



**ROCKVILLE DAY CARE
ASSOCIATION, INC.**

EMPLOYEE HANDBOOK

Welcome to Rockville Day Care Association (RDCA)!

Starting a new job is exciting, but at times can be overwhelming. This Employee Handbook has been developed to help you become acquainted with our association and answer many of your initial questions.

As an employee of Rockville Day Care Association (RDCA), you are very important. Your contribution cannot be overstated. Our goal is to provide the finest-quality services to our family(ies) and to do so more efficiently and economically than our competitors. By satisfying our family(ies)'s needs, we ensure they will continue to do business with us and will recommend us to others.

You are an important part of this process because your work directly influences our association's reputation.

We are glad you have joined us, and we hope you will find your work to be both challenging and rewarding.

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The Way We Work

A Word About This Handbook

This Employee Handbook contains information about the employment policies and practices of the association. We expect each employee to read this Employee Handbook carefully, as it is a valuable reference for understanding your job and the association. The policies outlined in this Employee Handbook should be regarded as management guidelines only, which in a developing business will require changes from time to time. The association retains the right to make decisions involving employment as needed in order to conduct its work in a manner that is beneficial to the employees and the association. This Employee Handbook supersedes and replaces any and all prior Employee Handbooks and any inconsistent verbal or written policy statements.

The association complies with federal and state law and this handbook generally reflects those laws. The association also complies with any applicable local laws, even though there may not be an express written policy contained in the handbook.

Except for the policy of at-will employment, the association reserves the right to revise, delete and add to the provisions of this Employee Handbook at any time without further notice. All such revisions, deletions or additions to the Employee Handbook must be in writing and must be signed by the executive director of the association. No oral statements or representations can change the provisions of this Employee Handbook.

The provisions of this Employee Handbook are not intended to create contractual obligations with respect to any matters it covers. Nor is this Employee Handbook intended to create a contract guaranteeing that you will be employed for any specific time period. Any agreement to employment for a specified period of time

will be put into writing and signed by the executive director of the association.

Nothing in this Employee Handbook is intended to unlawfully restrict an employee's right to engage in any of the rights guaranteed them by Section 7 of the National Labor Relations Act, including but not limited to, the right to engage in concerted protected activity for the purposes of their mutual aid and/or protection. Nothing in this Employee Handbook will be interpreted, applied or enforced to interfere with, restrain or coerce employees in the exercise of Section 7 rights.

OUR ASSOCIATION IS AN AT-WILL EMPLOYER. THIS MEANS THAT REGARDLESS OF ANY PROVISION IN THIS EMPLOYEE HANDBOOK, EITHER YOU OR THE ASSOCIATION MAY TERMINATE THE EMPLOYMENT RELATIONSHIP AT ANY TIME, FOR ANY REASON, WITH OR WITHOUT CAUSE OR NOTICE. NOTHING IN THIS EMPLOYEE HANDBOOK OR IN ANY DOCUMENT OR STATEMENT, WRITTEN OR ORAL, SHALL LIMIT THE RIGHT TO TERMINATE EMPLOYMENT AT-WILL. NO OFFICER, EMPLOYEE OR REPRESENTATIVE OF THE ASSOCIATION IS AUTHORIZED TO ENTER INTO AN AGREEMENT—EXPRESS OR IMPLIED—WITH ANY EMPLOYEE FOR EMPLOYMENT FOR A SPECIFIED PERIOD OF TIME UNLESS SUCH AN AGREEMENT IS IN A WRITTEN CONTRACT SIGNED BY THE EXECUTIVE DIRECTOR OF THE ASSOCIATION.

This Employee Handbook refers to current benefit plans maintained by the association. Refer to the actual plan documents and summary plan descriptions if you have specific questions regarding the benefit plan. Those documents are controlling.

Likewise, if a written contract is inconsistent with the Employee Handbook, the written contract is controlling.

Equal Employment Opportunity

Our association is committed to equal employment opportunity. We will not discriminate against employees or applicants for employment on any legally-recognized basis [“protected class”] including, but not limited to: race; color; religion; genetic information; national origin; sex; pregnancy, childbirth, or related medical conditions; age; disability; citizenship status; uniform servicemember status; or any other protected class under federal, state, or local law.

In Maryland, the following also are a protected class: race; color; religion; age; sex; sexual orientation; gender identity; national origin; marital status; pregnancy; childbirth; disability; genetic information; credit history; and those employed with the association for 90 days who are members of the civil air patrol.

You may discuss equal employment opportunity related questions with the executive director or any other designated member of management.

Pregnancy Accommodation

The association will provide reasonable accommodations to female employees related to pregnancy, childbirth, or related medical conditions, to

the extent the accommodation can be made without imposing an undue hardship on the business.

When an employee requests a reasonable accommodation, the association will explore with the employee the possible means of providing the reasonable accommodation, which may include, but are not limited to:

- allowing more frequent breaks or periodic rest;
- assisting with manual labor;
- modifying job duties;
- modifying work hours/schedules;
- temporary transfer to a less strenuous or less hazardous position; or
- providing a leave of absence.

The association may require the employee to provide a certification in connection with a request for reasonable accommodation that includes the following:

- the date the reasonable accommodation became medically advisable;
- the probable duration of the reasonable accommodation; and
- an explanatory statement as to the medical advisability of the reasonable accommodation.

If leave is provided as a reasonable accommodation, such leave may run concurrently with the federal Family and Medical Leave Act and/or any other leave where permitted by state and federal law.

For more information, or if you require an accommodation, please contact the human resources manager.

Americans with Disabilities Act

Our association is committed to providing equal employment opportunities to qualified individuals with disabilities. This may include providing reasonable accommodation where appropriate in order for an otherwise qualified individual to perform the essential functions of the job. It is your responsibility to notify the human resources manager of the need for accommodation. Upon doing so, the human resources manager may ask you for your input or the type of accommodation you believe may be necessary or the functional limitations caused by your disability. Also, when appropriate, we may need your permission to obtain additional information from your physician or other medical or rehabilitation professionals. The association will not seek genetic information in connection with requests for accommodation. All medical information received by the association in connection with a request for accommodation will be treated as confidential.

A Word About our Employee Relations Philosophy

We are committed to providing the best possible climate for maximum development and goal achievement for all employees. Our practice is to treat each employee as an individual. We seek to develop a spirit of teamwork; individuals working together to attain a common goal.

In order to maintain an atmosphere where these goals can be accomplished, we provide a comfortable and progressive workplace. Most importantly, we have a workplace where communication is open and problems can be discussed and resolved in a mutually respectful atmosphere. We take into account individual circumstances and the individual employee.

We firmly believe that with direct communication, we can continue to resolve any difficulties that may arise and develop a mutually beneficial relationship.

No Harassment

We prohibit harassment of one employee by another employee, supervisor or third party for any reason based upon an individual's race; color; religion; genetic information; national origin; sex (including same sex); pregnancy, childbirth, or related medical conditions; age; disability; or any other category protected under federal, state, or local law ("protected class").

In Maryland, the following also are a protected class: race; color; religion; age; sex; sexual orientation; gender identity; national origin; marital status; pregnancy; childbirth; disability; genetic information; credit history;

and those employed with the association for 90 days who are members of the civil air patrol.

Violation of this policy will result in disciplinary action, up to and including immediate discharge.

If you have any questions about what constitutes harassing behavior or what conduct is prohibited by this policy, please discuss the questions with a member of management or one of the contacts listed in this policy. At a minimum, the term “harassment” as used in this policy includes any of the following activities pertaining to an individual’s protected class:

- Offensive remarks, comments, jokes, slurs, threats, or verbal conduct.
- Offensive pictures, drawings, photographs, figurines, writings, or other graphic images, conduct, or communications, including text messages, instant messages, websites, voicemails, social media postings, e-mails, faxes, and copies.
- Offensive sexual remarks, sexual advances, or requests for sexual favors regardless of the gender of the individuals involved; and
- Offensive physical conduct, including touching and gestures, regardless of the gender of the individuals involved.

We also absolutely prohibit retaliation, which includes: threatening an individual or taking any adverse action against an individual for (1) reporting a possible violation of this policy, or (2) participating in an investigation conducted under this policy.

All members of management are covered by this policy and are prohibited from engaging in any form of harassing, discriminatory, or retaliatory conduct. No member of management has the authority to suggest to any applicant or employee that employment or advancement will be affected by the individual entering into (or refusing to enter into) a personal relationship with any member of management, or for tolerating (or refusing to tolerate) conduct or communication that might violate this policy. Such conduct is a direct violation of this policy.

Even non-employees are covered by this policy. We prohibit harassment, discrimination, or retaliation of our employees in connection with their work by non-employees. Immediately report any harassing or discriminating behavior by non-employees, including vendors, family(ies), and employees of contractors or subcontractors. Any employee who experiences or observes harassment, discrimination, or retaliation should report it using the steps listed below.

If you have any concern that our No Harassment policy may have been violated by anyone, you must immediately report the matter. Due to the very serious nature of harassment, discrimination and retaliation, you must report your concerns to (one of) the individual(s) listed below:

1. Maureen Bartkow, Human Resources Manager at (301) 762-7420 or 622 Hungerford Drive, Rockville, MD.
2. Laura Bardini, Executive Director at (301) 762-7420 or 622 Hungerford Drive, Rockville, MD.

If an employee makes a report to any person listed above and that person either does not respond or does not respond in a manner the employee deems

satisfactory or consistent with this policy, the employee is required to report the situation to one of the other persons on the list above to receive complaints.

You should report any actions that you believe may violate our policy no matter how slight the actions may seem.

We will investigate the report and then take prompt, appropriate remedial action. The association will protect the confidentiality of employees reporting suspected violations to the extent possible consistent with our investigation.

You will not be penalized or retaliated against for reporting improper conduct, harassment, discrimination, retaliation, or other actions that you believe may violate this policy.

We are serious about enforcing our policy against harassment. Persons who violate this or any other association policy are subject to discipline, up to and including discharge. We cannot resolve a potential policy violation unless we know about it. You are responsible for reporting possible policy violations to us so that we can take appropriate actions to address your concerns.

Categories of Employment

INTRODUCTORY PERIOD: Full-time and part-time employees are on an introductory period during their first 90 days of employment.

During this time, you will be able to determine if your new job is suitable for you and your immediate

supervisor will have an opportunity to evaluate your work performance. However, the completion of the introductory period does not guarantee employment for any period of time since you are an at-will employee both during and after your introductory period.

For purposes of this handbook, FULL-TIME EMPLOYEES regularly work at least a 30-hour workweek. For other purposes, such as eligibility for health care benefits, the definition of FULL-TIME EMPLOYEES may be different.

PART-TIME EMPLOYEES work less than 30 hours each week.

SEASONAL EMPLOYEES perform a job for a specified time, normally less than one year.

PER DIEM EMPLOYEES do not work regularly scheduled hours, but are called in to work on an as-needed basis.

In addition to the preceding categories, employees are also categorized as "exempt" or "non-exempt."

NON-EXEMPT EMPLOYEES are entitled to overtime pay as required by applicable federal and state law.

EXEMPT EMPLOYEES are not entitled to overtime pay and may also be exempt from minimum wage requirements pursuant to applicable federal and state laws.

Upon hire, the human resources manager will notify you of your employment classification.

Immigration Reform and Control Act

In compliance with the federal Immigration Reform and Control Act of 1986 (IRCA), as amended, and any state law requirements, if applicable, our association is committed to employing only individuals who are authorized to work in the United States.

Each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility.

If an employee is authorized to work in this country for a limited time period, the individual will be required to submit proof of renewed employment eligibility prior to expiration of that period to remain employed by the association.

New Employee Orientation

Upon joining our association, you were given this copy of our Employee Handbook. After reading this Employee Handbook please sign the receipt page and return it to your center director. You will be asked to complete personnel, payroll and if applicable, benefit forms.

If you lose your copy of the Employee Handbook, or if it becomes damaged in any way, please notify your center director as soon as possible to obtain a replacement copy.

The operations of your department are the responsibility of your center director. (S)he is a good source of information about the association and your job. You will

receive a center specific orientation as required by State licensing. You will also receive a company Procedures Manual detailing specific functions and policies.

Talk to Us

We encourage you to bring your questions, suggestions and complaints to our attention. We will carefully consider each of these in our continuing effort to improve operations.

If you feel you have a problem, present the situation to your immediate supervisor so that the problem can be settled by examination and discussion of the facts. We hope that your immediate supervisor will be able to satisfactorily resolve most matters.

If you still have questions after meeting with your immediate supervisor or if you would like further clarification on the matter, request a meeting with your center director, program director, or executive director. (S)he will review the issues and meet with you to discuss possible solutions.

Finally, if you still believe that your problem has not been fairly or fully addressed, request a meeting with the board of directors.

Your suggestions and comments on any subject are important, and we encourage you to take every opportunity to discuss them with us. Your job will not be adversely affected in any way because you choose to use this procedure.

Your Pay and Progress

Recording Your Time

All employees must record their hours on time sheets. Give them to your center director by Monday morning of the week of payroll.

Non-exempt employees must accurately record all of their time as required in order to be sure that they are paid for all hours worked. You are expected to follow the established procedures in keeping an accurate record of your hours worked. Time must be recorded as follows:

- Immediately before starting your shift.
- Immediately after finishing work, before your break period.
- Immediately before resuming work, after your break period.
- Immediately after finishing work.
- Immediately before and after any other time away from work.

Exempt employees may be required to accurately record their time worked in accordance with federal and state wage and hour law.

All employees subject to this policy are required to accurately record all time worked.

The workweek starts on Monday and ends on Sunday.

Paycheck Deductions

The association is required by law to make certain mandatory deductions from your paycheck each pay period. Mandatory deductions typically include federal

and state taxes and Social Security (FICA) taxes. Depending on the state in which you are employed and the benefits you choose, there may be additional deductions. All deductions and the amount of the deductions are listed on your pay stub. These deductions are totaled each year for you on your Form W-2, Wage and Tax Statement.

The association will not make deductions to an employee's pay which are prohibited by state or federal law or regulation, including those established by the United States Department of Labor.

If questions or concerns about any pay deductions arise, discuss and resolve them with your human resources manager.

You will be reimbursed in full for any isolated, inadvertent, or improper deductions, as defined by law. If an error is found, you will receive an immediate adjustment which will be paid no later than your next regular payday.

Garnishment/Child Support

When an employee's wages are garnished by a court order, our association is legally bound to withhold the amount indicated in the garnishment order from the employee's paycheck. Our association will, however, honor applicable federal and state guidelines that protect a certain amount of an employee's income from being subject to garnishment.

Direct Deposit

You have the option of receiving your pay in a payroll check or having your pay deposited into your bank account through our direct deposit program.

Where permitted by state law, the association may require you to use direct deposit.

Performance Reviews

Your performance is important to our association. Once each year, on or about your anniversary date, your immediate supervisor will review your job progress within our association and help you set new job performance plans.

New employees will generally be reviewed at the end of their introductory period.

Our performance review program provides the basis for better understanding between you and your immediate supervisor, with respect to your job performance, potential and development within the association.

Job Descriptions

The association maintains a job description for each position in the association. The job description outlines the essential duties and responsibilities of the position. When the duties and/or responsibilities of a position change, the job description is revised to reflect those changes. If you have any questions or wish to obtain a copy of your position's job description, please see your center director or the human resources manager.

Promotions and Transfers

We believe that career advancement is rewarding for both the employee and the association. We will promote qualified employees to new or vacated positions whenever possible. In addition, you can discuss transfer opportunities with your center director.

Job openings may be announced verbally or in writing. If you are interested in applying for one of these positions, notify your center director and speak to the person indicated on the notice.

Overtime

There may be times when you will need to work overtime so that we may meet the needs of our program. Although you will be given advance notice when feasible, this is not always possible. If you are a non-exempt employee, you must have all overtime approved in advance by your center director, program director, or executive director.

Non-exempt employees will be paid at a rate of time and one-half their regular rate of pay for hours worked in excess of 40 hours in a workweek, unless state law provides a greater benefit in which case, we will comply with the state law.

Only actual hours worked count toward computing weekly overtime.

If you have any questions concerning overtime pay, check with the human resources manager.

On Call

It may be necessary for individuals in certain positions to be available by telephone after hours during the week or on the weekend. Employees who are required to be on call will be compensated in accordance with applicable state and federal wage and hour laws.

Time Away From Work and Other Benefits

Employee Benefits

Our association has developed a comprehensive set of employee benefit programs to supplement our employees' regular wages. Our benefits represent a hidden value of additional income to our employees.

This Employee Handbook describes the current benefit plans maintained by the association. Refer to the actual plan documents and summary plan descriptions if you have specific questions regarding the benefit plan. Those documents are controlling.

The association reserves the right to modify and/or terminate its benefits at any time. We will keep you informed of any changes.

Holidays

Our association normally observes the following holidays during the year:

- New Year's Day
- Martin Luther King Jr Day
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day

If one of the above holidays falls on Saturday, it normally is observed on the preceding Friday. If a holiday falls on Sunday, it normally is observed on the following Monday.

Full-time and part-time employees are eligible for paid holidays immediately upon hire.

Exempt employees will receive holiday pay in compliance with state and federal wage and hour laws.

Part-time employees are eligible for holiday pay in proportion to the number of hours they normally are scheduled to work.

Non-exempt employees must work their scheduled workday before and after the holiday in order to be paid for the holiday, unless you are absent with prior permission from your center director or supervisor.

Floating Holiday

In addition to the above holidays, after one full year of employment, you receive one floating holiday that must be taken on or about your birthday with management approval.

Vacation

Full-time and part-time employees are eligible for paid vacation time. Paid vacation may begin to be used after the 90 day introductory period.

Vacation is calculated according to your anniversary date as follows:

Immediately upon hire, you will begin to earn 3.08 hours of vacation each pay period, up to a maximum of ten days of vacation.

After one year of employment, you earn 3.69 hours of vacation each pay period, up to a maximum of twelve days of vacation.

After two years of employment, you earn four hours of vacation each pay period, up to a maximum of thirteen days of vacation.

After three years of employment, you earn 4.31 hours of vacation each pay period, up to a maximum of fourteen days of vacation.

After four years of employment, you earn 4.92 hours of vacation each pay period, up to a maximum of sixteen days of vacation.

After five years of employment, you earn 5.54 hours of vacation each pay period, up to a maximum of eighteen days of vacation.

After six years of employment, and each year thereafter, you earn 6.15 hours of vacation each pay period, up to a maximum of twenty days of vacation.

Part-time employees receive paid vacation time in proportion to the number of hours they normally are scheduled to work.

Submit vacation requests in writing at least two weeks in advance to your immediate supervisor. When possible, vacation requests are granted, taking into account



operating requirements. Length of employment may determine priority in scheduling vacation times.

Vacation pay is not granted in lieu of taking the actual time off. However, vacation time can be carried over to the following year, up to a maximum of one hundred twenty hours.

No more than three weeks of vacation can be taken at one time without special management approval, see the Leave of Absence Policy.

Vacation cannot be taken the last week of school, the first week of summer, the last week of summer, or the first week of school; including any of the three mandatory inservice days.

Employees may use earned leave with pay for the illness of the employee's child, spouse or parent. Leave with pay includes sick leave and vacation time where applicable. Employees who earn more than one type of leave with pay may choose the type and amount of leave to be used.

Eligible employees who provide at least one month's advance notice of their resignation will be paid for earned but unused vacation, unless state law dictates otherwise. All other employees will not be paid for earned but unused vacation at the end of employment, unless state law dictates otherwise.

Personal Days

Personal days are calculated according to your anniversary date.

Full-time and part-time employees are eligible after two full anniversary years, to one personal day.

After four full anniversary years, and each year thereafter, you are entitled to 2 personal days. You must use a whole day equivalent at a time.

Sick Days

Full-time and part-time employees are eligible for paid sick days each year. Eligible employees earn 0.0385 hours for each hour worked during the year, up to a maximum of ten days.

Part-time employees are eligible for sick days in proportion to the number of hours they normally are scheduled to work.

Exempt employees will receive sick pay in compliance with state and federal wage and hour laws.

Employees may use earned leave with pay for the illness of the employee's child, spouse or parent. Leave with pay includes sick leave and vacation time where applicable. Employees who earn more than one type of leave with pay may choose the type and amount of leave to be used.

Absences of 3 or more consecutive days will require a doctor's note.

Employees are not paid for any unused sick days. However, if you do not use your sick days during the year, you can carry them into the following year, up to a maximum of 240 sick hours.

At the end of employment, employees are not paid for earned but unused sick days.

Earned Sick and Safe Leave (Montgomery County, Maryland Employees)

Effective October 1, 2016, eligible employees are entitled to one hour of paid leave for every 30 hours worked, not to exceed seven (7) days per calendar year. If the company offers a sick leave policy that is at minimum equivalent to the Montgomery County requirement, that policy's accrual rate will supersede however the criteria of fulfillment must also be at minimum equivalent.

An employee may use earned sick and safe leave:

- 1) to care for or treat the employee's mental or physical illness, injury, or condition;
- 2) to obtain preventive medical care for the employee or the employee's family member;
- 3) to care for family member with mental or physical illness, injury, or condition;
- 4) if the employer's place of business has closed by order of public official due to public health emergency;
- 5) if the school or child care center for the employee's family member is closed by order of public official due to public health emergency;
- 6) to care for family member if health official or health care provider has determined that the family member's presence in the community would jeopardize the health of

- others because of the family member's exposure to communicable disease; or
- 7) if the absence from work is due to domestic violence, sexual assault, or stalking committed against the employee or the employee's family member and the leave is used:
 - A) by the employee to obtain for the employee or the employee's family;
 - i. medical attention needed to recover from physical or psychological injury due to domestic violence, sexual assault, or stalking;
 - ii. services from victim services organization related to the domestic violence, sexual assault, or stalking;
 - iii legal services, including preparing for or participating in civil or criminal proceeding related to the domestic violence, sexual assault, or stalking;
 - B) during the time that the employee has temporarily relocated due to the domestic violence, sexual assault, or stalking.

To use earned sick and safe leave, an employee must:

- 1) request leave from the company as soon as practicable after the employee determines the need to take leave;
- 2) notify the company of the anticipated duration of the leave; and
- 3) comply with any reasonable procedures established by the company and/or the employee's department when requesting and taking leave.

An employee shall begin to earn paid leave immediately upon hire. Once eligible, an employee may begin using earned leave immediately in accordance with the remainder of this policy.

Employees exempt from overtime payments under the Fair Labor Standards Act shall not earn leave for hours worked beyond 40 in a work week.

Paid leave under this policy shall be earned in accordance with the company's established pay periods. An employee shall earn paid leave when they qualify as an employee.

An employee's unused paid leave earned under this policy during a 12-month period shall carry over annually up to a maximum of 56 hours. An employee shall not use in one year more than the maximum hours allowed to accrue as outlined at the beginning of this policy.

Unused paid leave earned under this act shall not be reimbursed upon discharge.

An employee who is discharged from work in the County after the completion of a 90-day introductory period and is rehired to work in the County within 12 months may access paid leave immediately.

When an employee is rehired to work in the County within one year after separating from the company in the County for any reason, any previously accrued, but unused paid leave will be reinstated. Providing the employee was eligible to use the leave at the time of separation, he/she may use the earned paid leave and earn additional paid leave immediately upon the re-commencement of employment.

An employee shall make a reasonable effort to schedule paid leave in a manner that does not unduly disrupt the operations of the employer.

Employees requesting leave for three (3) or more consecutive days of earned sick and safe leave may be required to provide reasonable documentation to verify that the leave was used appropriately. The company will hold the employee's information provided to the company in order to request leave in confidence, except to the extent that disclosure is: 1) requested or consented to in writing by the employee; 2) ordered by a court or administrative agency; or 3) otherwise required by applicable federal or state law.

This leave may run concurrently with any other leave, including paid time off, where permitted by state and federal law.

The company provides this leave to eligible employees in accordance with Montgomery County, Maryland law. If you have any questions whether you are eligible for leave under this policy, please speak with human resources.

Unpaid Leaves

The following state mandated leave policies require that RDCA allow employees to take time off for specific purposes, but is not obligated to pay employees for that time off. Employees may, however, use any earned vacation or sick leave that they have available to them.

Jury Duty

Employees summoned for jury duty are granted an unpaid leave in order to serve.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

We reserve the right to request proof of jury service issued by the Court upon return.

Make arrangements with your immediate supervisor as soon as you receive your summons.

When permitted by state law, we expect you to return to your job if you are excused from jury duty during your regular working hours. An employee who is summoned and appears for jury service for four or more hours, including traveling time, will not be required to work an employment shift that begins (1) on or after 5:00 p.m. on the day of the employee's appearance for jury service; or (2) before 3:00 a.m. on the day following the employee's appearance for jury service.

Voting Leave

Our association believes that every employee should have the opportunity to vote in any state or federal election, general primary or special primary. Any employee whose work schedule does not provide him or her at least two hours to vote while polls are open, will be granted up to two paid hours off in order to vote. We reserve the right to select the hours you are excused to vote.

Notify your immediate supervisor of the need for voting leave as soon as possible. When you return from voting leave, you must present written proof that you have voted or attempted to vote.

Military Leave

Employees who are required to fulfill military obligations in any branch of the Armed Forces of the United States or in state military service will be given the necessary time off and reinstated in accordance with federal and state law.

The time off will be unpaid, except where state law dictates otherwise. Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

Accrued vacation (if any) may be used for this leave if the employee chooses, but the association will not require the employee to use vacation. Military orders should be presented to your immediate supervisor and arrangements for leave made as early as possible before departure. Employees are required to give advance notice of their service obligations to the association unless military necessity makes this impossible. You must notify your immediate supervisor of your intent to return to employment based on requirements of the law. Your benefits may continue to accrue during the period of leave in accordance with state and federal law.

Additional information regarding military leaves may be obtained from your immediate supervisor.

Family Military Leave

An eligible employee may take unpaid leave from work on the day that an immediate family member (spouse, parent, stepparent, child, stepchild, or sibling) of the employee is leaving for, or returning from, active duty outside the United States as a member of the Armed Forces of the United States.

To be eligible for family military leave, an employee must work full or part time, have been employed by the association for the last 12 months, and worked 1,250 hours during the last 12-month period.

The association may require an employee requesting leave under this policy to submit proof verifying the need for leave.

Civil Air Patrol Leave

Employees who serve as a member of the Maryland wing of the Civil Air Patrol, and who are called to perform a civil air patrol mission are entitled up to 15 days of unpaid leave.

In order to be eligible for leave under this policy, the employee must have been employed by the association for at least 90 days immediately preceding the commencement of leave.

Eligible employees must give as much notice as possible of the beginning and ending dates of the leave. If leave is due to an emergency, you must provide notice to the association as soon as possible after the commencement of the emergency and provide the estimated time for the mission. It is your duty to keep your immediate supervisor informed should the time for leave change.

Employees may be required to provide certification from a civil air patrol authority of eligibility for the requested leave.

Employees may choose to use accrued vacation for leave under this policy.

Emergency Services Leave

An employee who is a member of the Civil Air Patrol, civil defense, volunteer fire department, or volunteer rescue squad will be permitted unpaid leave to respond to an emergency declared by the Governor of Maryland or governing body of a county or municipal corporation.

Employees must submit written proof that their participation in the emergency was required.

Employees may choose to use accrued vacation for leave under this policy.

Witness Leave

Employees are given the necessary time off without pay to attend or participate in a court proceeding in accordance with state law.

We ask that you notify your immediate supervisor of the need to take witness leave as far in advance as is possible.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

Bereavement Leave

Full-time and part-time employees are eligible immediately upon hire for five unpaid days for the death of an immediate family member. Members of the immediate family include spouses, domestic partners, parents, brothers, sisters, children, children of domestic partners, grandchildren, grandparents, parents-in-law and parents of domestic partners.

Full-time and part-time employees are eligible immediately upon hire for two unpaid days to attend the funeral of aunts, uncles, nieces and nephews.

Requests for bereavement leave should be made to your center director or executive director as soon as possible.

Leave of Absence

Under special circumstances, full-time and part-time employees who have completed two years of employment may be granted a leave of absence without pay. The granting of this type of leave is normally for compelling reasons and is dependent upon the written approval of the executive director.

Leaves may not exceed 90 days during which time no benefits will accrue.

We will make reasonable efforts to return you to the same or similar job you held prior to the leave of absence, subject to our staffing and business requirements.

Victims of Crime Leave

The association will grant reasonable and necessary leave from work, without pay, to employees who are victims of a crime to attend or participate in legal proceedings pertaining to the crime. Affected employees must give the association reasonable notice that leave under this policy is required.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

Medical Insurance

Eligible full-time employees may enroll in an employee only, an employee plus children, an employee plus spouse, or a family contract on the first of the month following thirty days of employment. Eligibility may be defined by state law and/or by the insurance contract.

Information and enrollment forms may be obtained from the human resources manager.

To assist you with the cost of this insurance, our association pays a portion of an employee only, an employee plus children, an employee plus spouse, or a family contract. You are responsible for paying the balance through payroll deduction.

Participating employees are also covered under our medical insurance plan's prescription drug program.

A booklet containing the details of the plan and eligibility requirements may be obtained from the human resources manager.

Refer to the actual plan document and summary plan description if you have specific questions regarding your eligibility for coverage or other aspects of this benefit plan. Those documents are controlling.

At the end of employment you may be entitled to continuation or conversion of the group medical insurance plan in accordance with the terms of the policy and/or applicable state and federal law. For more information, contact the human resources manager.

Dental Insurance

Eligible full-time employees may enroll in an employee only, an employee plus children, an employee plus spouse or a family contract on the first of the month following thirty days of employment.

Information and enrollment forms may be obtained from the human resources manager.

You will be responsible for the full cost of this insurance through payroll deduction.

A booklet containing the details of the plan and the eligibility requirements may be obtained from the human resources manager.

Refer to the actual plan document and summary plan description if you have specific questions regarding this benefit plan. Those documents are controlling.

At the end of employment you may be entitled to continuation or conversion of the group dental insurance plan in accordance with the terms of the policy and/or applicable state and federal law. For more information, contact the human resources manager.

Vision Care Plan

Eligible full-time employees may enroll in this plan on the first of the month following thirty days of employment.

You will be responsible for the full cost of this plan through payroll deduction.

Complete details of this plan may be obtained from the human resources manager.

Information and enrollment forms may be obtained from the human resources manager.

Refer to the actual plan document and summary plan description if you have specific questions regarding this benefit plan. Those documents are controlling.

At the end of employment you may be entitled to continuation or conversion of the group vision care insurance plan in accordance with the terms of the policy and/or applicable state and federal law. For more information, contact the human resources manager.

COBRA

You and/or your covered dependents will have the opportunity to continue medical and/or dental and vision benefits for a period of up to 36 months under the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA) when group medical and/or dental and vision coverage for you and/or your covered dependents would otherwise end due to your death or because:

- your employment terminates, for a reason other than gross misconduct; or
- your employment status changes due to a reduction in hours; or
- your child ceases to be a "dependent child" under the terms of the medical and/or dental and vision plan; or
- you become divorced or legally separated; or
- you become entitled to Medicare.

In the event of divorce, legal separation, or a child's loss of dependent status, you or a family member must notify the plan administrator within 60 days of the occurrence of the event.

The plan administrator will notify the individuals eligible for continuation coverage of their right to elect COBRA continuation coverage.

For more information regarding COBRA, you may contact the human resources manager.

Section 125 Plans

Our association offers a pretax contribution option for employees. This employee benefit is known as a Section 125 plan.

A Section 125 plan is a benefit plan that allows you to make contributions toward premiums for medical insurance, dental insurance, vision care insurance and out-of-pocket medical expenses or dependent care expenses on a “before tax”, rather than an “after tax” basis. Your premium contributions and qualified expenses are deducted from your gross pay before income taxes and Social Security is calculated.

To participate in this plan, complete an election form and return it to the human resources manager.

You cannot make any changes to your pretax contributions until the next open enrollment period, unless your family status changes or you become eligible for a special enrollment period due to a loss of coverage. Family status changes include marriage, divorce, death of a spouse or child, birth or adoption of a child or discharge of employment of your spouse. A change in election due to a change in family status is effective the next pay period.

Federal Family and Medical Leave Act

The Family and Medical Leave Act (“FMLA”) provides eligible employees the opportunity to take unpaid job-protected leave for certain specific reasons. The maximum amount of leave an employee may use is

either 12 or 26 weeks within a 12-month period depending on the reasons for the leave.

Employee Eligibility

To be eligible for FMLA leave, you must:

1. have worked at least 12 months for the association in the preceding seven years (limited exception apply to the seven-year requirement);
2. have worked at least 1,250 hours for the association over the preceding 12 months; and
3. currently work at a location where there are at least 50 employees within 75 miles.

All periods of absence from work due to or necessitated by service in the uniformed services are counted in determining FMLA eligibility.

Conditions Triggering Leave

FMLA leave may be taken for the following reasons:

1. birth of a child, or to care for a newly-born child (up to 12 weeks);
2. placement of a child with the employee for adoption or foster care (up to 12 weeks);
3. to care for an immediate family member (employee's spouse, child, or parent) with a serious health condition (up to 12 weeks);
4. because of the employee's serious health condition that makes the employee unable to perform the employee's job (up to 12 weeks);

5. to care for a Covered Servicemember with a serious injury or illness related to certain types of military service (up to 26 weeks) (see Military-Related FMLA Leave for more details); or
6. to handle certain qualifying exigencies arising out of the fact that the employee's spouse, son, daughter, or parent is on covered active duty or call to covered active duty status in the Uniformed Services (up to 12 weeks) (see Military-Related FMLA Leave for more details).

The maximum amount of leave that may be taken in a 12-month period for all reasons combined is 12 weeks, with one exception. For leave to care for a Covered Servicemember, the maximum combined leave entitlement is 26 weeks, with leaves for all other reasons constituting no more than 12 of those 26 weeks.

Definitions

A "Serious Health Condition" is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement includes an incapacity of more than three full calendar days and two visits to a health care provider or one visit to a health care provider and a continuing regimen of care; an incapacity caused by pregnancy or prenatal visits, a chronic condition, or permanent or long-term conditions; or absences due to multiple treatments. Other situations may meet the definition of continuing treatment.

Identifying the 12 Month Period

The 12-month period in which 12 weeks of leave may be taken is the 12-month period measured forward from the date FMLA begins. For leave to care for a covered servicemember, the association calculates the 12-month period beginning on the first day the eligible employee takes FMLA leave to care for a covered servicemember and ends 12 months after that date. FMLA leave for the birth or placement of a child for adoption or foster care must be concluded within 12 months of the birth or placement.

Using Leave

Eligible employees may take FMLA leave in a single block of time, intermittently (in separate blocks of time), or by reducing the normal work schedule when medically necessary for the serious health condition of the employee or immediate family member, or in the case of a covered servicemember, his or her injury or illness. Eligible employees may also take intermittent or reduced-scheduled leave for military qualifying exigencies. Intermittent leave is permitted for birth of a child, to care for a newly-born child, or for placement of a child for adoption or foster care if mutually agreed to by the association. Employees who require intermittent or reduced-schedule leave must try to schedule their leave so that it will not unduly disrupt the association's operations.

Use of Accrued Paid Leave

Depending on the purpose of your leave request, you may choose (or the association may require you) to use accrued paid leave (such as sick leave, vacation, or PTO), concurrently with some or all of your FMLA leave. In order to substitute paid leave for FMLA leave, an eligible employee must comply with the association's

normal procedures for the applicable paid-leave policy (e.g., call-in procedures, advance notice, etc.).

Maintenance of Health Benefits

If you and/or your family participate in our group health plan, the association will maintain coverage during your FMLA leave on the same terms as if you had continued to work. If applicable, you must make arrangements to pay your share of health plan premiums while on leave. In some instances, the association may recover premiums it paid to maintain health coverage or other benefits for you and your family. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of your leave.

Notice and Medical Certification

When seeking FMLA leave, you are required to provide:

1. sufficient information for us to determine if the requested leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that you are unable to perform job functions, a family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. You must also inform the association if the requested leave is for a reason for which FMLA leave was previously taken or certified.

If the need for leave is foreseeable, this information must be provided 30 days in advance of the anticipated beginning date of the leave. If the need for leave is not foreseeable, this information must be provided as soon as is practicable and in compliance with the

association's normal call-in procedures, absent unusual circumstances.

2. medical certification supporting the need for leave due to a serious health condition affecting you or an immediate family member within 15 calendar days of the association request to provide the certification (additional time may be permitted in some circumstances). If you fail to do so, we may delay the commencement of your leave, withdraw any designation of FMLA leave or deny the leave, in which case your leave of absence would be treated in accordance with our standard leave of absence and attendance policies, subjecting you to discipline up to and including termination. Second or third medical opinions and periodic re-certifications may also be required;
3. periodic reports as deemed appropriate during the leave regarding your status and intent to return to work; and
4. medical certification of fitness for duty before returning to work, if the leave was due to your serious health condition. The association will require this certification to address whether you can perform the essential functions of your position.

Failure to comply with the foregoing requirements may result in delay or denial of leave, or disciplinary action, up to and including termination.

Employer Responsibilities

To the extent required by law, the association will inform employees whether they are eligible under the FMLA. Should an employee be eligible for FMLA leave, the

association will provide him or her with a notice that specifies any additional information required as well as the employee's rights and responsibilities. If employees are not eligible, the association will provide a reason for the ineligibility. The association will also inform employees if leave will be designated as FMLA-protected and, to the extent possible, note the amount of leave counted against the employee's leave entitlement. If the association determines that the leave is not FMLA-protected, the association will notify the employee.

Job Restoration

Upon returning from FMLA leave, eligible employees will typically be restored to their original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions.

Failure to Return After FMLA Leave

Any employee who fails to return to work as scheduled after FMLA leave or exceeds the 12-week FMLA entitlement (or in the case of military caregiver leave, the 26-week FMLA entitlement), will be subject to the association's standard leave of absence and attendance policies. This may result in termination if you have no other association-provided leave available to you that applies to your continued absence. Likewise, following the conclusion of your FMLA leave, the association's obligation to maintain your group health plan benefits ends (subject to any applicable COBRA rights).

Other Employment

The association generally prohibits employees from holding other employment. This policy remains in force during all leaves of absence including FMLA leave and may result in disciplinary action, up to and including immediate termination of employment.

Fraud

Providing false or misleading information or omitting material information in connection with an FMLA leave will result in disciplinary action, up to and including immediate termination.

Employer's Compliance with FMLA and Employee's Enforcement Rights

The FMLA makes it unlawful for any employer to interfere with, restrain, or deny the exercise of any right provided under FMLA, or discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

While the association encourages employees to bring any concerns or complaints about compliance with FMLA to the attention of the human resources manager, FMLA regulations require employers to advise employees that they may file a complaint with the U.S. Department of Labor or bring a private lawsuit against an employer.

Further, FMLA does not affect any Federal or state law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

Military-Related Federal FMLA Leave

FMLA leave may also be available to eligible employees in connection with certain service-related medical and non-medical needs of family members. There are two forms of such leave. The first is Military Caregiver Leave, and the second is Qualifying Exigency Leave. Each of these leaves is detailed below.

Definitions

A “covered servicemember” is either: (1) a current servicemember of the Armed Forces, including a member of the National Guard or Reserves, with a serious injury or illness incurred in the line of duty for which the servicemember is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list; or (2) a “covered veteran” who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.

A “covered veteran” is an individual who was discharged under conditions other than dishonorable during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran. The period between October 28, 2009 and March 8, 2013 is excluded in determining this five-year period.

The FMLA definitions of “serious injury or illness” for current servicemembers and veterans are distinct from the FMLA definition of “serious health condition.” For current servicemembers, the term “serious injury or illness” means an injury or illness that was incurred by the member in the line of duty while on active duty in the Armed Forces or that existed before the beginning of active duty and was aggravated by such service, that may render them medically unfit to perform the duties of their office, grade, rank or rating.

For covered veterans, this term means a serious injury or illness that was incurred in the line of duty while on active duty in the Armed Forces or that existed before the beginning of active duty and was aggravated by such service and manifested itself before or after the individual assumed veteran status, and is: (1) a continuation of a serious injury or illness that was incurred or aggravated when they were a member of the

Armed Forces and rendered them unable to perform the duties of their office, grade, rank or rating; (2) a physical or mental condition for which the covered veteran has received a VA Service Related Disability Rating (VASRD) of 50 percent or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for caregiver leave; (3) a physical or mental condition that substantially impairs the veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service or would be so absent treatment; or (4) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

"Qualifying exigencies" include activities such as short-notice deployment, military events, arranging alternative childcare, making financial and legal arrangements related to the deployment, rest and recuperation, counseling, parental care, and post-deployment briefings.

Military Caregiver Leave

Unpaid Military Caregiver Leave is designed to allow eligible employees to care for certain family members who have sustained serious injuries or illnesses in the line of duty while on active duty. Military Caregiver Leave is a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period.

To be "eligible" for Military Caregiver Leave, the employee must be a spouse, son, daughter, parent, or next of kin of the covered servicemember. "Next of kin" means the nearest blood relative of the servicemember, other than the servicemember's spouse, parent, son, or

daughter, in the following order of priority: blood relatives who have been granted legal custody of the servicemember by court decree or statutory provisions; brothers and sisters; grandparents; aunts and uncles; and first cousins; unless the servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of Military Caregiver Leave. The employee must also meet all other eligibility standards as set forth within the FMLA Leave policy.

An eligible employee may take up to 26 workweeks of Military Caregiver Leave to care for a covered servicemember in a "single 12-month period." The "single 12-month period" begins on the first day leave is taken to care for a covered servicemember and ends 12 months thereafter, regardless of the method used to determine leave availability for other FMLA-qualifying reasons. If an employee does not exhaust his or her 26 workweeks of Military Caregiver Leave during this "single 12-month period," the remainder is forfeited.

Military Caregiver Leave applies on a per-injury basis for each servicemember. Consequently, an eligible employee may take separate periods of caregiver leave for each and every covered servicemember, and/or for each and every serious injury or illness of the same covered servicemember. A total of no more than 26 workweeks of Military Caregiver Leave, however, may be taken within any "single 12-month period."

Within the "single 12-month period" described above, an eligible employee may take a combined total of 26 weeks of FMLA leave including up to 12 weeks of leave for any other FMLA-qualifying reason (i.e., birth or adoption of a child, serious health condition of the employee or close family member, or a qualifying exigency). For example, during the "single 12-month period," an eligible employee may take up to 16 weeks

of FMLA leave to care for a covered servicemember when combined with up to 10 weeks of FMLA leave to care for a newborn child.

An employee seeking Military Caregiver Leave may be required to provide appropriate certification from the employee and/or covered servicemember and completed by an authorized health care provider within 15 days. Military Caregiver Leave is subject to the other provisions in our FMLA Leave Policy (requirements regarding employee eligibility, appropriate notice of the need for leave, use of accrued paid leave, etc.). Military Caregiver Leave will be governed by, and handled in accordance with, the FMLA and applicable regulations, and nothing within this policy should be construed to be inconsistent with those regulations.

Qualifying Exigency Leave

Eligible employees may take unpaid “Qualifying Exigency Leave” to tend to certain “exigencies” arising out of the duty under a call or order to active duty of a “military member” (i.e. the employee's spouse, son, daughter, or parent). Up to 12 weeks of Qualifying Exigency Leave is available in any 12-month period, as measured by the same method that governs measurement of other forms of FMLA leave within the FMLA policy (with the exception of Military Caregiver Leave, which is subject to a maximum of 26 weeks of leave in a “single 12-month period”). Although Qualifying Exigency Leave may be combined with leave for other FMLA-qualifying reasons, under no circumstances may the combined total exceed 12 weeks in any 12-month period (with the exception of Military Caregiver Leave as set forth above). The employee must meet all other eligibility standards as set forth within the FMLA policy.

Persons who can be ordered to active duty include active and retired members of the Regular Armed Forces, certain members of the retired Reserve, and various other Reserve members including the Ready Reserve, the Selected Reserve, the Individual Ready Reserve, the National Guard, state military, Army Reserve, Navy Reserve, Marine Corps Reserve, Air National Guard, Air Force Reserve, and Coast Guard Reserve.

A call to active duty refers to a *federal* call to active duty, and *state* calls to active duty are not covered unless under order of the President of the United States pursuant to certain laws.

Qualifying Exigency Leave is available under the following circumstances:

1. **Short-notice deployment.** To address any issue that arises out of short notice (within seven days or less) of an impending call or order to active duty.
2. **Military events and related activities.** To attend any official military ceremony, program, or event related to active duty or call to covered active duty status or to attend certain family support or assistance programs and informational briefings.
3. **Childcare and school activities.** To arrange for alternative childcare; to provide childcare on an urgent, immediate need basis; to enroll in or transfer to a new school or daycare facility; or to attend meetings with staff at a school or daycare facility.

4. **Financial and legal arrangements.** To make or update various financial or legal arrangements; or to act as the covered military member's representative before a federal, state, or local agency in connection with service benefits.
5. **Counseling.** To attend counseling (by someone other than a health care provider) for the employee, for the military member, or for a child or dependent when necessary as a result of duty under a call or order to covered active duty.
6. **Temporary rest and recuperation.** To spend time with a military member who is on short-term, temporary rest and recuperation leave during the period of deployment. Eligible employees may take up to 15 days of leave for each instance of rest and recuperation.
7. **Post-deployment activities.** To attend arrival ceremonies, reintegration briefings and events, and any other official ceremony or program sponsored by the military for a period of up to 90 days following termination of the military member's active duty status. This also encompasses leave to address issues that arise from the death of a military member while on active duty status.
8. **Parental care.** To care for the military member's parent who is incapable of self-care. The parent must be the military member's biological, adoptive, step, or foster father or mother, or any other individual who stood in loco parentis to the military member when the member was under 18 years of age.

9. **Mutually agreed leave.** Other events that arise from the military member's duty under a call or order to active duty, provided that the association and the employee agree that such leave shall qualify as an exigency and agree to both the timing and duration of such leave.

An employee seeking Qualifying Exigency Leave may be required to submit appropriate supporting documentation in the form of a copy of the military member's active duty orders or rest and recuperation orders or other military documentation indicating the appropriate military status and the dates of active duty status, along with a statement setting forth the nature and details of the specific exigency, the amount of leave needed and the employee's relationship to the military member, within 15 days. Qualifying Exigency Leave will be governed by, and handled in accordance with, the FMLA and applicable regulations, and nothing within this policy should be construed to be inconsistent with those regulations.

Limited Nature of This Policy

This Policy should not be construed to confer any express or implied contractual relationship or rights to any employee not expressly provided for by FMLA. The association reserves the right to modify this or any other policy as necessary, in its sole discretion to the extent permitted by law. State or local leave laws may also apply.

Pregnancy Accommodation (Maryland Employees)

The association, consistent with state law, will provide reasonable accommodations to female employees during pregnancy, to the extent the accommodation can be made without imposing an undue hardship on the business.

When an employee requests a reasonable accommodation, the association shall explore with the employee the possible means of providing the reasonable accommodation, which may include:

- changing the employee's job duties;
- changing the employee's work hours;
- relocating the employee's work area;
- providing mechanical or electrical aids;
- transferring the employee to a less strenuous or less hazardous position; or
- providing a leave of absence.

The association may require the employee to provide a certification in connection with a request for reasonable accommodation that includes the following:

- the date the reasonable accommodation became medically advisable;
- the probable duration of the reasonable accommodation; and
- an explanatory statement as to the medical advisability of the reasonable accommodation.

If leave is provided as a reasonable accommodation, such leave may run concurrently with the federal Family and Medical Leave Act and/or any other leave where permitted by state and federal law.

For more information, or if you require an accommodation, please contact the human resources manager.

Flexible Family Leave

Pursuant to the Maryland Flexible Leave Act, all employees who are eligible for paid leave including sick leave, vacation, and other paid time off may use the time to take care of any member of their immediate family, including a child, parent or spouse who is sick. Employees who earn more than one type of leave with pay may elect the type and amount of leave with pay to be used.

The amount of leave is limited to actually earned leave or time off; employees cannot take advances on their paid sick leave or time off benefits to use for flexible family leave.

Social Security

During your employment, you and the association both contribute funds to the federal government to support the Social Security program. This program is intended to provide you with retirement benefit payments and medical coverage once you reach retirement age.

Unemployment Insurance

Upon separation from employment, you may be entitled to state and federal unemployment insurance benefits. Information about unemployment insurance can be obtained from the human resources manager.

Workers' Compensation

On-the-job injuries are covered by our Workers' Compensation insurance policy. This insurance is provided at no cost to you. If you are injured on the job, no matter how slightly, report the incident immediately to your center director or the human resources manager and complete an employee accident form. Consistent with applicable state law, failure to report an injury within a reasonable period of time could jeopardize your claim. We ask for your assistance in alerting management to any condition that could lead to or contribute to an employee accident.

401(k) Qualified Retirement Plan

Our association provides eligible employees with a 401(k) Qualified Retirement plan which is an excellent means of long-term savings for your retirement. The association's contribution, if any, is determined by the employer on an annual basis.

You can obtain a copy of the Summary Plan Description which contains the details of the plan including eligibility and benefit provisions from the human resources manager. In the event of any conflict in the description of any plan, the official plan documents, which are available for your review, shall govern. If you have any questions regarding this plan, see the plan administrator.

Professional Development

Our association believes in supporting the individual growth of its employees. To encourage employee development, our association offers a professional development reimbursement program to eligible employees who attend job-related seminars.

To participate in this program, you must be a full-time or part-time employee.

Approval from the executive director must be received prior to registration for the seminar. Our association will pay the full cost of approved job-related seminars.

In an effort to keep our association informed of new developments, we ask that you share any new information presented at the seminar with the rest of the staff.

Tuition Assistance Program

To encourage professional development, our association offers a tuition assistance program to eligible employees who complete job-related courses with a passing grade.

To participate in this program, you must be a full-time or part-time employee.

Your application for tuition assistance must be made and approval received prior to registration for the course.

On the Job

Wage Disclosure Protection

The association, consistent with Maryland law, will not take an adverse employment action against an employee for: inquiring about, discussing or disclosing wages of the employee or another employee which have been disclosed voluntarily; requesting that the association provide a reason for the employee's wages; or aiding or encouraging another employee's exercise of his or her rights.

Nothing in this policy permits an employee to discuss or disclose the wages of another employee without that employee's prior permission unless it is in response to a complaint or charge or in furtherance of an investigation, proceeding, hearing, or legal action, including an investigation conducted by the association. Further, employees are not permitted to disclose proprietary information, trade secret information, or information that is otherwise subject to legal privilege or protection or to disclose wage information to a competitor of the association without the prior written consent of the association.

Additionally, nothing in this policy requires the association or an employee to disclose wages in response to an inquiry by another employee.

Attendance and Punctuality

Attendance and punctuality are important factors for your success within our association. We work as a team and this requires that each person be in the right place at the right time.

If you are going to be late for work or absent, notify your immediate supervisor as far in advance as is feasible under the circumstances, but before the start of your shift.

Personal issues requiring time away from your work, such as doctor's appointments or other matters, should be scheduled during your nonworking hours if possible.

If you are absent for three days without notifying the association, it is assumed that you have voluntarily abandoned your position with the association, and you will be removed from the payroll.

Business Hours

Because of the nature of our business, your work schedule may vary depending on your job. Our normal center business hours are 7:00 a.m. to 6:30 p.m., based on the location, Monday through Friday. And corporate office hours are 8:30 a.m. to 5:00 p.m. Check with your center director if you have questions about your hours of work.

Lactation Breaks

The association will provide a reasonable amount of break time to accommodate a female employee's need to express breast milk for the employee's infant child up to one year of age; unless additional time is required by state law. The break time should, if possible, be taken concurrently with other break periods already provided. Non-exempt employees should clock out for any time taken that does not run concurrently with normally scheduled rest periods, and such time generally will be unpaid in accordance with state law. The association will also make a reasonable effort to provide the employee with the use of a room or other location in close proximity to the employee's work area, for the employee to express milk in private.

Notify your center director to request time to express breast milk under this policy.

No provision of this policy applies or is enforced if it conflicts with or is superseded by any requirement or prohibition contained in a state or local law, or regulation. If you have knowledge of such a conflict or a potential conflict you should contact your human resources manager.

Standards of Conduct

Each employee has an obligation to observe and follow the association's policies and to maintain proper standards of conduct at all times. Failure to adhere to the association's policies will result in corrective disciplinary measures.

Disciplinary action may include a verbal warning, written warning, suspension with or without pay, and/or discharge. The appropriate disciplinary action imposed will be determined by the association. The association does not guarantee that one form of action will necessarily precede another.

Among other things, the following may result in disciplinary action, up to and including discharge: violation of the association's policies or safety rules; failing to work in a cooperative manner with management, co-workers, family(ies) and others who do business with the association; unauthorized or illegal possession, use or sale of alcohol or controlled substances on work premises or during working hours, while engaged in association activities or in association vehicles; unauthorized possession, use or sale of weapons, firearms or explosives on work premises; theft or dishonesty; inappropriate or violent physical contact; harassment; discrimination or retaliation in violation of the association's EEO and No Harassment policies; performing outside work or use of association property, equipment or facilities in connection with outside work while on association time; poor attendance or poor performance. These examples are not all inclusive. We emphasize that discharge decisions will be based on an assessment of all relevant factors.

Nothing in this policy is designed to limit an employee's rights under Section 7 of the National Labor Relations Act.

Nothing in this policy is designed to modify our employment-at-will policy.

Families and Public Relations

Our association's reputation is built on excellent service and quality work. To maintain this reputation requires the active participation of every employee.

The opinions and attitudes that families have toward our association may be determined for a long period of time by the actions of one employee. It is sometimes easy to take a student for granted, but if we do we run the risk of losing not only that student, but his or her associates, friends or family who may also be students or prospective students.

Each employee must be sensitive to the importance of providing courteous treatment in all working relationships.

Non-Solicitation

The association believes employees should have a work environment free from interruptions of a non-work related nature, as work time is for work. When you are to be working you should focus on your duties and not engage in activities that would interfere with your own work or the work of others. For the purpose of this policy, solicitation includes, but is not limited to, for collection of any debt or obligation, for raffles of any kind or chance taking, or for the sale of merchandise or business services, the attempt to sell any product or service (e.g. selling or collecting for Tupperware®, Avon® products, churches, schools, Girl Scout cookies, etc.). Such interruptions can be both detrimental to the quality of work and efficiency, and may not be respectful

of others job responsibilities and right not to be interrupted.

Employees may not engage in solicitation for any purpose during his/her work time, which includes the working time of the employee who seeks to solicit and the employee who is being solicited. Although solicitation is not encouraged, it is permitted as long as it is limited to the employee's break and lunch time and kept out of active working areas. Nothing in this policy is intended to restrict an employee's statutory rights, including discussing terms and conditions of employment.

Distribution

Distribution by employees of any type (materials, goods, paper) is prohibited in work areas at any time, whether or not the employees are on working time. Electronic distribution is subject to the association's Acceptable Use of Electronic Communications policy, and may not occur during the employee's working time. Non-employees are prohibited from distributing materials to employees on association premises at any time. Literature that violates the association's EEO and No Harassment policies, includes threats of violence, or is knowingly and recklessly false is never permitted. Nothing in this policy is intended to restrict an employee's statutory rights, including discussing terms and conditions of employment.

Changes in Personal Data

To aid you and/or your family in matters of personal emergency, we need to maintain up-to-date information.

Changes in name, address, telephone number, marital status, number of dependents or changes in next of kin and/or beneficiaries should be given to the human resources manager promptly.

HR Online (Self-Service Portal)

A self-service portal is available at <https://paychexonline.com>. You have the ability to view personal and association information on this portal. You may submit changes to your personal information including address, tax status and dependent information at your convenience. If updates are made, please contact the human resources manager to ensure those changes are entered into the payroll system. You may also receive important management notices and reminders, such as benefit enrollment deadlines and time-off approvals at this portal.

Please contact the human resources manager if you need assistance with obtaining login information.

Care of Equipment

You are expected to demonstrate proper care when using the association's property and equipment. No property may be removed from the premises without the proper authorization of management. If you lose, break or damage any property, report it to your immediate supervisor at once.

Employee Referral Bonus

The association will pay a referral bonus to a non-management employee who refers an applicant to our association who is ultimately hired by the association to a full-time or part-time position. The bonus is payable upon completion of the newly hired employee's introductory period. The referring employee must still be employed with the association at the time the bonus is to be given. Employee referrals must be directed to the human resources manager.

Identification Badges

You will be issued an identification badge upon orientation. It must be worn where it can be seen at all times when you are working.

Severe Weather

Severe weather is to be expected during certain months of the year. Although transportation may at times be difficult, when caution is exercised the roads are normally passable. Except in cases of severe storms, we are all expected to work our regular hours. Time taken off due to poor weather conditions while the business remains open is to be used as vacation, a personal day, or is unpaid.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

If extreme weather conditions require closing of the building, you will be notified by your center director.

Acceptable Use of Electronic Communications

This policy contains guidelines for electronic communications created, sent, received, used, transmitted, or stored using the association's communication systems or equipment and employee provided systems or equipment used either in the workplace, during working time or to accomplish work tasks. "Electronic communications" include, among other things, messages, images, text data or any other information used in e-mail, instant messages, text messages, voice mail, fax machines, computers, personal digital assistants (including Blackberry, iPhone, iPad or similar devices), pagers, telephones, cellular and mobile phones including those with cameras, Intranet, Internet, back-up storage, information on a memory or

flash key or card, jump or zip drive or any other type of internal or external removable storage drives. In the remainder of this policy, all of these communication devices are collectively referred to as “systems.”

Acceptable Uses of Our Systems: Employees may use our systems to communicate internally with co-workers or externally with family(ies) and other business acquaintances for business purposes.

Association Control of Systems and Electronic Communications: All electronic communications contained in association systems are association records and/or property. Although an employee may have an individual password to access our systems, the systems and communications belong to the association. The systems and electronic communications are accessible to the association at all times including periodic unannounced inspections. Our systems and electronic communications are subject to use, access, monitoring, review, recording and disclosure without further notice. Employee communications on our system are not confidential or private.

The association's right to use, access, monitor, record and disclose electronic communications without further notice applies equally to employee-provided systems or equipment used in the workplace, during working time, or to accomplish work tasks.

Personal Use of Our Systems: Personal communications in our systems are treated the same as all other electronic communications and will be used, accessed, recorded, monitored, and disclosed by the association at any time without further notice. Since all electronic communications and systems can be accessed without advance notice, employees should not use our systems for communication or information that employees would not want revealed to third parties.

Personal use of our system should be limited to non-working time. Personal use of our system must be conducted in such a manner that it does not affect smooth system operation or use a disproportional amount of the system's functional capacity.

Proprietary Business Information: Proprietary business information means confidential and proprietary information related to the association's business models, business services, pricing information, family(ies) lists, strategic business or marketing plans, expansion plans, contracts, non-public financial performance information and other information that derives economic value by being protected from public consumption or competitors may only be used on association systems. Proprietary business information may not be downloaded, saved, or sent to a personal laptop, personal storage device, or personal email account under any circumstances without advance written approval from a member of management. Proprietary business information does not restrict employee rights to discuss their wages, hours or other terms of employment.

Prohibited Uses of Our Systems: Employees may not use association systems in a manner that is unlawful, wasteful of association resources, or unreasonably compromises employee productivity or the overall integrity or stability of the association's systems. These tools are provided to assist employees with the execution of their job duties and should not be abused. Examples of prohibited uses include, among other things, sexually explicit messages, images, cartoons, or jokes; propositions or love letters; ethnic or racial slurs; or any other message or image that may be in violation of association policies.

In addition, employees may not use our association systems:

- To download, save, send or access any discriminatory, obscene, or malicious or knowingly false material;
- To download, save, send or access any music, audio or video file unless business related;
- To download anything from the internet (including shareware or free software) without the advance written permission of the human resources manager;
- To download, save, send or access any site or content that the association might deem “adult entertainment;”
- To attempt or to gain unauthorized or unlawful access to computers, equipment, networks, or systems of the association or any other person or entity;
- In connection with any infringement of intellectual property rights, including but not limited to copyrights;
- In connection with the violation or attempted violation of any law; and
- To transmit proprietary business information or client material such as pricing information or trade secrets.

Electronic Forgery: An employee may not misrepresent, disguise, or conceal his or her identity or another’s identity in any way while using electronic communications; make changes to electronic communications without clearly indicating such changes; or use another person’s account, mail box, password, etc. without prior written approval of the account owner and without identifying the actual author.

Intellectual Property Rights: Employees must always respect intellectual property rights such as copyrights and trademarks.

System Integrity, Security, and Encryption: All systems passwords and encryption keys must be available and known to the association. You may not install password or encryption programs without the written permission of the human resources manager. Employees may not use the passwords and encryption keys belonging to others.

Applicable Laws: Numerous state and federal laws apply to electronic communications. The association complies with applicable laws. Employees also must comply with applicable laws and should recognize that an employee could be personally liable and/or subject to fine and imprisonment for violation of applicable laws.

Consequences of Policy Violations: Violations of this policy may result in disciplinary action up to and including immediate termination of an employee's employment as well as possible civil liabilities or criminal prosecution. Where appropriate, the association may advise legal officials or appropriate third parties of policy violations and cooperate with official investigations. We will not, of course, retaliate against anyone who reports possible policy violations or assists with investigations.

If you have questions about the acceptable use of our systems or the content of electronic communications, ask the human resources manager for advance clarification.

Social Media

“Social media” includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal web site, social networking or

affinity web site, web bulletin board or a chat room, whether or not associated or affiliated with the association.

You are more likely to resolve work related complaints by speaking directly with your co-workers or by utilizing our problem solving procedure than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as maliciously false, obscene, threatening or intimidating, that defames family(ies), competitors, vendors or employees or that might constitute harassment or bullying. Examples of such conduct might include posts meant to put someone in fear for their physical safety or psychological well-being; posts designed to cast someone in a false light to the public; posts that invade a person's reasonable expectation of privacy; or posts that could contribute to a hostile work environment on the basis of race, age, gender, national origin, color, disability, religion or other status protected by federal, state or local law.

Make sure you are always truthful and accurate when posting information or news. If you make a mistake, correct it quickly. Be open about any previous posts you have altered. Use privacy settings when appropriate. Remember that the Internet archives almost everything; therefore, even deleted postings can be searched. The Internet is immediate; nothing that is posted ever truly "expires." Never post any information or rumors that you know to be false about the association, fellow employees, family(ies), and people working on behalf of the association or competitors.

Do not create a link from your blog, website or other social networking site to the association's website without identifying yourself as an association employee. Express only your personal opinions. Never represent

yourself as a spokesperson for the association or make knowingly false representations about your credentials or your work. If the association is a subject of the content you are creating, be clear and open about the fact that you are an employee and make it clear that your views do not represent those of the association. It is best to include a statement such as “The postings on this site are my own and do not necessarily reflect the views of the association.” You must refrain from using social media while on working time.

Employees are encouraged to report violations of this policy. The association prohibits retaliation against any employee for reporting a possible deviation from this policy or for cooperating in an investigation.

Where applicable, the association complies with state laws concerning access to an employee's personal social networking account, including restrictions concerning employer requests for an employee's username and/or password.

Nothing in this policy is designed to limit an employee's right under Section 7 of the National Labor Relations Act, including discussing wages or other terms of employment.

If you have questions or need further guidance, please contact the human resources manager.

Dress Policy

Employees are expected to maintain the highest standards of personal cleanliness and present a neat, professional appearance at all times.

Our families satisfaction represents the most important and challenging aspect of our business. Whether or not your job responsibilities place you in direct student contact, you represent the association with your appearance as well as your actions. The properly-attired individual helps to create a favorable image for the association, to the public and fellow employees.

The association maintains a business casual environment. All employees should use discretion in wearing attire that is appropriate for their job.

1. Slacks/Pants/Shorts
 - must have hems
 - no athletic wear, sweat clothes, or workout gear
 - shorts must fit properly and not be higher than four (4) inches above the top of the knee
2. Dresses/Skirts
 - must not be revealing or see-through
 - may not be mini-style or too short
 - backless or strapless dresses are not acceptable
3. Shirts/Blouses/Tops
 - may not be revealing or see-through
 - bare midriffs, strapless, or halter styles are not acceptable
 - no suggestive slogans or graphics
 - must be long enough to cover pant tops when reaching or bending

4. Shoes

- should be appropriate for active interaction with children and safe for staff
- should be in good repair
- heels and platforms should not exceed two (2) inches
- athletic/tennis/sneakers are to be clean and in good condition
- footwear must be closed toe and closed heel
- flip-flops are appropriate for the pool only

5. Hats

- hats/caps/visors may not be worn indoors
- hats/caps/visors may be worn outdoors for sun protection but should not obstruct view
- head coverings for medical, cultural, or religious reasons should be discussed with the center director or the executive director

6. Pool Clothing

- swim suits shall be one or two piece, however may not be see-through, bare midriffs, or too revealing
- cover ups shall be worn to and from the pool
- staff are to change back into their regular clothing as soon as they return from the pool

Personal Hygiene

Maintaining a professional, business-like appearance is very important to the success of our association. Part of the impression you make on others depends on your choice of dress, personal hygiene and courteous behavior. A daily regimen of good grooming and hygiene is expected of everyone. Please ensure that you maintain good personal hygiene habits. While at work, you are required to be clean, dressed appropriately and well groomed.

Protecting Association Information

Protecting our association's information is the responsibility of every employee. Do not discuss the association's confidential business or proprietary business matters, or share confidential, personal employee information (such as social security numbers, personal banking or medical information) with anyone who does not work for us such as friends, family members, members of the media, or other business entities. You may be required to sign a non-compete and/or a nondisclosure agreement as a condition of your employment, in accordance with state and federal law.

Confidential information does not include information pertaining to the terms and conditions of an employee's employment, including wages. Nothing in this policy is designed to limit an employee's rights under Section 7 of the National Labor Relations Act.

All telephone calls regarding a current or former employee's position/compensation with our association must be forwarded to the human resources manager.

The association's address shall not be used for the receipt of personal mail.

Conflict of Interest/Code of Ethics

An association's reputation for integrity is its most valuable asset and is directly related to the conduct of its officers and other employees. Therefore, employees must never use their positions with the association, or any of its family(ies), for private financial gain, to advance personal financial interests, to obtain favors or benefits for themselves, members of their families or any other individuals, corporations or business entities, or engage in activities, investments or associations that compete with the association, interferes with an employee's business judgment concerning the association's best interests, or exploits an employee's position with the association for personal gain.

The association adheres to the highest legal and ethical standards applicable in our business. The association's business is conducted in strict observance of both the letter and spirit of all applicable laws and the integrity of each employee is of utmost importance.

Employees of the association shall conduct their personal affairs such that their duties and responsibilities to the association are not jeopardized and/or legal questions do not arise with respect to their association or work with the association.

This policy will not be enforced to prevent employees from discussing their wages or other terms of employment.

Parking

Free parking facilities are available to employees. You are required to park within the designated areas.

The association is not responsible for loss, damage or theft of your vehicle. Therefore, we suggest that you lock your vehicle doors.

Contact with the Media

All media inquiries regarding the association and its operations must be referred to the executive director. The authorization to make or approve public statements on behalf of the association rests solely with the executive director. No employees, unless specifically designated by the executive director, are authorized to make statements on behalf of or as a representative of the association.

If You Must Leave Us

Should you decide to leave your employment with us, we ask that you provide your immediate supervisor with at least one month's advance written notice. Your thoughtfulness is appreciated and will be noted favorably should you ever wish to reapply for employment with the association.

Employees, who are rehired following a break in service in excess of six months, other than an approved leave of absence, must serve a new initial introductory period whether or not such a period was previously completed. Such employees are considered new employees from the effective date of their reemployment for all purposes, including the purposes of measuring benefits.

Our association does not provide a "letter of reference" to former employees. Generally, we will confirm upon request our employees' dates of employment, salary history, and job title.

Additionally, all resigning employees should complete a brief exit interview prior to leaving. All association property, including this Employee Handbook, must be returned at the end of employment. Otherwise, the association may take action to recoup any replacement costs and/or seek the return of association property through appropriate legal recourse.

You should notify the association if your address changes during the calendar year in which discharge occurs so that your tax information will be sent to the proper address.

Safety in the Workplace

Each Employee's Responsibility

Safety can only be achieved through teamwork at our association. Each employee, supervisor and manager must practice safety awareness by thinking defensively, anticipating unsafe situations and reporting unsafe conditions immediately.

Please observe the following precautions:

1. Notify your center director of any emergency situation. If you are injured or become sick at work, no matter how slightly, you must inform your center director immediately.
2. The use of alcoholic beverages or illegal substances during working hours will not be tolerated. The possession of alcoholic beverages or illegal substances on the association's property is forbidden.
3. Use, adjust and repair machines and equipment only if you are trained and qualified.
4. Know the proper lifting procedures. Get help when lifting or pushing heavy objects.
5. Understand your job fully and follow instructions. If you are not sure of the safe procedure, don't guess; just ask your center director.
6. Know the locations, contents and use of first aid and fire-fighting equipment.
7. Comply with OSHA standards and/or applicable state job safety and health standards as written in our safety procedures manual.

A violation of a safety precaution is in itself an unsafe act. A violation may lead to disciplinary action, up to and including discharge.

Fire Drills

Fire drills are scheduled periodically throughout the year. These drills are an important aspect in employee safety. We expect your complete cooperation during these drills. If you have any questions concerning evacuation procedures, see your center director.

Workplace Violence

Violence by an employee or anyone else against an employee, supervisor or member of management will not be tolerated. The purpose of this policy is to minimize the potential risk of personal injuries to employees at work and to reduce the possibility of damage to association property in the event someone, for whatever reason, may be unhappy with an association decision or action by an employee or member of management.

If you receive or overhear any threatening communications from an employee or outside third party, report it to your center director at once. Do not engage in either physical or verbal confrontation with a potentially violent individual. If you encounter an individual who is threatening immediate harm to an employee or visitor to our premises, contact an emergency agency (such as 911) immediately.

All reports of work-related threats will be kept confidential to the extent possible, investigated and documented. Employees are expected to report and participate in an investigation of any suspected or actual cases of workplace violence and will not be subjected to disciplinary consequences for such reports or cooperation.

Violations of this policy, including your failure to report or fully cooperate in the association's investigation, may result in disciplinary action, up to and including discharge.

Workplace Searches

To protect the property and to ensure the safety of all employees, family(ies) and the association, the association reserves the right to conduct personal searches consistent with state law, and to inspect any packages, parcels, purses, handbags, brief cases, lunch boxes or any other possessions or articles carried to and from the association's property. In addition, the association reserves the right to search any employee's office, desk, files, locker, equipment or any other area or article on our premises. In this regard, it should be noted that all offices, desks, files, lockers, equipment, etc. are the property of the association, and are issued for the use of employees only during their employment. Inspection may be conducted at any time at the discretion of the association.

Persons entering the premises who refuse to cooperate in an inspection conducted pursuant to this policy may not be permitted to enter the premises. Employees working on or entering or leaving the premises who refuse to cooperate in an inspection, as well as employees who after the inspection are believed to be in possession of stolen property or illegal substances, will be subject to disciplinary action, up to and including discharge, if upon investigation they are found to be in violation of the association's security procedures or any other association rules and regulations.

Good Housekeeping

Good work habits and a neat place to work are essential for job safety and efficiency. You are expected to keep your place of work organized and materials in good order at all times. Report anything that needs repair or replacement to your center director.

Smoking in the Workplace

Our association is committed to providing a safe and healthy environment for employees and visitors. Smoking is allowed only in designated areas outside the building or in private vehicles when not being used in the course of employment.

Violations of this policy may result in disciplinary action, up to and including discharge.

No Weapons in the Workplace

Possession, use or sale of weapons, firearms or explosives on work premises, while operating association machinery, equipment or vehicles for work-related purposes or while engaged in association business off premises is forbidden except where expressly authorized by the association and permitted by state and local laws. This policy applies to all employees, including but not limited to, those who have a valid permit to carry a firearm.

If you are aware of violations or threats of violations of this policy, you are required to report such violations or threats of violations to your center director immediately.

Violations of this policy will result in disciplinary action, up to and including discharge.

In An Emergency

Your center director or executive director should be notified immediately when an emergency occurs. Emergencies include all accidents, medical situations, bomb threats, other threats of violence, and the smell of smoke. In the absence of your center director or executive director, contact the nearest association official.

Should an emergency result in the need to communicate information to employees outside of business hours, your center director or executive director will contact you. Therefore, it is important that employees keep their personal emergency contact information up to date. Notify your center director or executive director when this information changes.

Additionally, the association has established a voice mail system that can be reached at (301) 762-7420. In an emergency, employees may call the system to obtain updated information.

When events warrant an evacuation of the building, you should follow the instructions of your center director or executive director or any other member of management. You should leave the building in a quick and orderly manner. You should assemble at the pre-determined location as communicated to you by your center director or executive director to await further instructions or information.

Please direct any questions you may have about the association's emergency procedures to your center director or executive director.

Substance Abuse

The association has vital interests in ensuring a safe, healthy and efficient working environment for our employees, their co-workers and the family(ies) we serve. The unlawful or improper presence or use of controlled substances or alcohol in the workplace presents a danger to everyone. For these reasons, we have established as a condition of employment and continued employment with the association the following substance abuse policy.

Employees are prohibited from reporting to work or working while using illegal or unauthorized substances. Employees are prohibited from reporting to work or working when the employee uses any controlled substance, except when the use is pursuant to a doctor's orders and the doctor advised the employee that the substance does not adversely affect the employee's ability to safely perform his or her job duties.

In addition, employees are prohibited from engaging in the unlawful or unauthorized manufacture, distribution, sale or possession of illegal or unauthorized substances and alcohol in the workplace including: on association paid time, on association premises, in association vehicles, or while engaged in association activities. Our employees are also prohibited from reporting for duty or remaining on duty with any alcohol in their systems. Employees are further prohibited from consuming alcohol during working hours, including meal and break periods.

Your employment or continued employment with the association is conditioned upon your full compliance with the foregoing substance abuse policy. Any violation of this policy may result in disciplinary action, up to and including discharge.

Consistent with its fair employment policy, the association maintains a policy of non-discrimination and reasonable accommodation with respect to recovering addicts and alcoholics, and those having a medical history reflecting treatment for substance abuse conditions. We encourage employees to seek assistance before their substance or alcohol use renders them unable to perform their essential job functions or jeopardizes the health and safety of themselves or others. The association will attempt to assist its employees through referrals to rehabilitation, appropriate leaves of absence and other measures consistent with the association's policies and applicable federal, state or local laws.

The association further reserves the right to take any and all appropriate and lawful actions necessary to enforce this substance abuse policy including, but not limited to, the inspection of association issued lockers, desks or other suspected areas of concealment, as well as an employee's personal property when the association has reasonable suspicion to believe that the employee has violated this substance abuse policy.

Although the state has legalized marijuana for medicinal purposes, the association is not required to allow the medicinal use of marijuana in the workplace. Use is strictly prohibited on association property and may result in discipline, up to and including immediate discharge.

This policy represents management guidelines. For more information, please speak to the human resources manager.

Receipt of Employee Handbook and Employment-At-Will Statement

This is to acknowledge that I have received a copy of the Rockville Day Care Association, Inc. Employee Handbook and I understand that it contains information about the employment policies and practices of the association. I agree to read and comply with this Employee Handbook. I understand that the policies outlined in this Employee Handbook are management guidelines only, which in a developing business will require changes from time to time. I understand that the association retains the right to make decisions involving employment as needed in order to conduct its work in a manner that is beneficial to the employees and the association. I understand that this Employee Handbook supersedes and replaces any and all prior Employee Handbooks and any inconsistent verbal or written policy statements.

I understand that except for the policy of at-will employment, the association reserves the right to revise, delete and add to the provisions of this Employee Handbook at any time without further notice. All such revisions, deletions or additions to the Employee Handbook will be in writing and will be signed by the human resources manager or the executive director of the association. I understand that no oral statements or representations can change the provisions of this Employee Handbook.

I understand that this Employee Handbook is not intended to create contractual obligations with respect to any matters it covers and that the Employee Handbook does not create a contract guaranteeing that I will be employed for any specific time period.

THIS ASSOCIATION IS AN AT-WILL EMPLOYER. THIS MEANS THAT REGARDLESS OF ANY PROVISION IN THIS EMPLOYEE HANDBOOK, THE ASSOCIATION OR I MAY TERMINATE THE EMPLOYMENT RELATIONSHIP AT ANY TIME, FOR ANY REASON, WITH OR WITHOUT CAUSE OR NOTICE. NOTHING IN THIS EMPLOYEE HANDBOOK OR IN ANY DOCUMENT OR STATEMENT, WRITTEN OR ORAL, SHALL LIMIT THE RIGHT TO TERMINATE EMPLOYMENT AT-WILL. NO OFFICER, EMPLOYEE OR REPRESENTATIVE OF THE ASSOCIATION IS AUTHORIZED TO ENTER INTO AN AGREEMENT— EXPRESS OR IMPLIED—WITH ME OR ANY EMPLOYEE FOR EMPLOYMENT FOR A SPECIFIED PERIOD OF TIME. ANY AGREEMENT TO EMPLOYMENT FOR A SPECIFIED PERIOD OF TIME WILL BE PUT INTO WRITING AND SIGNED BY THE HUMAN RESOURCES MANAGER OR THE EXECUTIVE DIRECTOR OF THE ASSOCIATION.

I understand that this Employee Handbook refers to current benefit plans maintained by the association and that I must refer to the actual plan documents and summary plan descriptions as these documents are controlling.

I have read and understand the Vacation Policy in this Employee Handbook.

Initials _____ Date _____

I also understand that if a written contract is inconsistent with the Employee Handbook, the written contract is controlling.

If I have questions regarding the content or interpretation of this Employee Handbook, I will ask the human resources manager or the executive director or a member of management.

NAME _____

DATE _____

EMPLOYEE
SIGNATURE _____