what steps to take if harassment or discrimination occurs. **Greater Baybrook Alliance** will take immediate steps to address complaints of discrimination or harassment based on any characteristic protected by law.

This policy applies to all work-related settings and activities, whether inside or outside the workplace, and includes business trips and business-related social events. **Greater Baybrook Alliance's** property (e.g. telephones, copy machines, facsimile machines, computers, and computer applications such as e-mail and Internet access) may not be used to engage in conduct that violates this policy. **Greater Baybrook Alliance's** policy against harassment covers employees and other individuals who have a relationship with **Greater Baybrook Alliance** which enables the organization to exercise some control over the individual's conduct in places and activities that relate to **Greater Baybrook Alliance's** work (e.g. directors, officers, contractors, vendors, volunteers, etc.).

Discrimination in general: Discrimination includes unfavorable treatment of an individual with regard to employment actions such as hiring, promotion, termination, compensation, and other terms and conditions of employment based on race, color, national origin, religion, age, disability, sex (including pregnancy),

sexual orientation, gender identity, veterans status, marital status, genetic information or any other factor protected by federal, state or local law.

Harassment, including Sexual Harassment: Harassment includes behavior that demonstrates hostility toward another individual based on any protected characteristic. Conduct constitutes harassment where:

- 1) Submission to such conduct is made a term or condition of an individual's employment, either explicitly or implicitly,
- 2) Submission to or rejection of such conduct is used as the basis for decisions affecting an individual's employment, or
- 3) Such conduct unreasonably interferes with an individual's work performance or has the effect of creating an intimidating, hostile or offensive working environment.

Harassing conduct may include, but is not limited to: epithets, slurs or negative stereotyping; threatening, intimidating or hostile acts, denigrating jokes; and written or graphic materials that denigrate or show hostility or aversion toward an individual or group and that is placed on the employer's premises, circulated in the workplace, or generally published in a manner so as to be viewed by co-workers.

More specifically, sexual harassment includes unwelcome sexual advances, requests for sexual favors and other conduct of a sexual nature, or conduct based on an individual's gender. Sexual harassment may include a range of subtle and not-so-subtle behaviors and may involve individuals of the same or different gender. These behaviors may include, but are not limited to: unwanted and unwelcome sexual advances or requests for sexual favors; sexual jokes and innuendo; verbal abuse of a sexual nature; leering, whistling or touching; insulting or obscene comments or gestures; display in the workplace of sexually suggestive objects or pictures; other physical, verbal or visual conduct of a sexual nature; or conduct based on an individual's gender.

Complaint Procedure: **Greater Baybrook Alliance** encourages individuals who believe they are being subjected to harassment or discrimination to address the issue, regardless of the alleged offender's identity or position. **Greater Baybrook Alliance** has established the following procedure to facilitate the investigation and resolution of claims of harassment or discrimination:

- 1) If possible, the individual affected should politely but firmly advise the offender that his or her behavior is unwelcome and request that it stop immediately. The offender may not realize that his or her behavior is offensive and often this action alone will end the unwelcome advances or behavior. It is not necessary for an individual to speak directly to the offender if he or she feels uncomfortable or believes that negative employment consequences may result.
- 2) If for any reason an individual does not wish to address the offender directly, or if such action does not end the offensive conduct, the individual should notify someone in his/her supervisory chain, a member of the Management Team, or the Executive Director of the offensive conduct. If the alleged wrongdoer is the Executive Director, the individual should report the conduct to a member of the Board. Any complaint of harassment or discrimination received by any member of management must be reported to the Chair of the Governance Committee of the Board of Directors.

Investigation: The Governance Committee will investigate the complaint. To the extent possible, the complaints, interviews with colleagues, and any documents discovered or generated during the

investigative process, will remain confidential. The results of the investigation will be reported to the Executive Director, who will then determine a course of action. The response can include various kinds of disciplinary action, up to termination. Upon completion of the investigation, **Greater Baybrook Alliance** will inform the employee who made the complaint of the results of the investigation.

If the alleged wrongdoer is the Executive Director, the Board will establish a committee to investigate the complaint and determine a course of action. The committee will be charged with initiating the investigation, conducting the investigation, and determining a response or course of action within a reasonable period of time. **Greater Baybrook Alliance** will conduct follow-up interviews to determine that the appropriate steps were taken and the issues were resolved.

Prohibition of Retaliation: Retaliation against any individual who, in good faith, opposes harassment or discrimination, files a complaint, testifies or participates in an investigation of a claim of harassment or discrimination is prohibited and will be subject to disciplinary action. Acts of retaliation should be reported immediately.

Consequences for Violations: We consider harassment, discrimination or retaliation to be an act of misconduct and subject to appropriate disciplinary action, up to and including termination of employment. False and malicious complaints of harassment, discrimination or retaliation may be the subject of appropriate disciplinary action. On the other hand, an employee will not be disciplined merely because the complaint is found to be without merit.

CONFLICT OF INTEREST POLICY

Application of Policy

This policy applies to board members, staff and certain volunteers of **Greater Baybrook Alliance**. A volunteer is covered under this policy if that person has been granted significant independent decision making authority with respect to financial or other resources of the organization. Persons covered under this policy are hereinafter referred to as “interested parties.”

Determining a Conflict of Interest

A conflict of interest may exist when the interests or concerns of an interested party may be seen as competing with the interests or concerns of the organization. There are a variety of situations which raise conflict of interest concerns including, but not limited to, the following:

Financial Interests - A conflict may exist where an interested party or a relative or business associate of an interested party directly or indirectly benefits or profits as a result of a decision or transaction entered into by the organization. Examples include situations where:

- ❑ the organization contracts to purchase or lease goods, services, or property from an interested party or a relative or business associate of an interested party;
- ❑ the organization purchases an ownership interest in or invests in a business entity owned by an interested party or by a relative or business associate of an interested party;
- ❑ the organization offers employment to an interested party or a relative or business associate of an interested party, other than a person who is already employed by the organization;

- ❑ an interested party or a relative or business associate of an interested party is provided with a gift, gratuity, or favor of a substantial nature from a person or entity which does business or seeks to do business with the organization;
- ❑ an interested party or a relative or business associate of an interested party is gratuitously provided use of the facilities, property, or services of the organization.

Other Interests - A conflict may also exist where an interested party or a relative or business associate of an interested party obtains a non-financial benefit or advantage that he/she would not have obtained absent his/her relationship with the organization, or where his/her duty or responsibility owed to the organization conflicts with a duty or responsibility owed to another organization. Examples include:

- ❑ an interested party seeks to obtain preferential treatment by the organization for her/himself, a relative, or business associate;
- ❑ an interested party seeks to make use of confidential information, as defined in our Confidentiality Policy, obtained from the organization for her/his own benefit or for the benefit of a relative, business associate, or other organization; or
- ❑ an interested party seeks to take advantage of an opportunity or enables a relative, business associate or other organization to take advantage of an opportunity which s/he has reason to believe would be of interest to the organization.

Disclosure of Actual or Potential Conflicts of Interest

An interested party is under a continuing obligation to disclose any actual or potential conflict of interest as soon as it is known or reasonably should be known.

An interested party shall complete a questionnaire, in the form attached hereto as Appendix A, to fully and completely disclose the material facts about any actual or potential conflicts of interest. The disclosure statement shall be completed upon his/her association with the organization, and shall be updated annually thereafter. An additional disclosure statement shall be filed at such time as an actual or potential conflict arises.

For board members, the disclosure statements shall be provided to the President of the Board. The President's disclosure statement shall be provided to the Secretary of the Board. Copies shall also be provided to the Chief Executive Officer of the organization.

In the case of staff or volunteers with significant decision-making authority, the disclosure statements shall be provided to the Chief Executive Officer of the organization. The Chief Executive Officer's disclosure statement shall be provided to the President of the Board.

The Secretary of the Board shall file copies of all disclosure statements with the official corporate records of the organization.

Whenever there is reason to believe that an actual or potential conflict of interest exists between **Greater Baybrook Alliance** and an interested party, the board of directors shall determine the appropriate organizational response. This shall include, but not necessarily be limited to, invoking the procedures described in Section IV, below, with respect to a specific proposed action or transaction.

Procedures for Addressing Conflicts of Interest - Specific Transactions

Where an actual or potential conflict exists between the interests of **Greater Baybrook Alliance** and an interested party with respect to a specific proposed action or transaction, **Greater Baybrook Alliance** shall refrain from the proposed action or transaction until such time as the proposed action or transaction has been approved by the disinterested members of the board of directors of the organization. The following procedures shall apply:

1. An interested party who has an actual or potential conflict of interest with respect to a proposed action or transaction of the corporation shall not participate in any way in, or be present during, the deliberations and decision making of the organization with respect to such action or transaction. The interested party may, upon request, be available to answer questions or provide material factual information about the proposed action or transaction.
2. The disinterested members of the board of directors may approve the proposed action or transaction upon finding that it is in the best interests of the corporation. The board shall consider whether the terms of the proposed transaction are fair and reasonable to the organization and whether it would be possible, with reasonable effort, to find a more advantageous arrangement with an entity that is not an interested party.
3. Approval by the disinterested members of the board of directors shall be by vote of a majority of directors in attendance at a meeting at which a quorum is present. An interested party shall not be counted for purposes of determining whether a quorum is present, or for purposes of determining what constitutes a majority vote of directors in attendance.
4. The minutes of the meeting shall reflect that the conflict disclosure was made, the vote taken and, where applicable, the abstention from voting and participation by the interested party.

Violations of Conflict of Interest Policy

If the board of directors has reason to believe that an interested party has failed to disclose an actual or potential conflict of interest, it shall inform the person of the basis for such belief and take the appropriate action.

REASONABLE ACCOMMODATIONS POLICY

Greater Baybrook Alliance is committed to providing individuals with disabilities, including those caused or contributed to by pregnancy, with reasonable accommodations that will permit them to perform the essential functions of a position, to the extent that the accommodations do not pose an undue hardship to the organization and the individual is able to perform the essential functions of the job safely.

Individuals who need accommodation, which may include leave, to perform the essential functions of a job should submit a written request to the Executive Director and, if able, propose accommodations that they believe will be effective. The organization will explore whether the proposed or other reasonable accommodations can be made without undue hardship. The availability of these or any other accommodation will depend on the circumstances. Medical documentation may be required as part of this interactive process.

The organization will also endeavor to accommodate the sincere religious beliefs of its employees to the extent such accommodation does not pose an undue hardship for the organization. If you wish to request such an accommodation, please submit a written request to the Executive Director.

Requests for accommodation will be evaluated and an effort will be made to provide reasonable accommodations. The organization may, in some cases, agree to an accommodation on a trial basis and, in all cases, reserves the right to reevaluate accommodations if, in practice, they result in undue hardship on the organization or, in the case of accommodations for a disability, give rise to demonstrated safety risks.

2. ABOUT YOUR JOB

CONFIDENTIALITY

Greater Baybrook Alliance considers certain information to be confidential and/or proprietary. Such information should not be communicated without proper authorization from your supervisor.

Confidential information can include: certain business information such as financial and marketing data, budget information, bid proposals, contract negotiations, and research and development ideas; personnel actions regarding other employees to which you have access as a result of your job duties, such as promotions, demotions, terminations, personnel controversies, compensation, payroll data, performance appraisals, personal information of an embarrassing nature or that an employee specifically requested be kept confidential; information about program recipients or clients of a personal nature; certain legal advice, opinions, and documents. If you are not sure if the information you are handling is confidential, consult your supervisor.

When discussing or transmitting confidential information, please follow these guidelines:

- Do not reveal any confidential information except under the direction and with the approval of your supervisor;
- Make sure that confidential information is properly marked and secured before transmittal;
- Ensure that the recipient of the confidential information has a legitimate need to know the information;
- Avoid displaying confidential data where it can be easily observed, including on your computer screen when you are not at your desk;
- Immediately inform your supervisor of the loss of any confidential data;
- Limit reproduction and distribution of such information;
- Secure confidential documents in locked cabinets or containers when not in use; and
- Make sure that you properly dispose of all confidential information.

Do not remove any confidential information from the organization's office without specific authorization to do so. Before you leave employment at **Greater Baybrook Alliance**, return all confidential and sensitive information directly to your supervisor.

Greater Baybrook Alliance does not seek to regulate or infringe upon the right of non-management employees to communicate among themselves or with interested parties about their terms and conditions of employment. Nothing in this policy should be read as in any way limiting such employee rights.

OWNERSHIP OF MATERIAL

All information that you write, develop, receive or compile, including but not limited to publications, articles, speeches, reports, manuals, etc., during the performance of your duties at **Greater Baybrook Alliance** automatically becomes property of Greater Baybrook Alliance, whether or not it is written, developed, or compiled in your home or in our offices, and whether done during business hours or during other time.

CONSULTING AND HONORARIA

If you are asked to consult with others or to speak at a conference as a representative of **Greater Baybrook Alliance**, you must obtain prior approval from the Executive Director. All monetary compensation you earn as a representative of **Greater Baybrook Alliance** shall be paid to **Greater Baybrook Alliance**. This includes, but is not limited to, compensation paid for speaking engagements, written work, and attendance at events.

OUTSIDE BUSINESS INTERESTS

You may have outside business interests or outside employment so long as it does not interfere with your job performance, including any required overtime, or otherwise create a conflict of interest or an appearance of a conflict of interest. Improper outside business activities include, but are not limited to: working for a competing organization or business; using the **Greater Baybrook Alliance's** time, facilities or equipment to engage in another business or occupation; and, engaging in an outside business activity which results in you losing time from work, presents the appearance of a conflict, or distracts you from performing satisfactorily.

PERSONAL BELIEFS AND PARTISAN POLITICAL ACTIVITY

Greater Baybrook Alliance recognizes that you may hold a wide range of personal beliefs, values and commitments. These beliefs, values, and commitments are a conflict of interest only when they prevent you from fulfilling your job responsibilities, if you attempt to use **Greater Baybrook Alliance's** time and facilities for furthering them, or if you continue to attempt to convince others of your personal beliefs after you have been asked to stop.

As an employee of a 501(c)(3) tax-exempt organization, you may not use your organizational authority to coerce or attempt to command or advise another employee to pay or contribute anything of value for political purposes. You may not directly or indirectly use, or allow any other person to use, any of the resources of the **Greater Baybrook Alliance** for political purposes nor may the **Greater Baybrook Alliance** attempt to influence elections by promoting a specific party or candidate. Employees may not use **Greater Baybrook Alliance's** name to imply in any way that the **Greater Baybrook Alliance** supports a candidate or party.

WHISTLEBLOWING

Greater Baybrook Alliance will not discharge, threaten, or otherwise discriminate against employees because:

- ❑ They, or someone acting on their behalf, report or are about to report to the employer or a public body a violation or a suspected violation of a law, rule, ordinance, or regulation or a contract unless they know or reasonably should know the report is false; or
- ❑ an employee is requested by a public body to participate in an investigation, hearing, or inquiry held by a public body or a court action.

PERSONNEL RECORDS

Federal and state law requires **Greater Baybrook Alliance** to keep certain employee records on file for specific lengths of time. The Human Resources Department confidentially maintains these records in your official personnel file.

Personnel records are the property of **Greater Baybrook Alliance**. You may not alter, remove, add, or replace any documents in your file. You may not view the personnel records of any other employee, unless you are a member of the Senior Management Team or the direct supervisor of the employee whose records you wish to access.

Please help us keep these files up-to-date by informing us of any changes in your marital status, address, number of dependents, insurance beneficiary, telephone number, and who to notify in the event of an emergency. Such information is critical to ensure that we are able to administer our benefits and health insurance in an accurate and timely manner.

HOURS OF WORK AND OVERTIME

The standard workday is eight hours, excluding lunch. The standard office hours are 9:00 a.m. to 5:00 p.m. with one unpaid hour for lunch. To accommodate departmental needs and those who prefer a different daily schedule, **Greater Baybrook Alliance** has instituted a flextime program in which each department director has the option of allowing you to choose your preferred schedule, subject to the requirements, coverage, and workloads of the organization. All nonexempt employees are still entitled to overtime under a flextime schedule if you work over 40 hours per week.

WEAPONS POLICY

Greater Baybrook Alliance prohibits employees and non-employees, whether licensed to carry concealed handguns or not, from carrying such weapons on the premises of the **Organization**. This prohibition is extended to employees who have licenses to carry concealed weapons from keeping such weapons in personally owned vehicles parked on the employer's premises.

SMOKING POLICY

To protect the health and safety of all employees, smoking is prohibited within the confines of the office building or other office space used for **Greater Baybrook Alliance** business. Smoking is permitted in the parking lot or at the back of the building of **Greater Baybrook Alliance**. Employees who smoke may only do so during authorized breaks.

PERSONAL APPEARANCE

Many visitors come to our office throughout the year. Accordingly, it is important to maintain a business-like appearance, avoiding extremes in attire in the office while serving our clients in the community. Employees are expected to be neat, well-groomed, and to dress appropriately. The key guideline: Dress in a manner that reflects well on our organization.

Certain attire is prohibited during work hours. Revealing, torn, dirty, or frayed clothing is unacceptable, as is clothing that has words, terms, or pictures that may be offensive to others. You may wear casual clothing on Fridays, when you are in the office and not scheduled to see any stakeholders. Casual clothing means jeans, khakis, cords, short-sleeved shirts, and long shorts. It does not include athletic wear, flip flops, or sweatshirts/pants.

VIOLENCE IN THE WORKPLACE

The safety and security of all employees is of primary importance at **Greater Baybrook Alliance**. Threats, threatening and abusive behavior, or acts of violence against employees, visitors, clients, or other individuals or their property by anyone on organization property will not be tolerated. Violations of this policy will lead to corrective action up to, and including, termination and/or referral to appropriate law enforcement agencies for arrest and prosecution. **Greater Baybrook Alliance** reserves the right to take any necessary legal action to protect its employees.

Any person who makes threats, exhibits threatening behavior, or engages in violent acts on **Greater Baybrook Alliance's** premises shall be removed as quickly as safety permits and shall remain off the organization's premises until an investigation has been completed. Following the investigation, the organization will initiate an immediate and appropriate response. This response may include, but is not limited to, suspension and/or termination of any business or employment relationship, reassignment of job duties, and/or criminal prosecution of the person or persons involved.

You are responsible for notifying management of any threats that you witness or receive or that you are told another person witnessed or received. Even without a specific threat, you should report any behavior you have witnessed that may be regarded as potentially threatening or violent or which could endanger the health or safety of an employee if the behavior has been carried out on a organization-controlled site or is connected to the organization's employment or business. You are responsible for making this report regardless of the relationship between the individual who initiated the threatening behavior and the person or persons being threatened. The organization understands the sensitivity of the information requested and will do its utmost to maintain the confidentiality of such information in order to respect the privacy of the reporting employee.

ATTENDANCE

Punctuality and regular attendance by all employees is important to meeting our production and quality goals. **Greater Baybrook Alliance** therefore expects regular and prompt attendance. This means that you are required to be at your appointed work station on time each day that you are scheduled or required to work.

If you must be absent from or late to work, you must notify your supervisor as far in advance as possible to inform him or her of the reason for your lateness or absence and state when you expect to return to work. If your absence is for longer than one day, you must email your supervisor each day that you are absent unless other arrangements have been made with your supervisor or other organization official.

Satisfying the above requirements does not necessarily excuse your absence or lateness. If your absence is due to illness, we reserve the right to require written medical authorization verifying the nature of the

illness, its duration, and your ability to return to work. We may also, at our option, verify this information by inquiries or by physical examination by a physician of our choice and at our expense as permitted by applicable law. Any employee absent for five or more scheduled work days may be required to submit the above-mentioned medical authorization before a return to work will be permitted.

Frequent, excessive or pattern tardiness and absenteeism, as well as frequent leaving work early, may jeopardize your continued employment. **Greater Baybrook Alliance** may issue oral or written warnings, put you on probation, suspend, or terminate your employment in our discretion. If you fail to call in for two consecutive work days, you will be deemed to have voluntarily resigned your employment.

Please remember that nothing in these policies alters your “at-will” employment with **Greater Baybrook Alliance** as described elsewhere in this Handbook.

3. LEAVE POLICIES

PAID TIME OFF

Greater Baybrook Alliance provides all full-time, full-year employees with paid time off (Paid Time Off, also known as PTO) in lieu of traditional benefits of paid vacation, personal days, and sick days. PTO may be taken by eligible employees, with prior supervisory approval, at such times and in such increments as best accommodates each employee's schedule and that of the employee's supervisor.

PTO Accrual

PTO is intended to allow employees paid time off from work for reasons such as vacation, personal illness, family illness, medical appointments, religious or ethnic holidays, or personal or family commitments. Employees who are absent from work for any reason are required to take any accrued but unused PTO before taking unpaid time off.

PTO cannot be used until it is accrued. Employees are responsible for monitoring and taking their PTO over the course of the calendar year so that they do not lose time accrued when the current calendar year ends.

All full-time, full-year employees are eligible for PTO, which is earned at a rate ranging from 160 hours per year to 240 hours per year, depending upon years of service. Leave accrual for part-time employees is calculated on a prorated basis. Leave for contract employees is determined by their contract. Leave for full-time, full-year employees is accrued as follows:

- ❑ Employees with three years of service or less are eligible to accrue 160 hours of PTO per year, at a rate of 6.15 hours of PTO per pay period.
- ❑ Employees with more than three years but less than seven years of service, are eligible to accrue 200 hours of PTO per year, at a rate of 7.69 hours of PTO per pay period.
- ❑ Employees with more than seven years of service are eligible to accrue 240 hours of PTO per year, at a rate of 9.23 hours of PTO per pay period.

All unused PTO hours will be forfeited at the end of the year, except that employees may have a cumulative leave maximum carryover of hours as follows:

- ❑ Employees with three years of service or less may carryover a cumulative leave maximum of 20 hours.
- ❑ Employees with more than three years of service, but less than seven years, may carryover a cumulative leave maximum of 40 hours.
- ❑ Employees with more than seven years of service may carryover a cumulative leave maximum of 60 hours.

All hours above these limits will be forfeited at the end of the year.

Use of PTO

PTO may be requested in 4-hour increments, except in the case of FMLA leave where it may be used in one hour increments.

Where your need for PTO is foreseeable (such as for a vacation, school function, or previously scheduled doctor's appointment), you are required to provide your supervisor with reasonable advance notice, typically two weeks, and obtain approval prior to using PTO. This allows for you and your supervisor to prepare for your time off and assure that all staffing needs are met.

There may be occasions, such as sudden illness, where your need for PTO is unforeseeable. In those situations, you must comply with the notification procedures set forth in the Attendance Policy in order to request PTO. If the absence is due to illness, **Greater Baybrook Alliance** reserves the right at any time to require medical verification of the illness, regardless of its duration. Additionally, if you are absent for three consecutively scheduled work days or more due to illness, you may be required, upon returning to work, to provide your supervisor with a written statement signed by a physician verifying the absence was due to illness and that you are able to return to work. **Greater Baybrook Alliance** has discretion whether to approve the use of PTO for an unforeseeable or unscheduled absence, whether due to illness or otherwise. Excessive use of unforeseeable or unscheduled PTO may result in disciplinary action, up to and including termination.

When a **Greater Baybrook Alliance** holiday falls during a scheduled vacation, that day is not counted as a PTO day.

PTO and Leave of Absence

PTO accrued prior to the start of a requested and approved unpaid leave of absence must be used to cover hours missed before the start of the unpaid leave. Under the **Greater Baybrook Alliance's** Family and Medical Leave Act (FMLA) Policy OR Parental Leave Policy, all accrued PTO time must be taken concurrently with FMLA or Parental leave; once PTO is exhausted, any remaining FMLA OR Parental leave is unpaid.

PTO will continue to accrue during the following paid leaves of absence: PTO, bereavement leave, and jury duty leave. It will not accrue during other paid and unpaid leaves of absence, including Short Term Disability, Long Term Disability, Military Leave, and unpaid Family and Medical or Parental Leave.

PTO and Separation from Greater Baybrook Alliance

Employees are not entitled to pay in lieu of taking PTO, either before or when their employment is terminated for any reason, unless required by state law.

Upon termination, accrued, unused PTO will not be paid to the employee.

EXCUSED ABSENCES

Greater Baybrook Alliance allows for the following excused absences (in addition to PTO/vacation and sick leave, disability, FMLA leave (if applicable), and leave of absence):

- **Jury Duty.** **Greater Baybrook Alliance** cooperates with local, state, and federal courts by allowing you to serve on juries without incurring financial loss, for up to two weeks of service. You must provide a copy of the juror summons to your supervisor in order to have your absence counted as an excused absence and to receive your compensation while on jury duty. Full-time, full-year and part-time, full-year employees receive the difference between the compensation for jury duty and their regular rate of pay. Pay for meals and transportation is not considered as compensation.

Employees are required to report to work as soon as they are released from jury duty, as well as during periods when they are not required to present for jury duty. If an employee is not required to serve on a particular day or finishes early, the employee is required to call his/her supervisor to determine if he/she must come in. Any employee who appears for jury duty for four or more hours, including travel time, in one day, will not be required to start any work shift that begins on or after 5:00 p.m. on the day of his/her appearance for jury duty, or begins before 3:00 a.m. on the day following the day of his/her appearance for jury.

- **Military Leave.** Full-time, full year employees are granted up to ten days leave for annual military training programs for the National Guard, the regular armed forces, or reserves. **Greater Baybrook Alliance** will pay such an employee the difference between the compensation for military duty and his or her regular rate of pay, if military compensation is less than the employee's regular rate of pay. Any additional military leave requirements will be unpaid. The Uniformed Services Employment and Reemployment Rights Act (USERRA) protects the job rights of individuals who voluntarily or involuntarily leave employment positions to undertake military service. The law also prohibits employers from discriminating against past and present members of the uniformed services and applicants to the uniformed services. In compliance with USERRA, you will be returned to your former job or a similar position at the completion of your military service if: 1) you reapply for your job within 90 days of separating from service; and 2) you are qualified to perform the job.

Under the Uniform Services Employment and Reemployment Rights Act (USERRA), an employee who takes a military leave of absence must meet six eligibility criteria in order to be entitled to the reemployment rights and benefits of USERRA. In compliance with USERRA, you will be returned to your former job or a similar position at the completion of your military service, provided:

1. You were absent from civilian employment due to service in the uniformed services.
2. You gave timely advance written or verbal notice of your intention or obligation to serve, unless that notification was impossible due to military necessity or another reason outside your control.

3. Your cumulative absence(s) from **Greater Baybrook Alliance** due to military service do not exceed a total of five years. However, this five-year period does not include:
 - service that is required beyond five years to complete an initial period of obligated service
 - service during which you were unable to obtain discharge orders through no fault of your own
 - service required by the military for drills, annual training or completion of skills training
 - involuntary active duty during domestic emergency, national emergency, war or national security situations
 - service under an order to active duty, or to remain on active duty, during a war or national emergency declared by the President of the United States or Congress
 - active duty (other than for training) by volunteers supporting “operational missions” for which selective reservists have been ordered to active duty without their consent
 - federal service by members of the National Guard when called by the President to suppress an insurrection, repel an invasion or execute federal law.
4. You were honorably discharged from service.
5. You must report for work or submit an application for reemployment within the following time periods:
 - Military leave of less than 31 days: You must **report** for work by the beginning of the first full regularly scheduled work period on the first regularly scheduled work day that would fall 8 hours after you returned home from military service, allowing a reasonable time to commute home from service.
 - Military leave of 31 to 180 days: you must **apply** for re-employment not later than 14 days after completion of military service.
 - Military leave of more than 180 days: you must **apply** for re-employment not later than 90 days after completion of military service.
6. You are qualified to perform the essential functions of your position or a similar one, with or without reasonable accommodation.

Upon request from **Greater Baybrook Alliance**, an employee who has been absent from work for more than 30 days must provide documentation from the relevant branch of the uniformed services establishing the preceding criteria for reinstatement.

- ❑ **Leave of Absence.** Upon written request, the organization may grant you a leave of absence without pay for a specified period of time. You must have one year of service and have worked 1,250 hours to be considered for a leave of absence. In addition, you must have exhausted all PTO before you are eligible for an unpaid leave of absence. The request should be made in advance whenever possible. Leave requests exceeding 30 calendar days (approximately 22 working days) require the approval of the Executive Director.

If your leave request is for your own serious health condition, or that of a family member, medical certification will be required within 15 days from the start of the absence. Periodic recertification may also be required. A leave of absence for certain health conditions may qualify as a Family Medical Leave Act (FMLA) absence. Check with the Executive Director to determine if the leave qualifies as an FMLA absence.

If you are on an approved leave of absence, you can continue health insurance coverage by arranging to pay an amount equal to the administrative cost of insurance coverage to **Greater Baybrook Alliance**. You do not earn annual leave during an unpaid leave.

- ❑ **Parental Leave.** Eligible employees may take up to eight weeks of leave for purposes of a childbirth, adoption or foster care placement. In order to be eligible for this leave, the employee must have been employed with the Company for at least 12 months and have worked at least 1,250 hours in the 12-month period looking back from the date that leave is requested. The employee must use any available PTO first during this leave, and the remainder of this leave will be unpaid.

An employee must provide 30 days' advance written notice if possible, when the leave is foreseeable. If the 30 days' advance notice is not possible, the employee must notify his/her immediate supervisor as soon as the need for leave is known. Leave may be denied if necessary to prevent substantial and grievous economic injury to the Company's operations. Medical certification of the need for leave may be required.

- ❑ **Bereavement Leave.** Full-time, full-year and part-time, full-year employees are granted up to three days of paid leave at full salary for a death in their immediate family, which includes the employee's spouse, life partner, children, parents, siblings, and grandparents, member of the employee's household, and a spouse's parents and siblings. Please notify your supervisor when you will be absent.
- ❑ **Voting.** **Greater Baybrook Alliance** encourages all employees to exercise their right to vote. With approval of your supervisor, up to two hours of paid leave will be granted if voting conflicts with your work schedule.
- ❑ **School Visitation Leave.** All full-time and part-time employees are entitled to six (6) hours of leave per child per year to visit the school of the employee's child. The employee will be required to use any available PTO for this purpose, with any remaining leave being unpaid, unless state law requires otherwise. The employee is required to give reasonable advance notice to their supervisor. The supervisor may require documentation from the school or day care facility as proof that the employee visited the school at the specified day and time.

- ❑ ***Deployment Leave.*** Eligible employees may take leave on the day that the employee's spouse, (step)parent, (step)child or sibling is leaving for, or returning from, active duty outside the United States as a member of the Armed Forces of the United States. Employees are eligible for Deployment Leave if they have a year of service with the organization and have worked 1,250 hours in the 12-month period prior to the leave. This leave will be unpaid, although employees may use available paid time off. The organization may require certification from the proper military authority to verify the leave request.

In cases in which Deployment Leave also qualifies under the organization's Family and Medical Leave policy, the leave also will be treated as FMLA leave and applied to the employee's FMLA allotment.

Please contact Human Resources for more information or questions about Deployment Leave.

- ❑ ***Weather-Related Closures.*** **Greater Baybrook Alliance** is concerned about the safety and well-being of all its employees. At the same time, **Greater Baybrook Alliance** is responsible for conducting quality programs and serving its clients. In adverse weather conditions, the organization will determine whether to close the office or grant liberal leave in conjunction with the Baltimore City or Anne Arundel County school district's decision and subsequent announcements in the local media. Local school district work status is usually announced by 6:00 a.m. Further instructions will be communicated by your supervisor email after 7:30 a.m.

If the federal government closes with essential personnel required to report, **Greater Baybrook Alliance's** office will close and only essential personnel are required to report. No PTO will be charged to employees who do not report.

If the federal government announces that a liberal leave policy is in effect, **Greater Baybrook Alliance's** office will open for business as usual. Essential personnel are required to report. Employees not reporting to work during liberal leave status will be charged PTO. For the purposes of this policy, the term *essential personnel* is defined as those employees who have program-related responsibilities deemed necessary to serve our clients on a daily basis.

Liberal leave is defined as an employee's ability, in the event of special environmental circumstances, to take PTO without requiring prior authorization from a supervisor.

- ❑ ***Emergency Closures.*** In the event of other emergency closings, such as electrical outages or flooding, **Greater Baybrook Alliance** will use email or phone to announce whether the office is closed or liberal leave status is in effect, as determined by the Senior Management Team.

Procedure for Marking Your Timesheet. If **Greater Baybrook Alliance's** office is closed, you should mark your timesheet as follows:

- If you do not report to work during an office closure, record the time under "other."

- During liberal leave status, all employees who do not report to work should record leave taken as annual leave on their timesheets.

LEAVE REQUESTS

All requests for scheduled leave require prior approval.

For scheduled leave, you must complete a leave request. To complete a leave request, you must fill in the date(s) and type(s) of leave requested in the “leave” block of the Employee Timesheet and submit it to your department director for verification of your current leave balance.

After leave time has been verified, submit the timesheet to your supervisor for approval. Approved timesheets are then submitted to Payroll for the pay period during which the leave is taken.

Requests for unscheduled leave must comply with the organization’s call-in procedures, as set forth in the Attendance Policy. To ensure that our staffing and operational needs are met at all times, management reserves the right to grant leave requests at its discretion. Even if approved, requests for unscheduled leave may not necessarily be excused for purposes of the Attendance Policy.

HOLIDAYS

Each year the Senior Management Team approves a holiday schedule that includes the holidays listed below and may include additional days.

New Year’s Day
Martin Luther King, Jr.’s Birthday*
President’s Day*
Memorial Day
Independence Day
Labor Day
Columbus Day*
Veteran’s Day*
Thanksgiving Day
Christmas Day

The number of holidays and the schedule are subject to change without notice. The Senior Management Team may establish additional holidays on an annual basis. Holidays marked with an * are floating holidays. You can work on these holidays or take the day off. If you choose to work on the holiday, you may take another day off with approval from your supervisor with at least two weeks’ notice. Floating holiday time may not be taken until after the holiday occurs.

Greater Baybrook Alliance observes holidays falling on a Saturday on the preceding Friday. The organization observes holidays occurring on a Sunday on the following Monday.

All full-time employees receive eight paid hours for a holiday. Part-time employees will be granted time off if the holiday corresponds to his or her normally scheduled period of work. You must be in an active

pay status both the day before and the day after a **Greater Baybrook Alliance** holiday in order to be paid for the holiday. An employee on an unpaid leave of absence, or on disability, does not receive holiday pay.

Absences for religious holidays or other personal reasons may be charged to **PTO** with approval of your supervisor, unless you take the day as a floating holiday.

FAMILY AND MEDICAL LEAVE ACT (FMLA)

The federal Family and Medical Leave Act (FMLA) provides eligible employees with job protected leave from work for certain qualifying reasons. Please note that this Policy provides a summary of FMLA leave benefits. Employees who believe that they have an FMLA-qualifying need for leave should contact **Executive Director** to receive more information.

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers from requesting or requiring genetic information of an individual or a family member of the individual, except as specifically allowed by this law. To comply with this law, employees and their healthcare providers will be asked not to provide any genetic information in connection with an FMLA leave request. "Genetic information," as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

Eligibility

To qualify for FMLA leave, an employee must have worked for **Greater Baybrook Alliance** for at least 12 months and at least 1,250 hours during the 12-month period immediately preceding the date the leave is to begin, and be employed at a worksite where 50 or more employees are employed by the organization within 75 miles of that worksite.

FMLA-Qualifying Reasons for Leave

Basic FMLA

Eligible employees may take up to 12 weeks of leave in a 12-month period for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or childbirth;
- To care for the employee's child after birth or placement for adoption or foster care (the leave must be taken within a year of the child's birth/placement);
- To care for the employee's parent, spouse, or child (under age 18 or having a disability) who has a serious health condition;
- For a serious health condition that makes the employee unable to perform his/her job.

Military-Related FMLA

Military Caregiver Leave. Eligible employees may take up to 26 weeks of leave in a single 12-month period to care for a spouse, son, daughter, parent or family member for whom the employee is "next of

kin” who is a current member of the U.S. Armed Forces (including a member of the National Guard or Reserves) and who has sustained or aggravated a serious illness or injury in the line of duty. This leave may also be taken for a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness. A “serious injury or illness” of a service-member for which leave may be taken is one incurred or aggravated in the line of duty that may render the service-member medically unfit to perform the duties of his/her office, grade, rank or rating. In addition, leave may be taken while the service-member is undergoing treatment, recuperation, or therapy, is on outpatient status, or is on the temporary disability list.

Qualifying Exigency Leave. Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation or in connection with deployment to a foreign country may take up to 12 weeks of leave in a 12-month period to address certain “qualifying exigencies.” Qualifying exigencies include attending certain military events, arranging for alternative (but not routine) childcare and attending to certain child-related emergencies, addressing certain financial and legal arrangements, attending certain counseling sessions, addressing certain care-related needs of the parent of a servicemember who is unable to care for him/herself, and attending post-deployment reintegration briefings. Leave also may be taken immediately prior to a servicemember’s short-notice deployment (up to 7 days) and during a servicemember’s short-term rest and recuperation leave (up to 15 days).

For purposes of military-related FMLA, “son or daughter of a covered servicemember” means the covered servicemember's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the covered servicemember stood in loco parentis, and who is any age, unless otherwise defined. Covered servicemembers who are “in loco parentis” include those with day-to-day responsibilities to care for and financially support a child, or, in the case of an employee, who had such responsibility for the employee when the employee was a child. A biological or legal relationship is not necessary.

Twelve Month Period Defined

The 12-month period used by **Greater Baybrook Alliance** for FMLA leave other than that taken to care for an injured servicemember is a “rolling” 12-month period measured backward from the date the employee uses FMLA leave. Where leave is taken to care for an injured servicemember, the 12-month period is measured forward from the date the employee first takes FMLA leave and ends 12-months following that date (even if the employee has not exhausted the 26 weeks of leave available for this purpose).

Where an employee takes leave for multiple FMLA-qualifying reasons in a 12- month period, time taken for all FMLA covered absences count toward the applicable limit during the 12-month period (that is, 12 weeks total in a 12-month period for FMLA leave subject to a 12 week limit and 26 weeks total where an employee takes leave to care for a covered servicemember; provided, however, that any leave taken for FMLA-qualifying reasons unrelated to caring for the covered servicemember during the 26 week period may not exceed 12 weeks total).

Each time an employee takes leave, **Greater Baybrook Alliance** will compute the amount of leave the employee has taken under this policy and subtract it from the available leave. The balance remaining is the amount available to the employee during the applicable 12-month period.

Serious Health Condition

A serious illness or health condition for purposes of Basic FMLA leave is an illness, injury, impairment or physical or mental condition that involves:

- Any period of incapacity or treatment that involves inpatient care (an overnight stay in a hospital or medical care facility);
- Continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents a covered family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive full 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 a chronic condition. Other conditions also may qualify as "serious health conditions."

Use of Paid and Unpaid Leave

Except as provided in the immediately following paragraph, an employee taking FMLA leave is required to use all available paid time off benefits first, such as PTO. Such paid time runs concurrently with the employee's FMLA leave. Once all earned paid leave is exhausted, any remaining FMLA leave will be unpaid.

Where leave is for an employee's own serious health condition and that condition also qualifies for Short Term Disability (STD) or Workers' Compensation (WC) leave benefits, such leave will also be designated as FMLA leave and will run concurrently with STD or WC leave. An employee whose leave is running concurrently with STD or WC leave is not required to use available paid time off benefits while in STD or WC status, although the employee may choose to use such benefits to make up the difference between his/her usual full pay and the amounts received under STD or WC.

Schedule of Leave

Leave may be taken in blocks of time. When medically necessary, leave also may be taken on a reduced schedule basis or intermittently. Employees are required to make reasonable efforts to schedule their leave for planned medical treatment so as not to unduly disrupt Greater Baybrook Alliance's operations. Military related leave due to a "qualifying exigency" may also be taken on an intermittent basis.

Employee Status & Benefits During Leave

Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the employee's FMLA leave. While an employee is on leave, **Greater Baybrook Alliance** will continue the employee's health benefits and others as applicable during the leave period at the same level and under the same conditions as if the employee had continued to work. Under current Nonprofit policy, the employee pays his/her co-payment for the health care premiums. When possible, **Greater Baybrook Alliance** will continue to make payroll deductions to collect the employee's share of the premiums. While on unpaid leave, the employee must continue to make this payment, either in person or by mail. The payment must

be received by the Bookkeeper, on the prearranged due date of each month. If the payment is more than 30 days late, the employee's health care coverage may be discontinued for the duration of the leave.

Greater Baybrook Alliance will provide 15 days' notification prior to the employee's loss of coverage. This also applies to all other benefits that require an employees' contribution.

If the employee chooses not to return to work for reasons other than a continued serious health condition of the employee or the employee's family member or a circumstance beyond the employee's control, **Greater Baybrook Alliance** reserves the right to require the employee to reimburse **Greater Baybrook Alliance** the amount it paid for the employee's health insurance premiums during the leave period.

During periods of paid short-term disability, long-term disability, and unpaid FMLA leave, you will not accrue annual and sick leave. However, such leave or disability periods will not constitute a break in service for purposes of determining eligibility for, and vesting in, the organization's 403(b) Retirement Plan. If you are on paid short-term disability or paid FMLA leave, you may continue to contribute to the 403(b) Plan and you will receive a matching contribution. You cannot make contributions to the 403(b) Plan when on long-term disability, nor will **Greater Baybrook Alliance** make matching contributions during this period.

No Inconsistent Activities During Leave

While on FMLA leave, an employee may not engage in activities that are inconsistent with his/her represented incapacity. Violation of this rule will constitute misconduct, will be cause for discharge, and will disqualify an employee from reemployment with **Greater Baybrook Alliance**.

Spouses Employed by Greater Baybrook Alliance

If FMLA eligible spouses both work for **Greater Baybrook Alliance** and each wishes to take leave for the birth of a child, adoption or placement of a child in foster care, to care for a parent with a serious health condition, or to care for a covered servicemember, the spouses may take only a combined total of 12 weeks of leave (or 26 weeks of leave in the case of leave to care for a covered servicemember), in the applicable 12-month period.

Return to Work After Leave

An employee who takes FMLA leave and is cleared to return to work should contact **the Executive Director** to find out if a fitness-for-duty certification is required for the employee's position. Returning employees will be restored to the same position or a position with equivalent status, pay, benefits and other employment terms. **Greater Baybrook Alliance** may exempt certain highly compensated "key" employees from job restoration when doing so would cause substantial and grievous economic injury to **Greater Baybrook Alliance**.

If at the end of FMLA leave the employee is unable to return to work and perform the essential functions of his or her last regular position due to disability, the employee must inform the organization of such inability to return to work prior to the expiration of FMLA. In such instances, **Greater Baybrook Alliance** will engage in a case-by-case analysis with the employee to determine if a reasonable accommodation exists that would allow the employee to return to work, or if additional leave would be reasonable.

Employee Notice to Greater Baybrook Alliance

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable. Employees are required to comply with **Greater Baybrook Alliance's** call-in and notice-of-absence rules. In addition, employees who are on FMLA leave must report to their supervisor on a weekly basis on their status and any changes in their status, including the anticipated return to work date. Employees should speak with their **supervisor** to establish a call-in day for this purpose.

In providing notice of a need for FMLA leave, employees must provide enough information to permit **Greater Baybrook Alliance** to determine if the leave may qualify for FMLA and the expected timing and duration of the leave. Sufficient information may include that the employee is unable to perform one or more job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a healthcare provider, or circumstances supporting the need for military family leave. Calling in sick is not sufficient and will not provide **Greater Baybrook Alliance** with enough information to make an FMLA assessment. If the request is for leave that previously was designated as FMLA leave, the employee must inform **Greater Baybrook Alliance** of this when again requesting leave.

Certification of the need for FMLA, whether from a health care provider or otherwise, may be required of the employee. When certification of the need for leave is required, employees will need to return the appropriate certification form to **Greater Baybrook Alliance** within **15 calendar days**. Failure to return the form in a timely manner may result in FMLA leave being delayed or denied. For situations involving a serious health condition, a second or third medical opinion (at our expense) may be required upon our request, as may periodic re-certifications. **FMLA may be denied if proper certification is not submitted.**

Greater Baybrook Alliance's Notice to the Employee

An employee who requests FMLA leave will be informed of his/her eligibility for leave, any additional information that **Greater Baybrook Alliance** will require, and his/her employee's rights and responsibilities under FMLA. If an employee is found ineligible, he/she will be informed of the basis for this determination. If the employee is FMLA eligible and the reason for the leave is FMLA qualifying, the employee will be provided with notice of the designation of the leave as FMLA leave and the amount of leave available. If the leave request is found not to qualify for FMLA leave, the employee will be informed of basis for this determination.

Non-Retaliation Under FMLA

Greater Baybrook Alliance supports its employees' right to the protections available under the FMLA and will not interfere with, restrain, or deny employees the opportunity to exercise their FMLA rights, nor will **Greater Baybrook Alliance** discharge or discriminate against any employee for opposing practices prohibited by the FMLA or being involved with FMLA proceedings. Employees who believe that their rights to FMLA leave have been violated in any way should bring the matter to the attention of the Board President promptly. In addition, or alternatively, employees have the right to file a complaint with the U.S. Department of Labor or under civil law. **Greater Baybrook Alliance** will not retaliate against any employee who asserts a right to take FMLA leave, who takes leave in compliance with Greater Baybrook Alliance policies, or who lodges or supports a complaint concerning his/her FMLA rights. Any employee

who believes that he/she is being retaliated against should immediately notify the employee's supervisor or the Board President so that appropriate action can be taken.

For more detailed information on Family and Medical Leave, contact the Human Resources Department.

ADMINISTRATIVE LEAVE

Administrative leave is a period of time during which an employee is relieved of his or her job while the organization reviews the circumstances and events that led to the administrative leave. This may apply to both exempt and non-exempt employees. Only the **Executive Director** can place an employee on administrative leave, except in exigent circumstances, in which case a department director can exercise this authority. The Board of Directors may place the Executive Director on administrative leave.

Initially, the administrative leave will be unpaid. Whether the administrative leave is subsequently paid is subject to management's discretion and may depend on the outcome of the **Greater Baybrook Alliance's** review. In some circumstances, management may issue pay retroactively for the leave. At other times, management may decide to convert part or all of the administrative leave to an unpaid disciplinary suspension.

4. YOUR BENEFITS AND INSURANCE COVERAGE

INTRODUCTION TO YOUR EMPLOYEE BENEFITS

Greater Baybrook Alliance is committed to maintaining a benefits program that meets the needs of you and your family. The following paragraphs generally describe the organization's benefits program, but should not be construed as a promise or guarantee of any specific benefit or benefit level. Additional information describing these benefits is available from the Executive Director. Questions concerning the benefits package should be directed to the Executive Director. Eligibility for insurance coverage is based on an employee's classification and number of months the employee has worked. The terms and conditions of **Greater Baybrook Alliance's** insurance policies and contracts may change without notice. The insurance policies will govern when in conflict with the descriptions contained in this handbook.

BENEFITS FOR PART-TIME AND PART-YEAR STAFF

Benefits for part-time and part-year staff are governed by your contract. Part-time staff working less than 20 hours a week do not receive any paid benefits except prorated holiday pay.

Part-year staff receive benefits if you have been hired to work six months or more. Part-year staff hired to work six months or more receive benefits on the same basis as full-time, full-year and part-time, full-year staff, unless you are governed by a contract that states otherwise.

SHORT-TERM AND LONG-TERM DISABILITY LEAVE

Greater Baybrook Alliance provides short-term and long-term disability benefits to those employees who have been medically certified as unable to work. Short-term disability benefits are available to full-time, full-year employees and part-time, full-year employees who have completed **12** consecutive months of employment.

Short-term disability benefits are funded by Greater Baybrook Alliance, through an insurance contract for a period of 12 weeks. You must pay a portion of the premium through a payroll deduction. Benefits will begin two weeks following a medically certified absence. During the initial two-week absence, you may use your accumulated PTO.

Long-term disability benefits are available to full-time, full-year employees and part-time, full-year employees who work a minimum of 30 hours per week and have completed 12 consecutive months of employment. Eligibility for disability benefits for contract employees is governed by their contracts. Benefits for long-term disability are provided through a third-party insurance carrier. Premiums for long-term disability insurance will be deducted from your paychecks every two weeks. These payments will not be deducted on a pretax basis.

INSURANCE BENEFITS

MANDATED INSURANCE BENEFITS

- ❑ **WORKERS' COMPENSATION INSURANCE:** All employees are covered by workers' compensation insurance. This insurance compensates you for lost time, medical expenses, surgical expenses, and loss of life or dismemberment from an injury, illness, or disability arising out of or in the course of work. **Greater Baybrook Alliance** pays all costs of providing this insurance. You must report any accident or injury immediately to the appropriate supervisor and the Human Resources Department so that the necessary paperwork can be completed.
- ❑ **UNEMPLOYMENT COMPENSATION:** **Greater Baybrook Alliance** participates in Maryland's Unemployment Insurance program so that you may continue to receive some income in the event you become laid off or unemployed through no fault of your own. State law and regulations determine whether you qualify for unemployment benefits, and the amount of benefit you will receive if you do qualify. Individuals fired for gross misconduct are not entitled to unemployment compensation.

ELECTIVE INSURANCE BENEFITS

- ❑ **MEDICAL INSURANCE COVERAGE:** To provide all eligible employees and their dependents with balanced health insurance protection, **Greater Baybrook Alliance** offers a Health Maintenance Organization. Eligible employees are defined as: all employees who work at least 40 hours on a weekly basis. Eligible employees are covered starting on the 1st day of employment. In order to become covered without having to submit evidence of insurability, you must enroll within 30 days of your initial employment.

Greater Baybrook Alliance will pay **80%** of the cost of the individual health insurance premium for eligible employees. You are responsible for the remaining **20%**. You may add your spouse or dependents to your health insurance policy. **Greater Baybrook Alliance** will **not** pay for spouse or dependent coverage. All of your premiums can be deducted on a pretax basis.

- ❑ **MEDICAL INSURANCE COVERAGE (HMO PLAN):** **Greater Baybrook Alliance's** comprehensive medical coverage, administered by a major insurance carrier, provides for payment of covered charges, up to specified percentages, after a deductible amount has been satisfied. Covered employees must use the physicians or hospitals who are members of the HMO. If you decide to use an out-of-network physician, you will pay a higher copay amount, be responsible for a larger percentage of reimbursement, and pay a higher deductible. For additional features, please see the **Summary Plan Description**.
- ❑ **DENTAL INSURANCE COVERAGE:** **Greater Baybrook Alliance** provides eligible employees and their dependents with dental insurance for an additional monthly charge. A full description of the dental plan coverage is contained in the Summary Plan Description. Premiums for dental insurance will be deducted from your paycheck on a pretax basis.
- ❑ **LIFE INSURANCE:** **Greater Baybrook Alliance** provides life insurance for all eligible employees. Premiums for life insurance are fully paid by Greater Baybrook Alliance.
- ❑ **ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE:** **Greater Baybrook Alliance** provides accidental death and dismemberment insurance for eligible employees. The coverage amount is determined by your employment classification.

You will be asked to sign a waiver of coverage if you opt not to enroll in any of the benefits offered through **Greater Baybrook Alliance**.

CONTINUANCE OF MEDICAL/DENTAL INSURANCE COVERAGE-COBRA

What is COBRA?

In 1986 Congress passed the Consolidated Omnibus Budget Reconciliation Act (COBRA) to help you maintain uninterrupted health care coverage when a “life changing” event occurs.

What is a “life changing” event?

A life-changing event includes loss of current job, reduction of hours of work, bankruptcy, divorce, legal separation, or loss of dependent status of a child.

COBRA is not automatic; you must request it in order to receive it, since not everyone who leaves a job is in need of continued coverage. Coverage may be continued for a specific period of time (usually 18 months) and the covered individual is responsible for the entire premium and any additional administrative fees.

Who is eligible?

- You
- Your covered dependents including your spouse
- A newborn or adopted child

Is a physical needed?

No

What could cause COBRA to end?

- Coverage under another group health plan.
- Failing to make timely payments of the premium.
- Your former employer discontinues group health care coverage.
- You become eligible to receive Medicare.

Can you still receive benefits after you reached your COBRA limit?

Possibly, if your former employer's health care plan offers a conversion privilege, you may elect to convert your coverage into one of the conversion plans being offered by your former employer.

You must notify your previous employer within 60 days of the following:

- Divorce/legal separation
- Total disability
- Addition or loss of dependent status
- Medicare eligibility
- Death of an insured party

Notifying your employer in writing of any changes will ensure proper coverage periods. Pending the nature of the change, coverage may continue for up to 36 months as long as eligibility is maintained.

COBRA entitlement is not extended to employees terminated for gross misconduct.

If, as a former employee, you choose to continue group benefits under COBRA, you must pay the applicable premiums. Coverage rights will cease if you fail to make timely premium payments, become covered by another group health plan that does not exclude pre-existing conditions, or become eligible for Medicare. Further details of your COBRA coverage rights may be obtained from the Human Resources Department.

RETIREMENT

Greater Baybrook Alliance maintains a Defined Contribution Retirement Plan. All full-time or part-time **Greater Baybrook Alliance** employees who are credited with at least 1,000 hours of service during any twelve (12) consecutive calendar months starting with their date of employment, are eligible and encouraged to participate in the Retirement Plan at the end of the 12-month period. The Retirement Plan Fund Sponsor offers various investment options and payouts upon retirement.

Eligible employees may join the plan on one of the following quarterly enrollment dates: January 1, April 1, July 1, or October 1 of each calendar year. Contact the Human Resources Department for a copy of the Summary Plan Description for further details.

5. COMMUNICATION

USE OF CELLULAR/SMART TELEPHONES

Greater Baybrook Alliance provides an allowance to cover the cost of cellular or smart telephones to some employees as a business tool. They are used to assist employees in communicating with management and other employees, their clients, associates, and others with whom they may conduct business. Cell or smart phone use is primarily intended for business-related calls and other business purposes. However, occasional, brief personal use is permitted within a reasonable limit. Cell or smart phone invoices may be regularly monitored.

Greater Baybrook Alliance requires the safe use of any cell or smart phones by employees while conducting business. Employees are required to comply with all applicable laws regarding the use of cell phones and smart phones while driving. **Greater Baybrook Alliance** does not permit employees to drive while using a hand-held cell or smart phone if you are using the phone while on organization business. Instead, employees must safely pull over to the side of the road to make or receive telephone calls, texts, or e-mails, or use the Internet or apps. If you are unable to pull over or stop when receiving a cell or smart phone call, use the earphone/microphone for increased safety, keep the business conversation brief, and locate a safe area to park your vehicle as soon as possible in order to continue the call.

As a general rule, employees should not conduct personal business during working hours. Personal calls, even on personal cell phones, should only be made or accepted in emergencies and must be kept to a minimum. Under no circumstances should they interfere with work. At no time should employees engage in personal use of cell phones or smart phones, whether for calls or otherwise, in front of clients. Excessive personal use of cell phones or smart phones during work hours may be subject to discipline, up to and including termination.

SOLICITATION AND DISTRIBUTION

To prevent interfering with and disrupting the work of employees, and to provide the most efficient services to the public, the following rules must be followed:

- No employee during his or her working time may distribute written material in any area of the organization.
- No employee may solicit another employee in any area of the organization during his or her working time or during the other employee's working time.
- No employee, regardless of whether he or she is on working time, may distribute written material at any time or solicit another employee at any time in working areas.
- "Working time" includes all time during which an employee is assigned to or engaged in the performance of job duties, but does not include scheduled breaks or meal periods during which time the employee is not assigned to or expected to perform any job duties.

- No employee may post items of a personal nature on bulletin boards that are designated for the exclusive use of the organization.
- Non-employees are not permitted to solicit employees or distribute written material on organization property at any time.



6. CAREER DEVELOPMENT

ANNOUNCEMENTS OF JOB VACANCY

Greater Baybrook Alliance is committed to promotion from within when appropriate. We encourage both internal advancement and external competitiveness in recruiting and placing the most qualified applicant in an open position. When a job becomes available, a job opportunity announcement will be posted for the open position. In the event an internal candidate has already been identified, the vacant position may not be posted.

Greater Baybrook Alliance employees who wish to apply for a vacant position must submit a completed Internal Application to the recruiting contact listed on the job opportunity announcement. You are encouraged to discuss your interest in or intention to apply for posted positions with your immediate supervisor.

CLASSIFICATION OF EMPLOYEE POSITIONS

Employees of **Greater Baybrook Alliance** are categorized as follows:

Exempt--Salaried employees who are not eligible for overtime pay.

Nonexempt--Employees who are paid on an hourly or salaried basis and who are eligible for overtime pay for any hours worked over 40 hours per week. Your supervisor must preauthorize all overtime work.

Full-time regular/full-year--Employees who are hired to work 30 or more hours per week on a full-year basis

Part-time regular/full-year--Employees who are hired to work 24-30 hours per week on a full-year basis

Part-time regular/full-year for less than 24 hours per week--Employees who are hired to work less than 24 hours per week on a full-year basis

JOB DESCRIPTIONS

Job descriptions are fundamental to sound management and salary administration. Each job description includes the job title, the classification (exempt, nonexempt, full-time, part-time, etc.), a statement of the basic purpose of the job, a list of specific responsibilities, the essential functions of the job, a statement of minimal and desired qualifications, the physical requirements, and the job supervisor's title. A job description is available for each employee. Job responsibilities change from time to time, thus your job description may be reviewed and updated on occasion.

NEW-HIRE PROBATION

All new employees must complete a three-month probationary period. If you are rehired, promoted, demoted, or transferred, you must complete the same probationary period. The probationary period for

part-year employees is governed by their individual contracts. Your supervisor may extend the probationary period when necessary.

The probationary period permits you to become familiar with your position and to demonstrate the skills, abilities, and work habits required for continued employment. During this period, you and your immediate supervisor are encouraged to establish goals, discuss all performance standards, and assess your progress. Immediate supervisors are responsible for documenting any performance deficiencies and problems during the probationary period, notifying employees of any such matters, and outlining ways to correct those deficiencies. You may be terminated at any time during the initial probationary period if, in the judgment of your supervisors, long-term employment at **Greater Baybrook Alliance** would not be in your best interest or that of the organization. You will remain an employee-at-will (described in the beginning of this Handbook) regardless of your successful completion of the probationary period.

Probationary status will not affect your eligibility for benefits. During this period of time, you will not be eligible for health, dental, or life insurance, or the accrual of sick or vacation time.

PERFORMANCE APPRAISALS

Your supervisor will informally evaluate you on a periodic basis. In addition, your supervisor will normally review your job performance approximately three months after the beginning of employment, and generally on an annual basis thereafter.

An appraisal is designed to review your job performance in an objective and consistent manner, to give a clear picture of achievement in terms of performance standards, and to provide guidance in improving performance relative to the position description. You have the right to review the written performance appraisal, make written comments for inclusion in your permanent personnel file, and, upon request, receive a copy of the appraisal.

Greater Baybrook Alliance will take into consideration the results of your performance appraisal when making decisions on merit pay increases. A positive performance appraisal does not guarantee a raise. Other factors, such as the organization's financial performance, the economy, and projected grant or government cutbacks, can have an effect on the ability of the organization to provide financial rewards to our employees.

PROFESSIONAL DEVELOPMENT

Greater Baybrook Alliance is dedicated to professional development and continuous learning for all staff as part of our efforts to provide high quality mission-driven service.

Greater Baybrook Alliance encourages and supports all staff to pursue professional development activities to increase their skills, knowledge, and abilities for their current positions as well as their ongoing nonprofit career development. A variety of professional development activities can be supported by **Greater Baybrook Alliance**, including participation in conferences, seminars, webinars, symposia, and other related events and opportunities for research and reflection. All supervisors and staff members are encouraged to work together to identify training needs in advance through the annual staff evaluation and goal setting process.

With approval of the **Greater Baybrook Alliance** Executive Director, **Greater Baybrook Alliance** staff members may be reimbursed for costs associated with attending professional development opportunities such as conferences, seminars, webinars, and symposia. Please See the Expense Reports section of the **Greater Baybrook Alliance** Employee Handbook for more details). In general, reimbursement for out of town conferences will cover reasonable transportation, housing costs, and conference registration fees at the member rate and funding will be approved for the most reasonable transportation rates available. Since funds are limited, staff members are encouraged to apply for scholarships and reduced registration rates when possible. Approval for participation in professional development activities is dependent upon many factors, including, but not limited to resource availability, staff office coverage, the activity's relevance to an individual's goals and position descriptions, and **Greater Baybrook Alliance** current strategic plan.

EMPLOYMENT OF RELATIVES

An applicant who is closely related to an employee is not normally eligible for employment in a position that would result in one family member directly reporting to or reviewing the performance of another. Exceptions require the advance approval of the Senior Management Team. "Closely related" is generally interpreted to mean spouse, parents, children, siblings, grandparents, in-laws, relatives through marriage, or members of the same household. Employees in a supervisory relationship who become related while working at **Greater Baybrook Alliance** must end the supervisory relationship by resigning or transferring to an open position in another department unless approved by the Senior Management Team.

GRIEVANCE PROCEDURES

Whenever a number of people work together, personal problems or differences will occasionally arise. Normally, these concerns can be resolved informally within each department. The first step toward a solution of a problem is a frank and early discussion with your immediate supervisor. You and your supervisors may also call upon the Governance Committee for counsel and assistance.

In exceptional cases, a need may arise for a more formal approach to the problem. In such a case, you may file a written grievance with the Chair of Governance Committee, who will notify the Senior Management Team of the grievance. If the grievance involves the Chair of Governance Committee, you may file the grievance directly with a member of the Board Chair. You or your supervisor must also distribute copies of the written grievance to the party who caused the grievance and that party's supervisors. The Chair of the Governance Committee with the assistance of the Vice President will investigate the grievance. The Chair of Governance Committee will inform you of the resolution, both verbally and in writing as promptly as possible, unless exceptional circumstances delay the consideration or investigation of the grievance.

If the grievance involves a member of the Senior Management Team (including the Executive Director), the employee may file his or her written grievance directly with the President of the Board of Directors. The board of directors generally will not consider individual employment issues as appropriate matters for review, unless exceptional circumstances exist. The Board will determine the method it will use to resolve the grievance and will make every effort to do so in a timely manner.

CORRECTIVE ACTION

All **Greater Baybrook Alliance** employees are expected to meet established standards of attendance, performance, and conduct. Employees who demonstrate poor attendance, substandard work performance, or unacceptable conduct will be subject to review and corrective action.

Corrective action is exercised at the discretion of management, based on the specific situation and its severity. Corrective actions include verbal reminders, written reprimands, suspension, reassignment, demotion, termination, or other actions consistent with the circumstances. Suspensions from work in increments of a day or more may be imposed on employees for violations of workplace conduct or safety rules, including but not limited to those conduct and safety rules contained in this Handbook. Suspensions also may be imposed on employees pending an investigation of alleged misconduct.

Greater Baybrook Alliance reserves the right to decide, at its own discretion, the order of corrective action. Nothing in this policy obligates the organization to follow a pattern of progressive discipline, nor is it intended in any way to limit the organization's right to terminate an employee at any time, with or without cause, and with or without advance notice.

BENEFIT OPTIONS AT TERMINATION

An employee terminating employment with **Greater Baybrook Alliance**, voluntarily or not, is entitled to the following benefits:

- ❑ Conversion of medical and/or dental insurance to individual or family coverage through COBRA, if the employee qualifies for COBRA benefits; and
- ❑ Vested funds in the organization's 403(b) Retirement Plan.

RESIGNATION AND EXIT INTERVIEW

Employees who intend to resign should give at least two weeks written notice. **Greater Baybrook Alliance** reserves the right to terminate an employee's employment at the organization prior to the employee's intended resignation date.

Resigning employees must schedule an exit interview with the Director of Human Resources to ensure that all organizational property is returned and to provide an opportunity to discuss any questions or concerns related to employment with the organization. Employees who fail to return any organization property including keys, credit cards, cell phones, pagers, laptop computers and other equipment, will be deemed ineligible for rehire and may be subject to legal proceedings on behalf of **Greater Baybrook Alliance**.

You should confirm your forwarding address to ensure that benefits and tax information are received in a timely manner. **Greater Baybrook Alliance** will mail your final pay to this address by the next payday unless state law or other procedures dictate otherwise. Accrued but unused vacation will be paid out consistent with the organization's vacation policy and state law requirements.

All company property of the **Greater Baybrook Alliance** should be returned including, but not limited to: keys, swipe cards, computers, phones, and other technology equipment.

FINAL PAY

Employees who leave the service of **Greater Baybrook Alliance** for any reason shall receive all pay that may be due them on the next regular payday following their final day of work.

Unused PTO, floating holidays, and/or personal days will not be paid out upon termination or resignation.

7. COMPENSATION AND ACCOUNTING PROCEDURES

TIMESHEETS

Timesheets are processed every **two weeks**. You must turn in your timesheet on the **first Thursday** following the end of the pay period. In January, the Executive Director will provide you with an annual schedule indicating the pay period ending and pay dates for the entire year. You can normally expect to receive your paycheck on Fridays, unless that day falls on a holiday. If that day is a holiday, you will receive your paycheck on the last workday preceding the holiday.

You must record the appropriate program name and financial code on the timesheet. Your name must be written as it appears on your Social Security card-no nicknames. Exempt employees (employees who are not eligible for overtime compensation) should check the "exempt" box; nonexempt (employees eligible for overtime compensation) employees should check "nonexempt" and fill out hours worked both on the front (total hours) and on the back (daily record) of the timesheet.

- *Program/Grant.* If you have worked on a program or grant during the week, you must complete the program/grant section.
- *Leave.* Leave should be approved in advance, except in those cases where prior approval is not feasible (sick leave, for example). See the Leave Requests Policy in this handbook for leave request procedures.
- *Signature.* You and your supervisor must sign the timesheet. If you worked on a grant, the grant manager must also sign the timesheet after you and your supervisor have signed the timesheet.

Falsification of your time sheet may result in disciplinary action, up to and including termination. For more detailed instructions on how and when to fill out timesheets, please speak to your immediate supervisor.

SALARY BASIS POLICY FOR EXEMPT EMPLOYEES

The Fair Labor Standards Act (FLSA) is a federal law which requires that most employees in the United States be paid at least the federal minimum wage for all hours worked and overtime pay at time and one-half the regular rate of pay for all hours worked over 40 hours in a workweek.

However, Section 13(a)(1) of the FLSA provides an exemption from both minimum wage and overtime pay for employees employed as bona fide executive, administrative, professional, and outside sales employees. Section 13(a)(1) and Section 13(a)(17) also exempt certain computer employees. To qualify for exemption, employees generally must meet certain tests regarding their job duties and be paid on a salary basis at not less than \$455 per week. Job titles do not determine exempt status. In order for an exemption to apply, an employee's specific job duties and salary must meet all the requirements of the Department of Labor's regulations.

Salary Basis Requirement

To qualify for exemption, employees generally must be paid at not less than \$455 per week on a salary basis. These salary requirements do not apply to outside sales employees, teachers, and employees practicing law or medicine. Exempt computer employees may be paid at least \$455 on a salary basis or on an hourly basis at a rate not less than \$27.63 an hour. Being paid on a "salary basis" means an employee regularly receives a predetermined amount of compensation each pay period on a weekly, or less frequent, basis. The predetermined amount cannot be reduced because of variations in the quality or quantity of the employee's work. Subject to exceptions listed below, an exempt employee must receive the full salary for any workweek in which the employee performs any work, regardless of the number of days or hours worked. Exempt employees do not need to be paid for any workweek in which they perform no work. If the employer makes deductions from an employee's predetermined salary, i.e., because of the operating requirements of the business, that employee is not paid on a "salary basis." If the employee is ready, willing and able to work, deductions may not be made for time when work is not available.

Circumstances in Which the Employer May Make Deductions from Pay

Deductions from pay are permissible when an exempt employee: is absent from work for one or more full days for personal reasons other than sickness or disability; for absences of 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 of providing compensation for salary lost due to illness; to offset amounts employees receive as jury or witness 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 (see this Handbook for penalties for workplace conduct rule infractions). Also, an employer is not required to pay the full salary in the initial or terminal week of employment; for penalties imposed in good faith for infractions of safety rules of major significance, or for weeks in which an exempt employee takes unpaid leave under the Family Leave policy. In these circumstances, either partial day or full day deductions may be made.

Organizational Policy

It is our policy to comply with the salary basis requirements of the FLSA. Therefore, we prohibit anyone from making an improper deduction from the salaries of exempt employees. We want employees to be aware of this policy and that **Greater Baybrook Alliance** does not allow deductions that violate the FLSA.

What To Do If An Improper Deduction Occurs

If you believe that an improper deduction has been made to your salary, you should immediately report this information to your direct supervisor, or to the Executive Director. Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, you will be promptly reimbursed for any improper deduction made.

OVERTIME FOR NONEXEMPT EMPLOYEES

In accordance with the provisions of the Fair Labor Standards Act, nonexempt employees will be paid at one-and-one-half times their normal hourly rate for hours worked in excess of 40 hours in any week. Your supervisor must approve all overtime *prior* to working overtime. Failure to receive authorization before working overtime will result in disciplinary action, up to and including termination. Exempt employees are not entitled to overtime wages.

No member of management is authorized to require an overtime-eligible employee to work without recording the time and being paid, and no employee is permitted to volunteer or otherwise agree to do so. An employee who believes that he/she is being required to perform work "off the clock" should immediately report the matter to Human Resources or Executive Director so appropriate action may be taken. Individuals may not be retaliated against for making good faith reports of suspected violations of this policy.

PAYROLL

Greater Baybrook Alliance pays employees on a biweekly basis, subject to certain withholding taxes and other required deductions. Payday is **every other Friday** and covers the period ending the previous Saturday. You may elect to have your pay deposited directly into a bank account on each payday. If you choose direct deposit, you will receive a nonnegotiable direct deposit statement listing the gross and net pay, itemized deductions, year-to-date earnings, and leave balance. To take advantage of direct deposit, fill out the appropriate form, which is available from the Executive Director. You are strongly encouraged to take advantage of direct deposit.

EXPENSE ADVANCES

You must always use the Expense Advance Request form to request advance funds to conduct **Greater Baybrook Alliance** business. You must keep track of advances and rectify balances monthly, confirming any outstanding balance due to **Greater Baybrook Alliance**, as this is a debt to the organization.

All Expense Advance Requests must be completed with full details, providing the particulars of the trip, including its purpose. If more than one page is needed to explain the details of the estimated cost per day, each page must be numbered and page one must show the total of all the pages. You should request advances as close as possible to the anticipated expense. Allow six working days for processing an advance. You should use advances immediately, and return any unspent money in the form of a check to **Greater Baybrook Alliance**.

The Finance Department keeps track of each employee's outstanding expense balance and will periodically ask you to confirm that your total agrees with their records.

EXPENSE REPORTS

You must submit expense reports within 30 days after the expense is incurred. There are separate forms for in-town expenses and out-of-town travel. **Greater Baybrook Alliance** will not reimburse you for the annual membership fee for your credit card. Interest on finance charges will not be reimbursed. Allow 12 working days for processing expense reports. Forms that are not filled out correctly may take longer to process.

In-Town Expenses. Employees must date and list all expenses in chronological order. Employees should provide as much detail as possible when describing expenses, indicating who (names and titles), what, where, and why. Include the appropriate accounting code for all program-related expenses.

Each expense must be documented; receipts should be attached to an 8 1/2 x 11" sheet of paper and numbered in the order of occurrence. If a tear-off check stub is used as a receipt, the stub must reflect the date, name of the restaurant, and the amount. If no receipt is available, the employee should indicate "NR" on the expense report. If an employee uses a personal check, a copy of the canceled check will serve as proof of payment.

A receipt must accompany all amounts over \$5.00 or the expense will not be reimbursable.

All expenses should be charged to appropriate account numbers. Unallowable expenses need to be separated and charged to the account number assigned for this purpose.

Out-of-Town Travel. If expenses are charged to accounts other than Travel Expenses (example, to Conference Fees and Expenses), indicate it clearly in the box labeled "business purpose."

If expenses are allocated to more than one entity or cost center, indicate the method for splitting the costs in the box labeled "cost center(s)." All unallowable expenses must be coded separately to the account number assigned for this purpose. Provide as much detail as possible on all miscellaneous, entertainment, and unallowable expenses. Space is provided on the back of the report for such entries.

You should indicate on the expense report if you paid for airline tickets and car rental charges or whether the expense was charged to corporate cards. You must support your hotel expenses by a paid, itemized hotel receipt. Only the room charges and any taxes paid should be indicated under the "hotel" expense heading. All other expenses listed on the hotel bill must be allocated to the appropriate expense heading.

Attach meal receipts to the expense report, in the order of occurrence, and total meal charges for each day. Separate all charges for unallowable expenses (i.e., alcoholic beverages) and list these under "unallowable expenses." If the receipt is a tear-off check stub, the stub must reflect the name of the restaurant, amount paid, and date. Indicate "NR" for missing receipts.

Explain all business meeting expenses in detail on the back of the report. Separate unallowable expenses from business meeting expenses and charge them to the appropriate expense heading.

The mileage reimbursement rate will be keyed to the allowable IRS established mileage reimbursement rate and will be announced annually or as the IRS makes updates.

Explain miscellaneous expenses on the back of the expense report, specifying whom, what, where, and why.

Greater Baybrook Alliance will be charged immediately after a plane ticket is booked, even if travel does not occur until a later date. To help speed the process of paying our corporate air travel account, submit a copy of the plane ticket receipt to the Finance Department immediately after booking the flight. On this copy, indicate the account number to be charged and obtain the appropriate approval signature.

Greater Baybrook Alliance does not allow the use of corporate cards for personal charges. If you inadvertently use a corporate card for personal use, **Greater Baybrook Alliance** will charge the debt to your advance account; you must pay the debt immediately. Notify the Finance Department as soon as possible to ensure proper accountability.

CONFIDENTIAL REPORTING OF FINANCIAL IMPROPRIETY OR MISUSE OF ORGANIZATION'S RESOURCES

Any member of the staff, member of the Board of Directors, or volunteers affiliated with the organization with information about known or suspected financial improprieties or misuse of the organization's resources, or other ethical problems is encouraged to report their concerns to **Treasurer of the Board of Directors.**

8. CODE OF ETHICS

STANDARDS FOR EXCELLENCE:
An Ethics and Accountability Code for the Nonprofit Sector
Guiding Principles

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The Standards for Excellence Institute
Second Edition

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For more information, please contact the Standards for Excellence Institute, 1500 Union Avenue, Suite 2500, Baltimore, MD 21211 or 410.727.1726.

PREAMBLE

America's nonprofit sector serves the public interest and plays an essential role in our society and economy. Hard at work strengthening communities across the nation, nonprofits enrich our lives in a variety of ways by creating a broad array of benefits to society in fields such as charitable, religious, scientific, economic, health, cultural, civil rights, environment, and education.

Public investment and confidence drive the success of Greater Baybrook Alliances. Individuals, corporations, foundations, and federal, state, and local governments add value to the services that nonprofits provide by investing time, resources, and funds.

The Standards for Excellence Institute aims to raise the level of accountability, transparency, and effectiveness of all Greater Baybrook Alliances to foster excellence and inspire trust. The Standards for Excellence code (Standards, or code) provides a framework and step-by-step guidelines to achieve a well-managed and responsibly governed organization.

The code builds upon the legal foundations of nonprofit management, governance, and operations to embrace fundamental values such as honesty, integrity, fairness, respect, trust, compassion, responsibility, and transparency. The code consists of six Guiding Principles in 27 topic areas with specific performance benchmarks that characterize effective, ethical, and accountable organizations. The Institute helps the nonprofit sector operate in accordance with the Standards for Excellence code by providing educational resources, assistance, and a voluntary accreditation process.

The Standards for Excellence Institute encourages all Greater Baybrook Alliances to adopt the Guiding Principles of the Standards for Excellence code. By implementing the performance benchmarks in the code, Greater Baybrook Alliances will meet the highest ethical standards for effective service in the public interest.

I. MISSION, STRATEGY AND EVALUATION

Nonprofits are founded for the public good and operate to accomplish a stated purpose through specific program activities. A nonprofit should have a well-defined mission, and its programs should effectively and efficiently work toward achieving that mission. Nonprofits have an obligation to ensure program effectiveness and to devote the resources of the organization to achieving its stated purpose.

II. LEADERSHIP: BOARD, STAFF, AND VOLUNTEERS

Nonprofits depend upon effective leadership to successfully enact their missions and programs. Effective leadership consists of a partnership between the board and management, each of which plays an essential role. Understanding and negotiating these shared and complex elements of leadership is essential to the organization's success. A nonprofit's employees and volunteers are fundamental to its ability to achieve its mission.

Board members are in a position of trust to ensure that resources are used to carry out the mission of the organization. An organization's board leadership should consist of volunteers who are committed to the mission and who demonstrate an understanding of the community served. An effective nonprofit board should determine the mission of the organization, establish management policies and procedures, assure that adequate human and financial resources are available, and actively monitor the organization's allocation of resources to effectively and efficiently fulfill its mission.

Nonprofits should also have executive leadership which carries out the day-to-day operations of the organization, ensures financial and organizational sustainability, and provides adequate information to the board of directors. An organization's human resource policies should address both paid employees and volunteers and should be fair, establish clear expectations, and provide meaningful and effective performance evaluation.

III. LEGAL COMPLIANCE AND ETHICS

Nonprofits enjoy the public's trust, and therefore must comply with a diverse array of legal and regulatory requirements. Organizations should conduct periodic reviews to address regulatory and fiduciary concerns. One of leadership's fundamental responsibilities is to ensure that the organization governs and operates in an ethical and legal manner. Fostering exemplary conduct is one of the most effective means of developing internal and external trust as well as preventing misconduct. Moreover, to honor the trust that the public has given them, nonprofits have an obligation to go beyond legal requirements and embrace the highest ethical practices. Nonprofit board, staff, and volunteers must act in the best interest of the organization, rather than in furtherance of personal interests or the interests of third parties. A nonprofit should have policies in place, and should routinely and systematically implement those policies, to prevent actual, potential, or perceived conflicts of interest. In this way, ethics and compliance reinforce each other.

IV. FINANCE AND OPERATIONS

Nonprofits should have sound financial and operational systems in place and should ensure that accurate records are kept. The organization's financial and non-financial resources must be used in furtherance of tax-exempt purposes. Organizations should conduct periodic reviews to address accuracy and transparency of financial and operational reporting, and safeguards to protect

the integrity of the reporting systems.

V. RESOURCE DEVELOPMENT

The responsibility for resource development is shared by the board and staff. Greater Baybrook Alliances depend on an array of sources of financial support. An organization's resource development program should be maintained on a foundation of truthfulness and responsible stewardship. Its resource development policies should be consistent with its mission, compatible with its organizational capacity, and respectful of the interests of donors, prospective donors, and others providing resources to the organization.

VI. PUBLIC AWARENESS, ENGAGEMENT, AND ADVOCACY

Nonprofits should represent the interests of the people they serve through public education and public policy advocacy, as well as by encouraging board members, staff, volunteers, and stakeholders to participate in the public affairs of the community. When appropriate to advance the organization's mission, nonprofits should engage in promoting public participation in community affairs and elections. As such, they should communicate in an effective manner to educate, inform, and engage the public.

**FORMS
and
ADDITIONAL
INFORMATION**

EMPLOYEE'S RECEIPT OF HANDBOOK

I have received a copy of **Greater Baybrook Alliance's** Employee Handbook on this _____ day of _____ (month), 20___. I agree that it is my responsibility to read and understand the policies contained in it, and that I may, at any time during my employment at **Greater Baybrook Alliance**, ask questions about this Handbook of my supervisor or another representative of **Greater Baybrook Alliance**. I understand that these policies govern my employment with **Greater Baybrook Alliance** and I agree to abide by these policies.

I also understand that my employment is not for a definite period of time, and that nothing in this Handbook creates or implies an express or implied contract for employment or in any way guarantees any benefits described herein. I agree that Greater Baybrook Alliance or I can terminate my employment at-will at any time, with or without cause or notice. Two weeks notice in cases of resignation is requested.

I further understand that **Greater Baybrook Alliance** may at any time, with or without notice, unilaterally amend, modify, reduce, or discontinue any and all of the rules, policies, wages and benefits referred to in this Handbook. I also understand that this Handbook contains summaries of the benefits offered by **Greater Baybrook Alliance**, and an overview of the workplace policies and practices.

I understand that no representative of **Greater Baybrook Alliance**, other than the President (or the Executive Director) has the authority to enter into an agreement with me for employment for any specified period of time or to make any agreement with me contrary to the foregoing either of which must be in writing.

Please Print Your Name:

Employee Signature

Date

Witness Signature

Date

NOTE: THE WITNESS CAN BE A MEMBER OF THE HUMAN RESOURCES DEPARTMENT OR THE PERSON WHO DISTRIBUTES THE EMPLOYEE HANDBOOK.



EMPLOYEE’S RECEIPT OF HANDBOOK

I have received a copy of **Greater Baybrook Alliance’s** Employee Handbook and I understand that it supersedes any prior Handbook, policy manual, work rules, wages, benefits and practices of **Greater Baybrook Alliance**. I also understand that nothing in this Handbook in any way creates or implies an express or implied contract for employment or guarantees any benefits described herein.

Please Print Name:

Employee Signature

Date

Witness Signature

Date

Greater Baybrook Alliances
Model Conflict of Interest Policy Annual Affirmation of Compliance
and Disclosure Statement

I have received and carefully read the Conflict of Interest Policy for board members, staff, and volunteers of **Greater Baybrook Alliance** and have considered not only the literal expression of the policy, but also its intent. By signing this affirmation of compliance, I hereby affirm that I understand and agree to comply with the Conflict of Interest Policy. I further understand that **Greater Baybrook Alliance** is a charitable organization and that in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

Except as otherwise indicated in the Disclosure Statement and any attachments, I hereby state that I do not, to the best of my knowledge, have any conflict of interest that may be seen as competing with the interests of **Greater Baybrook Alliance**, nor does any relative or business associate of mine have such an actual or potential conflict of interest.

If any situation should arise in the future which I think may involve me in a conflict of interest, I will promptly and fully disclose the circumstances to the President of **Greater Baybrook Alliance, Inc.** or to the Chief Executive Officer, as applicable.

I further certify that the information set forth in the Disclosure Statement and any attachments is true and correct to the best of my knowledge, information, and belief.

Name (Please print)

Signature

Date

Disclosure Statement

Please complete the questionnaire below indicating any actual or potential conflicts of interest. In answering these questions, please refer to any current relationship or transaction, or any which have taken place in the last twelve months. If you answer “yes” to any of the questions, please provide a written description of the details of the specific action or transaction in the space allowed. Attach additional sheets as needed.

Financial Interests - A conflict may exist where an interested party, or a relative or business associate of an interested party, directly or indirectly benefits or profits as a result of a decision made or transaction entered into by the organization.

Has the organization contracted to purchase or lease goods, services, or property from you or from any of your relatives or business associates?

If yes, please describe:

Has the organization purchased an ownership interest in or invested in a business entity owned by you or owned by any of your relatives or business associates?

If yes, please describe:

Has the organization offered employment to you or to any of your relatives or business associates other than a person who was already employed by the organization?

If yes, please describe:

Have you or have any of your relatives or business associates been provided with a gift, gratuity, or favor of a substantial nature from a person or entity which does business or seeks to do business, with the organization?

If yes, please describe:

Have you or any of your relatives or business associates been gratuitously provided use of the facilities, property, or services of the organization?

If yes, please describe:

[add additional examples, if any]

Other Interests - A conflict may also exist where an interested party or a relative or business associate of an interested party obtains a non-financial benefit or advantage that s/he would not have obtained absent his/her relationship with the organization, or where his/her duty or responsibility owed to the organization conflicts with a duty or responsibility owed to some other organization.

Did you obtain preferential treatment by the organization for yourself or for any of your relatives or business associates?

If yes, please describe:

Did you make use of confidential information obtained from the organization for your own benefit or for the benefit of a relative, business associate, or other organization?

If yes, please describe:

Did you take advantage of an opportunity, or enable a relative, business associate or other organization to take advantage of an opportunity, which you had reason to believe would be of interest to the organization?

If yes, please describe:

CONFIDENTIALITY AGREEMENT

This Agreement is made this _____ day of _____, 20__ by and between the Greater Baybrook Alliance, hereinafter called " _____ ", and _____.

In consideration of the employment or continuance of employment (as the case may be) of _____ by **Greater Baybrook Alliance**, it is hereby agreed as follows:

1. **CONFIDENTIAL INFORMATION:** During my period of employment, **Greater Baybrook Alliance** may disclose or cause to be disclosed to me, confidential information, which can include: certain business information such as financial and marketing data, budget information, bid proposals, contract negotiations, and research and development ideas; personnel actions regarding other employees to which I have access as a result of my job duties, such as promotions, demotions, terminations, personnel controversies, compensation, payroll data, performance appraisals, and personal information of an embarrassing nature or that an employee specifically requested be kept confidential; information about program recipients or clients of a personal nature; and, certain legal advice, opinions, and documents. I recognize such information to be the property of **Greater Baybrook Alliance** and I agree to hold such information in trust and solely for the **Greater Baybrook Alliance's** benefit and not to disclose such information to those inside or outside the **Greater Baybrook Alliance**, either during or after employment, without the written consent of an officer of the **Greater Baybrook Alliance**.

I acknowledge that **Greater Baybrook Alliance** does not seek to regulate or infringe upon the right of non-management employees to communicate among themselves or with interested parties about their terms and conditions of employment. Nothing in this Agreement should be read as in any way limiting such employee rights.

2. **SUBSEQUENT EMPLOYMENT AND TERMINATION OF EMPLOYMENT:** This agreement shall continue in any subsequent employment of mine by **Greater Baybrook Alliance**, and extend to **Greater Baybrook Alliance's** successors or assigns.

Upon leaving **Greater Baybrook Alliance's** employ, I agree not to take with me, without first obtaining the written consent of an officer of **Greater Baybrook Alliance**, any document or tangible evidence of confidential information or data belonging to or under the control of **Greater Baybrook Alliance**, whether electronic, recorded or hard copy, whether an original or a reproduction.

3. **FORMER OBLIGATIONS:** I will strictly adhere to any obligations, which I may have with former employers insofar as the use or disclosure of confidential information is concerned.

4. **CONSEQUENCES OF BREACH:** I understand that any breach of this agreement is grounds for corrective action, up to and including immediate dismissal.

By **Greater Baybrook Alliance**:

Employee Signature

Supervisor's Signature

Date

Date

AUTHORIZATION FOR MEDICAL RELEASE

1. I _____, authorize the disclosure of my protected health information¹ as described herein. This disclosure may be made in writing or verbally. I understand that this authorization is voluntary and made to confirm my direction. I understand that, if the person(s) or organization(s) that I authorize to receive my protected health information are not subject to federal and state health information privacy laws,² subsequent disclosure by such person(s) or organization(s) may not be protected by those laws.

2. I authorize the following person(s) and/or organization(s) **to disclose** my protected health information (as specified below):

Name(s)

Organization(s)

3. I authorize the disclosure of information about my medical condition that pertains to any request for accommodation that I have made of my employer, including a request for leave from my job.

4. I authorize **disclosure to and use of** my protected health information by the following individual(s) and/or organization(s):

Name(s)

Organization(s)

The specific purpose of each use or disclosure (or write “at the request of the individual” in this space):

To provide information that my employer may need from my physician to evaluate any accommodation that I may request as a result of my inability to perform one or more of the essential functions of my job.

5. I understand that I have a right to revoke this authorization at any time. I understand that if I revoke this authorization, I must do so in writing and present my written revocation to:

¹Protected health information (“PHI”) is health information that is created or received by a health care provider, health plan, or health care clearinghouse which relates to: (1) the past, present, or future physical or mental health of an individual; (2) the provision of health care to an individual; or (3) the past, present, or future payment for the provision of health care to an individual. To be protected, the information must be such that it identifies the individual or provides a reasonable basis to believe that the information can identify the individual. 45 C.F.R. 164.508.

²These laws apply to health plans, health care providers, and health care clearinghouses.

6. I understand that the revocation will not apply to information that has already been released in response to this authorization. Unless otherwise revoked, this authorization will expire on the following date, event, or condition:

(If no expiration date, event, or condition is specified, this authorization will expire in six months.)

7. I understand that authorizing the disclosure of this health information is voluntary. I can refuse to sign this authorization. I understand that I may inspect or copy the information to be used or disclosed. I understand that any disclosure of information carries with it the potential for an unauthorized redisclosure and the information may not be protected by federal confidentiality rules. If I have questions about disclosure of my health information, I can contact my counsel:

I have had the opportunity to read and consider the contents of this authorization. I confirm that the contents are consistent with my direction.

Signed

Date

Name:

Address: _____

Telephone:

Relationship or Authority of Personal Representative (if applicable)

FMLA LEAVE REQUEST

Employee's Name: _____ Department: _____

Job Title: _____ Shift: _____

- I have not taken a leave of absence in the past twelve months.

OR

- I have taken a leave of absence in the past twelve months.

Date FMLA leave is to begin: _____ Anticipated Duration: _____

The requested leave will be on an intermittent or reduced work schedule basis. Yes No

I understand that I will need to talk with my supervisor to work out a mutually acceptable schedule for intermittent or reduced work schedule, subject to the approval of my healthcare provider.

I request a leave of absence for the following reason:

- Because of my own serious health condition that began on: _____
- To care for my child who was born or is due on: _____
- Because I am adopting a child who will be placed with me on: _____
- Because a child is being placed with me for foster care beginning on: _____
- To care for my spouse, child, or parent who has a serious health condition that began on: _____
- To care for a "covered service member" undergoing medical treatment, recuperation or therapy, or is otherwise in outpatient status or on the military's temporary disability verified list for a serious injury or illness.
- To address a "qualifying exigency" because of a spouse, son, daughter, or parent who is on active duty or called to active duty status in the National Guard or Reserves in connection with deployment to a foreign country or in support of a contingency operation.

If FMLA leave is request for care of a family member, please provide the following information:

Name of family member: _____

Relationship of family member to you: _____

My address and telephone number during leave will be: _____

I certify that I understand, agree to, and meet the requirements and conditions set forth in **Greater Baybrook Alliance's** Family and Medical Leave Act Policy and that the information contained on this form is true and correct to the best of my knowledge. I authorize **Greater Baybrook Alliance** to obtain any necessary information regarding my request for Family and Medical Leave.

Employee Signature

Date

EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION POLICY

It is the policy of **Greater Baybrook Alliance** not to discriminate against any employee or applicant for employment because of race, sex, color, age, religion, national origin, sexual orientation, gender identity, status as an individual with a disability or a protected veteran, (i.e., disabled veteran, Armed Forces service medal veteran, recently separated veteran, or other veteran who served during a war, or in a campaign or expedition for which a campaign badge has been authorized), or any other personal characteristic protected by law. It is also the policy of the **Greater Baybrook Alliance** to take affirmative action to employ and to advance in employment, all persons regardless of legally protected personal characteristics, and to base all employment decisions only on valid job requirements. This policy shall apply to all employment actions, including but not limited to recruitment, hiring, upgrading, promotion, transfer, demotion, layoff, recall, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship, at all levels of employment.

Employees and applicants shall not be subjected to harassment, intimidation, threats, coercion or discrimination because they have engaged in or may engage in any of the following activities: filing a complaint; assisting or participating in an investigation, compliance evaluation, hearing or any other activity related to the administration of the affirmative action provisions of Executive Order 11246, the Rehabilitation Act, the Vietnam Era Veterans' Readjustment Assistance Act (VEVRAA) or any other Federal, state or local law requiring equal opportunity for women, minorities, disabled individuals, or protected veterans; opposing any act or practice made unlawful by Executive 11246, the Rehabilitation Act, VEVRAA or their implementing regulations, or any other Federal, state or local law requiring equal opportunity for women, minorities, disabled individuals, or protected veterans; or exercising any other right protected by Executive Order 11246, the Rehabilitation Act, VEVRAA, or their implementing regulations.

We will not discharge or in any other manner discriminate against employees or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees 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 the employer, or (c) consistent with the contractor's legal duty to furnish information.

As President of the **Greater Baybrook Alliance**, I am committed to the principles of Affirmative Action and Equal Employment Opportunity. In order to ensure dissemination and implementation of equal employment opportunity and affirmative action throughout all levels of the **Greater Baybrook Alliance**, I have selected _____ as the Equal Employment Opportunity (EEO) Manager for the **Greater Baybrook Alliance**. Anyone desiring additional information relating to Affirmative Action and Equal Opportunity should contact the EEO Manager.

President

Date