



INTERNAL MEMORANDUM

TO: ALL STAFF
FROM: DONALDA M. LOVELACE
CHIEF EXECUTIVE OFFICER
RE: PERSONNEL POLICIES

Thank you for joining Ardmore Enterprises. We hope that you will make a great contribution to our services for people with developmental disabilities. We look forward to this opportunity to work together to create a more successful agency. We also want you to feel that your employment with Ardmore will be mutually beneficial and gratifying.

This manual has been developed so that you have a ready reference for Ardmore's Policies and Procedures. You are responsible for reading and understanding this manual. Take time to study it carefully so the need for subjective decision-making on matters of policy will be eliminated. In addition, procedures properly applied will ensure uniformity throughout the various programs of the Agency.

This is not a contract of employment. It is intended only as a reference for Ardmore's current employment policies. Ardmore reserves the right to change its policies at any time without prior notice. Nothing in this manual is intended to affect the "at-will" status of any employee, or to create or imply a contract of employment.

Should you have any questions as to the interpretation of any policy or procedure, please discuss it with your immediate supervisor, as it is most important that we all have a consistent, full and complete understanding of personnel issues as they affect our agency. Such understanding will contribute to Ardmore being an enjoyable place for all of us to work.

I extend to you my personal best wishes for your success and happiness at Ardmore.

**ARDMORE ENTERPRISES, INC
PERSONNEL POLICIES MANUAL**

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SECTION 1
INTRODUCTION

1.1 PURPOSE OF THE MANUAL

This manual is intended to serve as a convenient reference and a general source of information about your employment with Ardmore Enterprises, Incorporated, (Ardmore) including your responsibilities, rights, privileges and benefits. Ardmore reserves the right to change its policies at any time without prior notice. Nothing in this manual is intended to affect the “at-will” status of any staff member, or to create or imply a contract of employment.

The personnel policies and procedures set forth in this manual are established for the mutual benefit of staff, clients, and Ardmore. As Ardmore’s mission is to promote and provide services that empower individuals who have developmental disabilities, interpretation of policies will hold that mission as the foremost criterion. These policies apply to salaried and hourly staff only.

These written policies should increase understanding, and thus eliminate the need for subjective decisions on matters of Agency-wide policy, and help to ensure uniformity in interpretation and application. Each Ardmore staff member should become familiar with this manual.

For those who are new staff members, you will find Ardmore an exciting challenge for professional development, and you will gain personal fulfillment in your role of aiding persons with developmental disabilities in this community to lead productive and happy lives.

1.2 ESTABLISHMENT AND AMENDMENT

The policies and procedures contained in this manual are approved and adopted by the Management of Ardmore. Except where it is specifically provided within the manual, Management must approve amendments to policies. Management may from time to time amend, modify, delete or add to any of the policies set forth herein. This manual is not intended to be a contract or part of a contractual agreement between Ardmore and its staff.

1.3 AUTHORITY TO EFFECT PERSONNEL ACTIONS

Authority to effect all personnel actions is vested in the Board of Directors (Board) who delegates the authority to the Chief Executive Officer. The Chief Executive Officer must approve all employment offers recommended by managers before any commitment is made to a prospective staff. This includes rate of pay approval.

1.4 EQUAL EMPLOYMENT OPPORTUNITY

Ardmore is an equal employment opportunity employer. Employment decisions are based on merit and company needs, and not on race, color, citizenship status, national origin, sex (including pregnancy, childbirth, and related medical conditions), sexual orientation, age, religion, creed, physical or mental disability, genetics, marital status, veteran status, political affiliation, or any other factor protected by law.

Equal employment opportunity notices are posted near employee gathering places as required by law. Additionally, they are posted in each home. This notice summarizes the rights of the staff to equal

opportunity in employment and lists the names and addresses of the various government agencies that may be contacted in the event that any person believes he or she has been discriminated against.

Management is primarily responsible for ensuring that Ardmore's equal employment opportunity policies are implemented, but all members of the staff share responsibility for assuring, through their personal actions, that the policies are effective and applied uniformly to everyone.

Any staff member, including managers, involved in discriminatory practices is subject to termination.

1.5 PHILOSOPHY OF AFFIRMATIVE ACTION

Since it is recognized that the effective utilization of qualified available persons requires more than a statement of policy, Ardmore is dedicated to a program of affirmative action. This program sets forth the important guidelines and procedures that are followed in providing equal employment and advancement opportunities on the basis of individual qualifications and job performance.

Ardmore's Affirmative Action Program is contained in a document separate from this manual. It is available to all staff and can be reviewed by them.

It is the policy of Ardmore to consider all applicants for employment on the basis of their individual qualifications and without regard to race, color, citizenship status, national origin, sex (including pregnancy, childbirth, and related medical conditions), sexual orientation, age, religion, creed, physical or mental disability, genetics, marital status, veteran status, political affiliation, or any other factor protected by law.

Applicants with disabilities must be able to perform the essential functions of the job for which they are applying, with or without reasonable accommodation, and cannot pose a direct threat to the health or safety of themselves or other staff.

1.6 CODE OF ETHICS

Because Ardmore provides services to individuals who traditionally have been devalued by our society and who continue to be at great risk of devaluation, it is perhaps more important than in other industries that staff accept responsibility for personal behavior and ethical job performance beyond the requisites of ordinary employment. It is expected that staff members will:

1. Carry out assignments in such a manner as to bring credit to him/herself and the corporation.
2. Refrain from personal and professional activities which might reflect negatively on the integrity of the corporation or the people it serves.
3. Refrain from activities which do or may create a conflict of interest.
4. Maintain confidentiality in all aspects of employment, to include but not limited to:
 - any information pertaining to the individuals served by Ardmore;
 - confidential personnel matters;
 - contract pricing or other contractor information.

5. Report any observed improprieties or fraudulent conduct, which may include but is not limited to:
 - Stealing or misusing Ardmore’s resources such as funds, supplies, contract-work inventory, or other assets;
 - Timesheet misrepresentation; or
 - Abuse or inappropriate activity with individuals served by or associated with Ardmore.
6. Refrain from:
 - Engaging in any type of business or financial transactions with clients or their families unless approved in writing by the Chief Executive Officer;
 - Any social or other contact with clients outside the normal course of job duties without approval from the department director; and
 - Engaging in any type of sexual activity with any persons served by this or any organization funded by the Maryland Developmental Disabilities Administration or the District of Columbia Department of Disabilities.
7. Refrain from engaging in sexual activity while on duty and/or on any Ardmore property.
8. Refrain from engaging in illegal activities.

Nothing in this Manual is intended to interfere with or restrain any staff member’s rights under the federal labor laws, including the right to engage in concerted activity and the right to discuss with others the terms and conditions of employment.

1.7 CONFLICT OF INTEREST

1.7.1 Policy

Ardmore maintains a code of conduct for its staff, volunteers, and agents that governs the performance of those granted significant independent decision making authority with respect to financial or other resources of the organization. Persons covered under this policy are hereinafter referred to as “interested parties.”

1.7.2 Conflict of Interest

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

1. Financial Interests - A conflict may exist where an interested party, or a relative or business associate of an interested party, directly or indirectly benefits or profits as a result of a decision made or transaction entered into by Ardmore. Examples include situations where Ardmore:
 - contracts to purchase or lease goods, services, or properties from an interested party, or a relative, or business associate of an interested party;
 - purchases an ownership interest in or invests in a business entity owned by an interested party, or by a relative or business associate of an interested party;

- offers employment to an interested party or a relative, or business associate of an interested party, other than a person who is already employed by the organization; or
 - is provided with a gift, gratuity or favor of a substantial nature, from a person or entity which does business, or seeks to do business, with Ardmore;
 - gratuitously provides use of facilities, property, or services to an interested party, or a relative or business associate of an interested party.
2. Other Interests - A conflict may also exist where an interested party, or a relative or business associate of an interested party, obtains a non-financial benefit or advantage that s/he would not have obtained absent his/her relationship with Ardmore, or where his/her duty or responsibility owed to Ardmore conflicts with a duty or responsibility owed to some other organization. Examples include:
- an interested party seeks to obtain preferential treatment by Ardmore for himself, or relative, or business associate;
 - an interested party seeks to make use of confidential information obtained from Ardmore for his own benefit, or for the benefit of a relative, business associate, or other organization; or
 - an interested party seeks to take advantage of an opportunity, or enable a relative, business associate or other organization to take advantage of an opportunity, which s/he has reason to believe would be of interest to Ardmore.

1.7.3 Disclosure of Actual or Potential Conflicts of Interest

An interested party is under a continuing obligation to disclose any actual or potential conflict of interest as soon as it is known, or reasonably should be known, and as such, shall complete a disclosure statement¹ to fully and completely disclose the material facts about any actual or potential conflicts of interest. The disclosure statement shall be completed upon his/her association with the organization, and shall be updated annually thereafter. An additional disclosure statement shall be filed at such time as an actual or potential conflict arises.

Disclosure statements completed by staff or volunteers with significant decision making authority shall be provided to the Chief Executive Officer. The Chief Executive Officer's disclosure statement shall be provided to the President of the Board.

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

1.7.4 Procedures for Review of Actual or Potential Conflicts - General

Whenever there is reason to believe that an actual or potential conflict of interest exists between Ardmore and a staff member, the Chief Executive Officer shall determine the appropriate organizational response.

¹ Attached as Appendix 1.7-A

Where the actual or potential conflict involves the Chief Executive Officer, the Board of Directors shall be responsible for reviewing the matter and may take appropriate action as necessary to protect the interests of the organization.

1.7.5 Procedures for Addressing Conflicts of Interest - Specific Transactions

Where an actual or potential conflict exists between the interests of Ardmore and an interested party with respect to a specific proposed action or transaction, the Agency shall refrain from the proposed action or transaction until such time as the proposed action or transaction has been approved by the appropriate entity.

An interested party who has an actual or potential conflict of interest with respect to a proposed action or transaction of the Agency shall not participate in, or be present during, the deliberations and decision making of the organization with respect to such action or transaction. The interested party may, upon request, be available to answer questions or provide material factual information about the proposed action or transaction.

The Board or the Chief Executive Officer may approve the proposed action or transaction upon finding that it is in the best interests of Ardmore, taking into consideration whether the terms of the proposed transaction are fair and reasonable to the Agency and whether it would be possible, with reasonable effort, to find a more advantageous arrangement with a party or entity that is not an interested party.

1.7.6 Violations of Conflict of Interest Policy

If the Board or Chief Executive Officer has reason to believe that an interested party has failed to disclose an actual or potential conflict of interest, the person shall be informed of the basis for such belief and be afforded an opportunity to explain the alleged failure to disclose.

If, after hearing the response of the interested party and making such further investigation as may be warranted in the circumstances, the Board or Chief Executive Officer determines that the interested party has, in fact, failed to disclose an actual or possible conflict of interest, appropriate disciplinary and corrective action will be taken.

1.8 SAFETY POLICY

1.8.1 General Policy

It is the policy of Ardmore to comply with all federal and local health and safety regulations and to furnish employment and a place of employment for each of its staff that is free from recognized hazards that cause or are likely to cause death or serious physical harm. Ardmore, in turn, expects each staff to comply with all established health and safety standards. Safety does not occur by chance. It is the result of careful attention to all operations by those who are directly and indirectly involved. Staff at all levels must work diligently to execute Ardmore's policies, maintaining safety and occupational health.

Regard for the safety of the general public, staff, and the individuals we support is an important responsibility at all levels of our company. We intend to prevent any human suffering. Accidents, even minor, cause pain, both physical and mental.

A safe operation is organized, clean, and efficient. If every staff member views accident prevention as critical to our operation, we will be in a better position to control accidents and improve the total performance of the agency. It is, therefore, of utmost importance that all aspects of our safety program are strictly adhered to and that the intent of this program is followed to the letter. Recommendations to improve our accident prevention program are encouraged.

1.8.2 Worksite Safety

Staff members are expected to maintain their work areas free of debris or potential hazards that may result in injury to their fellow workers or clients. Staff members in the homes are to maintain dry floors and wear shoes appropriate to assisting residents in their activities of daily living. Supervisors should inspect work areas periodically and identify unsafe conditions or work practices so they may be promptly corrected or alleviated. In the event that a staff member is injured, s/he should notify his/her immediate supervisor immediately and then secure authorization from Human Resources to immediately report to Concentra Medical Center or personal physician or hospital. Employees who suffer on-the-job injuries or illnesses may be entitled to Workers' Compensation benefits.

1.8.3 Evacuation Safety

Evacuation drills will be conducted periodically and without prior warning. Staff must be familiar with emergency evacuation safety procedures and treat each drill with seriousness. Proper adherence to these policies will help ensure everyone's safety in the events of a real fire or other incident.

1.8.4 Vehicle Safety

Vehicles owned by Ardmore are to be driven by authorized Ardmore personnel only and used only for legitimate Ardmore business. Staff are required to use seat belts and to ensure that all passengers use seat belts. No one is to smoke in Ardmore vehicles. Staff are prohibited from being in possession of or under the influence of alcohol or drugs while using an Ardmore vehicle.

Staff are prohibited from the use of any vehicle with known or obvious safety defects and prohibited from using a vehicle without a valid driver's permit and contrary to suspension or revocation. When driving an Ardmore vehicle, staff must adhere to all traffic rules and regulations and follow all safety measures to ensure the safety of his/her passengers.

In the event that an Ardmore vehicle is involved in an accident, regardless of any property damage or personal injury the authorized driver should immediately report the incident to his/her supervisor and then the police.

All rules related to use of Ardmore vehicles relates to personal vehicles when used for company business. In addition, personal vehicles shall be insured, currently registered and properly maintained.

Staff is prohibited from carrying passengers other than staff and clients unless approved in advance by their Director.

Violations of this policy are grounds for dismissal.

1.8.5 Personal Property

Staff members are advised to safeguard their personal belongings while at work. Ardmore bears no responsibility for damage to or loss of a staff member's personal property either in the residential homes, offices, vehicles, or other program areas. Personal items should never be left unattended or in plain view. Staff should immediately routinely secure personal items in their desks, offices, or lockers.

While Ardmore cannot assure responsibility for any losses employees might incur, it will conduct an investigation. Staff members who commit illegal acts such as theft or vandalism will be dismissed and may be prosecuted.

1.9 SUBSTANCE ABUSE

Substance abuse is a serious national crisis which has had a detrimental effect on the lives of many of our citizens and has exerted a negative effect on all facets of community life. Surveys indicate that as much as 15% of the workforce arrives each day under the influence of drugs or alcohol. Substance abuse affects businesses and agencies through increased injuries on the job, loss of productivity, decreased work quality and wasted dollars. Substance abusing staff may make impaired decisions, negatively effect their co-workers, and are not as alert as non-using staff members. The use of illegal drugs or alcohol in the workplace endangers the health, safety, and welfare of the individuals we support.

The Drug-Free Work Place Act of 1998 requires agencies with federal contracts of \$25,000 or more to maintain a program for achieving a drug-free workplace. Ardmore is in full support of this law and has instituted the following policies.

Ardmore will not hire anyone who is currently using illegal drugs. Staff members and clients are prohibited from unlawfully manufacturing, distributing, dispensing, possessing, using or being under the influence of any controlled substances or alcohol during their working hours or while they are at any Ardmore worksite or facility. All staff must report any drug conviction to their supervisor within five days of the conviction. Ardmore in turn will notify its contracting agencies of the conviction, and take appropriate disciplinary action.

A prescribed drug will be considered the same as an illegal drug if the prescribed drug is being abused or is being used other than in strict accordance with the prescription. If proper use of a prescribed drug is likely to affect a staff member's behavior or ability to perform his/her job efficiently and safely, the staff member must notify his/her supervisor.

Any staff member, volunteer or visitor to an Ardmore worksite or facility who is determined to be under the influence of drugs or alcohol will be required to leave immediately.

All directors and supervisors are responsible for adherence to, and implementation, enforcement and monitoring of, Ardmore's policy on substance abuse.

Should Ardmore observe any violation of its substance abuse policy, or receive reliable information that such a violation has occurred, Ardmore will take prompt disciplinary action against the staff member involved and may refer the matter to appropriate law enforcement authorities. As a condition of employment, all staff members are required to acknowledge receipt of the policy in writing, such acknowledgment will be placed in their personnel files.

1.9.1 Education and Voluntary Admission of Substance Abuse

Ardmore will educate and inform its staff about its substance abuse policy, the dangers of drug and alcohol abuse in the workplace and the community at large, availability of drug and alcohol abuse counseling programs, rehabilitation information, and penalties that may be imposed upon staff members for drug and alcohol abuse violations.

Any staff member who voluntarily informs his or her supervisor that he/she needs assistance for a substance abuse problem will be given the opportunity to seek confidential rehabilitation. Supervisors shall take care that counseling or rehabilitation for drug, narcotic, and/or alcohol abuse will have no influence on performance evaluations. Job performance and compliance with Ardmore policies and procedures, not the fact that a staff member seeks counseling, shall be the basis of all performance evaluations. However, continued unacceptable job performance, attendance and/or behavior problems shall result in disciplinary action, up to and including termination.

Should a staff member elect to undergo rehabilitation, s/he will be subject to policies regarding leave as outlined in the Ardmore Personnel Policy. Upon completion of an in-patient rehabilitation program longer than 3 days, the staff member may return to work provided a signed medical certificate is presented to his/her supervisor stating that the staff member is capable of performing his/her duties, and provided Ardmore is otherwise satisfied that the staff member is not currently using illegal drugs and does not pose an immediate threat to him/herself, to other staff members, to clients, or to members of the public. Ardmore reserves the right to subject a returning staff member to periodic or random drug testing. If the staff member resumes illegal drug use, he/she will be subject to termination.

1.10 HEPATITIS B POLICY

Ardmore has developed an Exposure Control Plan and training program for all staff in accordance with applicable Federal and State guidelines on bloodborne disease. Training is provided on the first day of hire for new staff and a review is done once a year for all other staff. A copy of the Exposure Control Plan is maintained in the office of the Program Director for each division for review upon request. The Exposure Control Plan includes methods of compliance with the standards, information about the Hepatitis B Vaccination program, pre/post-exposure follow-up protocols, communication about potential hazards, and record keeping. Staff is instructed to observe universal precautions so to avoid occupational exposure when providing personal hygiene cares or administering first aid as a collateral duty.

Hepatitis B vaccinations and post-exposure evaluations are available at no cost to staff.

Any staff member observed not utilizing basic universal precautions, which include, but are not limited to: proper hand washing; wearing appropriate personal protective equipment (i.e., gloves, mask, etc.) when providing specified personal hygiene care, administering first aid, and/or during decontamination of an area/object; is subject to disciplinary action up to and including termination.

1.11 DRESS CODE

Ardmore is a professional non-profit organization that strives to provide excellent services to individuals with disability. In providing such services, it is the policy of Ardmore to conduct business professionally, which includes staff attire. A neat, tasteful and clean appearance contributes to the positive impression made on our clients and the general public.

All administrative staff, directors, coordinators, nurses, and other personnel who are responsible for greeting the public are expected to dress in professional or business casual attire. Professional dress includes business suits or blazers and dress pants or business dress skirts (of appropriate length), or dress pants with blouses and dress shoes. Business casual offers staff the option of any of the above professional level dress, in addition to more casual clothing such as dresses; skirt and blouse; neatly pressed slacks with long or short sleeved collared or banded dress shirt, blouse, or collared Polo; and skorts with jacket, vest or blazer. Neatly pressed jeans and athletic shoes are only acceptable on Fridays or for a company picnic.

All direct support (day, residential, and transportation) and other staff are expected to maintain a casual but professional appearance. Staff employed in such positions should discuss the appropriate attire for the type of work they perform with their supervisor. At a minimum, clean non-faded jeans or matching sweat suit outfits, and clean athletic shoes may be worn. High heeled shoes (over 1 ½ inches) are prohibited for safety and insurance reasons. If your direct support position requires you to represent the Agency in the community you may be held to the administrative policy.

The following are not appropriate at any time: bandanas; leggings; stretch, stirrup, or sweat pants; spandex or other form fitting pants; flip-flops or beach type shoes; hats; revealing clothing (see-through, navel showing); spaghetti straps without a jacket; worn or graphic tee-shirts (profanity, references to drugs or alcohol, or inflammatory messages); shorts (except residential staff on picnics, must be no higher than four inches from the knee); and extra large clothing that may interfere with job duties.

If your supervisor feels your attire and/or grooming is inappropriate, you may be asked to leave your workplace until you are properly attired and/or groomed. Employees who violate dress code standards may be subject to appropriate disciplinary action.

1.12 IMMIGRATION COMPLIANCE

All offers of employment are contingent on verification of eligibility to accept employment in the United States. On your first day of work you will be asked to provide original documents verifying your right to work and, as required by federal law, to sign Federal Form 1-9 - Employment Eligibility Verification Form

(rev. 4-3-09). If, at any time, you cannot verify your right to work in the United States, Ardmore may be obligated to terminate your employment.

1.13 SOLICITATION

In an effort to ensure a safe, productive and harmonious work environment, persons not employed by Ardmore may not solicit or distribute literature in the workplace at any time for any purpose. Ardmore recognizes that staff may have interests in events and organizations outside the workplace. However, staff may not solicit or distribute literature concerning these activities during working time. Working time does not include lunch periods, work breaks, or any periods in which staff are not on duty.

In addition, the posting of written solicitations or literature on company bulletin boards is restricted. These bulletin boards display important information, and employees should consult them frequently for:

- Affirmation action statements
- Employee announcements
- Internal memoranda
- Organization announcements
- Legal and regulatory announcements.

If staff have information of interest to the workplace, they may submit it to their department director, or to Human Resources for approval. Human Resources will ensure that approved literature is posted.

SECTION 2

STAFF STATUS AND BENEFITS

2.1 CATEGORIES OF EMPLOYMENT

Ardmore staff are classified in several different and possibly overlapping categories of employment. An explanation of each category follows.

2.1.1 Introductory Staff

These are as follows:

- A. Newly employed, having worked for the organization not more than 90 calendar days;
- B. Former staff who were rehired and have been active for not more than 90 calendar days;
- C. Former part-time staff who have been in full-time status not more than 90 calendar days.

The introductory period is intended to give new staff the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. Ardmore uses this period to evaluate staff capabilities, work habits, and overall performance. Either the staff member or Ardmore may end the employment relationship at will at any time during or after the introductory period, with or without cause or advance notice. Any significant absence will automatically extend an introductory period by the length of the absence. At a superior's discretion, an introductory period may be extended up to 120 days if it is believed that the initial period has not allowed sufficient time to thoroughly evaluate the staff member's performance. Extensions beyond 120 days will not be permitted without the express permission of the Chief Executive Officer.

2.1.2 Regular Staff

Regular staff are those who have worked full-time at least thirty (30) hours per week or more and who have completed 90 calendar days of uninterrupted full-time employment, except where an introductory period is extended. The fact that a staff member has passed his/her introductory period does not alter the at-will employment status.

2.1.3 Temporary Staff

Temporary staff are those who are employed for a limited period of time. Included are individuals who are available to be called to work in order to fill in for regular staff who are absent due to vacations, sickness and/or other reasons. Temporary staff are not eligible for benefits.

2.1.4 Part-time Staff

Part-time staff members are those who customarily work less than thirty (30) hour per week. Part-time staff members are subject to a 90 calendar day introductory period. They may be able to participate in Ardmore's benefit plans, subject to eligibility and other provisions contained in plan documents.

2.1.5 Exempt Staff

Exempt staff are not covered by the Fair Labor Standard Act and do not receive overtime pay for hours worked in excess of the regular schedule. Any salaried staff member employed in a bona fide executive, administrative, or professional position, whose primary responsibilities fall in one or more of these categories, is considered exempt.

2.1.6 Non-Exempt Staff

Non-exempt staff perform work other than executive, administrative, and/or professional, as defined by the Fair Labor Standard Act, and receive extra pay for overtime work, as legally required.

2.2 RESIDENTIAL STATUS

Employment in the residential homes does not constitute a landlord-tenant relationship, and as such staff may be removed or transferred at any time at the sole discretion of Ardmore. Failure to leave Ardmore's properties upon termination or after transfer will be considered a trespass and will be prosecuted to the full extent of the law.

SECTION 3

INDUCTION AND ORIENTATION PROCEDURES

3.1 INDUCTION

The induction process includes the completion of all necessary paperwork for employment.

3.1.1 Selection For Employment

All candidates for employment with Ardmore are required to complete an employment application. If warranted by relevant work experience and other applicable information on the employment application, an interview will be conducted. Personal and professional references will be checked before an applicant can be considered for employment.

3.1.2 Pre-Employment Physical Exam

All offers of employment to Transportation Department staff and to staff in District of Columbia-funded homes are conditional on the applicant's passing a physical examination.

3.1.3 Criminal Background Check

Maryland state law requires a criminal background check for all staff. Applicants are required to complete the necessary documents prior to consideration for employment.

Applicants working with children are required to submit a CJIS background clearance. Ardmore will not knowingly employ any individual convicted of child abuse or neglect.

3.1.4 Pre-employment Drug Testing

All candidates selected for possible employment must undergo drug testing at an Ardmore approved facility. In the case of a positive first test, the candidate may request, and must pay for, a second confirming test. If negative, Ardmore will reimburse the candidate for the confirming test.

Ardmore conducts all drug testing in accordance with applicable Maryland law.

3.1.5 Special Requirements

Specific requirements mandated by the State of Maryland and the District of Columbia for certain positions may include, but are not limited to:

- First Aid and CPR certification
- Medication Administration certification
- Valid Class CDL drivers license
- Valid driver's license
- Evidence of a degree or license
- Annual physical examination
- Mandated COMAR training
- Communicable diseases training
- Annual TB testing
- Child Protective Services clearance (Applicants for children's programs only)

Mandated District of Columbia training

Ardmore assumes the cost for First Aid, CPR, and Medication Administration certification. Employment is contingent on the applicant meeting all such requirements.

3.1.6 Employment of Former Staff, Friends, and Relatives

Staff are encouraged to inform their friends of positions as they become available and/or are announced by Human Resources.

Relatives of staff may be considered for employment, except that, in no case may one relative supervise another, or be employed in the same Ardmore program, unless that program contains more than one location. The word "relative" as used here includes any person to whom a staff member is related by blood or marriage, as well as any life partners or individuals otherwise involved in a personal relationship.

Staff who leave Ardmore in good standing may be eligible for re-employment.

3.1.7 Verification of Receipt of Policies

All staff are given a copy of Ardmore's personnel policies and his/her job description when hired. Staff are required to sign a form stating they have received and reviewed the personnel policy.

3.2 ORIENTATION

3.2.1 General

It is the policy of Ardmore to welcome new staff members and to provide necessary information regarding the organization. Orientation begins the first day of employment, and includes a range of topics, including the goals, objectives, purposes, benefits, and expectations of the organization, as well as introductory training modules related to working with people who have developmental disabilities.

The purpose of this orientation is to acquaint new staff with the basic information needed to begin working. It is not a substitute for the detailed orientation to duties, specific job descriptions, discussion of personnel policies and procedures, and other specific matters which are covered with the new staff member by the supervisor. It is, however, an effort to provide each new staff person with an overview of Ardmore's programs and general operations, and represents an introduction to the organization which, in conjunction with the supervisor's detailed orientation, should provide the optimal preparation for beginning a period of service with Ardmore.

Each staff will be assigned to a direct supervisor. Staff are expected to follow the established chain of command except when reporting sexual or other harassment by a direct supervisor.

3.2.2 Paperwork Requirements

Each new staff member is required to complete all required paperwork within three days of beginning employment, including –

- I-9 (rev. 4-3-09), together with legally sufficient evidence of the staff member's eligibility to work in the United States;
- IRS Form W-4 and state forms MW507, VA-4 or D-4;
- IRS Form W-5 for staff members who qualify for the earned income credit;
- Direct deposit form for staff members who elect to have their pay deposited directly to their bank accounts (STAFF MEMBERS ARE STRONGLY URGED TO PARTICIPATE IN ARDMORE'S DIRECT DEPOSIT PROGRAM);
- Benefit plan enrollment forms for eligible staff members who elect to participate; and
- Receipt for a copy of this Manual.

Each staff member is responsible for assuring that personal information on file with Ardmore is up-to-date. This includes home address and phone number, emergency contact, wage withholding information as shown on Form W-4, beneficiary of benefit plans, and the names and birthdates of participants in health insurance plans. Failure to keep this information up-to-date could cause loss or delay of benefits.

In compliance with federal and state law, within 20 days after a newly-hired or re-hired staff member begins work, Ardmore will file with the appropriate state agency a Report of New Hire for inclusion in the state Directory of New Hires.

SECTION 4

WORKING HOURS, ATTENDANCE, OVERTIME, AND PAYDAY

4.1 NORMAL WORK SCHEDULE

The normal working hours within each work-week is 35.5 hours at the Mitchellville sites, with daily hours of 8:30 a.m. to 4:30 p.m. For Mitchellville staff providing direct support, no official lunchtime is established; therefore, they work from 8:30 a.m. to 4:00 p.m. for 37.5 hours per week. All other staff members shall take a 54-minute unpaid lunch break.

The Ardmore work-week runs from 12:01 a.m. Sunday, through 12:00 midnight the following Saturday, a period of seven consecutive days (168 hours). With the exception of some routines in Residential and Transportation services, and some Supported Employment sites, regular staff are normally expected to work a five-day week, Monday through Friday.

The nature of our work from time to time requires exempt staff to maintain more flexible hours than those listed above. Exempt staff are expected to make the required adjustments without further compensation. Non-exempt staff will be compensated for those hours in accordance with applicable law.

4.1.1 Residential Staff

Staff working in the houses will be assigned hours based on the needs of the individual residents and to ensure smooth operation of the home. The hours agreed upon and may vary from time to time to meet the changing needs of the residents.

4.2 ATTENDANCE

Client services and program commitments can be seriously impaired by recurrent absenteeism and tardiness, which may, therefore, result in strict penalties such as suspension from duty without pay, disqualification for promotion, and discharge. Every staff member is expected to be present during established hours of duty for his/her position unless granted permission to be absent. It is recognized, however, that there are times when absence and tardiness are unavoidable.

If for any reason, including illness and emergency, a staff member is unable to report to duty at the regular starting time, a call must be placed to the immediate supervisor at the earliest possible time, but in no event later than one hour before the staff member's regular starting time. If illness, injury, or other compelling reason is such that the staff member cannot place the call personally, a family member, and/or friend may make the call. However, it is the staff member's responsibility to ensure that the call is actually made. A call made to co-workers is not acceptable and may result in disciplinary action.

4.3 OVERTIME PAYMENTS

Overtime will be paid to non-exempt staff in accordance with applicable federal law. Regular hourly rates will be paid for work through 40 hours in any given work week; time and one-half will be paid for work beyond that. Time and one-half will be paid for coverage on approved holidays, as described in the section on Holidays, even if the staff may have worked less than 40 hours in that work-week.

Overtime must be authorized by the Program Director except in emergency situations. In these cases, the overtime worked must be reported to the staff member's supervisor the next business day. Supervisors are responsible for using all available alternatives prior to assigning a staff member a task that will put the staff member in an overtime situation.

4.4 PAYDAY

All staff are paid every two weeks, and are strongly encouraged to enroll in Ardmore's direct deposit program. For the initial month while the direct deposit is processed, payment may be made by check.

Payday will normally occur every other Friday for work performed through the preceding workweek. In the event that Friday is a holiday, staff will be paid the preceding Thursday. If the Thursday is also a holiday, staff will be paid on the preceding Wednesday.

Payroll is administered by an outside computerized payroll agency. Failure to submit time sheets on the date due will result in extremely late paychecks and may result in disciplinary action.

SECTION 5

LEAVE POLICIES

LEAVE POLICIES

Permission to be absent from duty is called “leave.” A discussion of the various categories of leave available to Ardmore staff follows:

5.1 ANNUAL LEAVE

5.1.1 Use and Limitation

Paid leave in this category is provided, with proper authorization, for the purpose of vacation or personal business. A written application for annual leave must be submitted by the staff member to his/her supervisor at least 2 weeks in advance, unless extenuating circumstances prevent sufficient notice. Supervisors always balance work demands within their areas of responsibility with the personal needs of their staff members before approving or disapproving an annual leave request.

The amount of time a staff member may be absent under paid annual leave status is limited by the amount of annual leave which has been credited to his/her account. Absences for vacation or other personal reasons, which will exceed the amount of available annual leave, will be treated as a special situation requiring advance approval of the Chief Executive Officer. An absence of this type ordinarily will be regarded as leave without pay.

5.1.2 Accrual Rate

Staff hired after June 30, 2004 will accrue annual leave based on the following schedule:

- 10 days per year for staff with less than 3 full years of service
- 15 days per year for staff with 2 but less than 7 full years of service
- 20 days per year for staff with more than 7 full years of service

Staff hired after June 30, 1990 will accrue annual leave based on the following schedule:

- 10 days per year for staff with less than 2 full years of service
- 15 days per year for staff with 2 but less than 6 full years of service
- 20 days per year for staff with more than 6 full years of service

Staff hired prior to July 1, 1990 will accrue 30 days of annual leave for each full year of service.

Staff may not carry more than 35 days of annual leave past the end of any calendar year without the prior written approval of the Chief Executive Officer, and such approval will be granted only in extraordinary circumstances.

It is Ardmore’s general policy to pay up to 35 days of accrued but unused annual leave at termination or retirement, except as otherwise provided in Section 9.5 of this Manual.

5.1.3 New Staff 90-Day Restriction

New staff earn, but may not use, annual leave during the first 90 calendar days of employment. When the 90 day period is completed; credit is given for annual leave which has accrued during that period,

and is then available in accordance with applicable policies. Staff leaving Ardmore before 90 days, or before successfully completing the introductory period, will not receive payment of any kind for accrued leave.

5.1.4 Part-time

Part-time staffs accrue annual leave at rates equal to one-half the rate of full-time staff of the same tenure.

5.1.5 Temporary Staff

Temporary staff can be employed for a limited period of time. Such staff members are compensated on an hourly rate basis and are not eligible for any paid leave as a fringe benefit.

5.2 SICK LEAVE

5.2.1 Use and Limitation

“Sick leave” is defined as authorized absence from work by reason of illness or accident. Sick leave may be used for medical, dental, optical treatment and/or examination. Additionally, sick leave may be used when a family member who lives with the staff member has a contagious illness or an injury, and the staff member is required by the attending physician to remain off the job.

At the discretion of the supervisor, a medical certificate may be requested for any period of absence in excess of three (3) consecutive working days, or for absences of less than three (3) days when warranted by review of the staff member’s history of sick leave use. Absence of any length may require a medical statement to insure that the staff member is healthy and able to return to work.

Sick leave is not granted for non-medical reasons such as vacation or personal business. Annual leave may be substituted for sick leave in the event of illness, accident, and/or medical appointments in situations where sick leave credit is exhausted and annual leave is available to the staff member.

5.2.2 Accrual Rate

All staff accrue sick leave at a rate of 10 days per year.

Staff may not accrue more than 90 sick days. When that number have accumulated, accrual stops until leave use reduces the hours, at which time accrual resumes up to 90 days.

Sick leave is not cashed out on termination of employment.

5.2.3 New Staff 90-Day Restriction

Regular staff earn, but may not use, sick leave during the first 90 calendar days of employment. Eligibility to use earned sick leave is not granted until successful completion of the 90 day period.

5.3 MATERNITY

Staff absence due to pregnancy, childbirth, or related medical conditions are generally treated the same as any other temporary disability. Leave under the Family and Medical Leave Act (FMLA) may be available to eligible staff in connection with childbirth, (See Section 5.11 of this Manual for a more thorough explanation of FMLA) except as provided by the FMLA, Ardmore does not grant paternity leave.

5.4 BEREAVEMENT LEAVE

Upon the death of a spouse, child, mother, father, brother or sister, a staff member will be granted up to two (2) bereavement days with pay each year. An additional three (3) days may be charged to sick leave each year.

Bereavement leave is not accumulated from one year to the next, nor paid upon termination or retirement.

No bereavement leave with pay is granted during the first 90 days of employment.

5.5 MILITARY LEAVE

In compliance with the Uniformed Services Employment and Re-Employment Rights Act (USERRA), Ardmore grants leave without pay to any staff called to active duty with any of the U.S. uniformed services. To be eligible for USERRA, the staff member must notify Ardmore, in writing, that s/he has been called to active duty, unless the staff member is precluded from doing so by military necessity or it is otherwise impossible or unreasonable to do so. Staff members called to active duty should contact the Chief Executive Officer for further information as to their rights and responsibilities under USERRA.

A staff member who is a member of a U.S. reserve military organization or State National Guard, and attends a regular military training camp, will be given necessary time off without pay for such training. (Annual leave may be used in accordance with Section 5.1 of this Manual if the staff member so chooses.)

5.6 JURY DUTY/COURT ATTENDANCE

Ardmore encourages staff members to fulfill their civic obligation to serve as jurors when summoned. Ardmore will not discharge, threaten to discharge, intimidate, or coerce any staff member by reason of such jury service, or the attendance or scheduled attendance in connection with such service.

A staff member who is officially summoned in writing to serve on a jury or to testify as a witness in court or at a deposition, or a staff member who wishes to attend a criminal proceeding pursuant to a victim's right law, must promptly notify his/her supervisor and submit a copy of the summons or notice of hearing. Staff members are placed on administrative leave during the period of absence and paid regular salary based on the normally scheduled work week (overtime will not be paid for hours spent in court), provided that a certificate from the court is presented, through the Program Director, to the

Chief Executive Officer verifying that the staff member performed jury duty or was otherwise in attendance in court. Any compensation received by the staff member for such jury service or court attendance must be turned over to the Ardmore Business Office. Staff are expected to report to work when released from court if a majority of the regular workday remains at the time of release.

The policy of granting administrative leave for compulsory court attendance does not apply when the staff member is a party to the legal proceeding and is testifying in or attending his or her own case, or is testifying as an expert witness. In those circumstances, the staff member must make arrangements with his or her supervisor to take annual leave or leave without pay.

5.7 ADMINISTRATIVE LEAVE

Occasion may require that staff be granted time away from their regular duties. Such excused paid absence is generally referred to as “administrative leave.” Requested administrative leave may be approved on an individual basis for special activities that are closely related to the principles and primary goals of Ardmore, and have to be performed outside of regular hours or the normal place of duty. Administrative leave is separate from, and is not charged against, any other form of leave.

5.7.1 Meetings

Participation in outside meetings or attendance at seminars conducted by professional organizations of which the Ardmore staff member is a member is one way to use administrative leave, provided that such attendance will enhance skills and contribute to improved job performance, or in other way be of direct benefit to Ardmore.

5.7.2 Worker’s Compensation

Upon determination of eligibility by the Worker’s Compensation benefits administrator, medical examination and initial treatment of a non-disabling injury incurred in the performance of duties (on-the-job-injury) will be paid.

Before Worker’s Compensation wage benefits are paid, the staff member who has eligibility for such benefits will be paid the full amount of his/her salary during the period away from work (usually three consecutive days) for medical treatment and recuperation without charge to sick or other leave. An injured staff member who receives Worker’s Compensation benefits may not be paid annual or sick leave for the same period, however, may elect to supplement such benefits up to his/her full regular salary by drawing upon a sufficient amount of available sick and annual leave to make up the difference. Such an arrangement may continue until all accrued sick and annual leave are exhausted.

5.7.3 Tardiness

Tardiness resulting from area-wide hazardous weather conditions or other disruption of public or private transportation, and causing temporary closure of Ardmore day program facility for all or part of a day, may also be considered administrative leave for day program staff at the discretion of the Chief

Executive Officer. Charges to annual leave (minimum of ¼ hour) will be made in any situation where tardiness occurs for a reason which is not covered by the administrative leave policy stated above.

5.7.4 Investigations

In the event there is an allegation of neglect or abuse of a client by staff, the staff member will receive pay while not working until the investigation is complete.

5.8 INCLEMENT WEATHER FOR DAY AND TRANSPORTATION SERVICES

If Prince George's County Schools are closed due to conditions created by inclement weather or other disruption of public or private transportation, then Ardmore's day program facility is closed to program participants.

Staff shall follow directions from their supervisor as to their work schedule, according to the options outlined below. The option exercised is contingent upon the severity of the conditions and resulting impairment to the conduct of normal operations. The authority to decide which option shall be exercised is vested in the Chief Executive Officer.

5.8.1 Option I

Ardmore administrative and day program operations are closed. Neither program staff nor persons served should report. Staff will be granted administrative leave.

5.8.2 Option II

Persons served in Ardmore day program should not report, but all staff are expected to report for duty. Requests to use annual leave will be approved.

5.8.3 Option III

In cases of late opening for Prince George's County Schools, day operations will follow the designated delay time in each instance. All staff and persons served are expected to report. Staff are to report 30 minutes prior to the designated late opening time for persons served. Administrative leave will be granted for the period between the normal and actual reporting time for all staff who report within 30 minutes prior to the designated late opening time.

5.8.4 Option IV

In the event of early closing for Ardmore operations, administrative leave will be granted for the remainder of the work-day for those who reported and left at the designated times.

Because of the unique nature of residential and supported employment services, this policy shall not apply to those programs, nor to staff assigned to transport supported employment clients.

5.8.5 Transportation Staff Compensation

On days when Ardmore is closed due to inclement weather or other disruption of public or private transportation, transportation staff will be paid for 4 hours. Transportation staff who report to work for the supported employment program will be paid time-and-one-half for each hour worked.

5.8.6 Notice of Closing

In case of extremely adverse weather conditions, notice of closing for clients may be heard on local TV or radio stations. In all cases, staff should be in contact with their supervisor for specific instruction.

5.9 HOLIDAY LEAVE

Regular and part-time day program, administrative, transportation, and residential exempt staff will be compensated at their regular wage rates for the following Holidays:

Christmas Day and New Year's Day*	Independence Day
Martin Luther King's Birthday	Labor Day
Presidents' Day	Thanksgiving & the Day after
Memorial Day	

*At the discretion of the Chief Executive Officer, Ardmore may be closed for additional days. Decision will be based on fiscal and contract work considerations.

A schedule of holiday dates is released to all staff at the beginning of each fiscal year. Staff should review this schedule carefully in order to determine closings for holiday observances. Holiday closings may occur on days other than the holiday.

Holiday leave will be paid when the holiday falls within any pay period of approved paid annual or approved sick leave, or on the day immediately prior or subsequent to such approved paid leave period, provided there is a return to duty after the sick or annual leave of absence.

Holiday leave will not be paid when an absence occurs the day(s) prior to or after the holiday, unless a doctor's certificate is provided, certifying that the absence was for legitimate medical reasons. Compensation will not be made for holidays which fall within a period of authorized or unauthorized leave of without pay.

5.9.1 Transportation Staff Compensation

Non-exempt transportation staff shall be paid for 4 hours on approved holidays. Transportation staff who transport individuals on holidays will be paid at a rate of time-and-one-half for each hour worked.

5.9.2 Residential Staff Compensation

Residential services is a 365 day, 24 hour program. Non-exempt staff (counselors/co-residents/aides) will be compensated at one-and-one-half times their base pay rate when they work on the following holidays:

Christmas Day	New Year's Day	Labor Day
New Year's Eve	Independence Day	Thanksgiving Day

Residential staff that are not on duty on the date of the actual holiday will not be compensated.

5.9.3 Supported-Employment Staff Compensation

Staff will follow the holiday schedule of the business at which they are stationed. All non-exempt supported employment staff that are required to work on the following holidays will be compensated at a rate of time-and-one-half for hours worked.

Christmas Day	Memorial Day
Labor Day	Thanksgiving Day
New Year's Day	Independence Day
Thanksgiving Day	Martin Luther King's Birthday

5.10 LEAVE OF ABSENCE WITHOUT PAY

5.10.1 Definition

Any authorized absence from duty in a non-paid status, other than approved FMLA leave, is considered a leave of absence. The Chief Executive Officer must approve all requests for leaves of absence.

5.10.2 Eligibility

A leave of absence will be considered only for regular staff with at least two years of service. Such leave will be granted in special cases for limited purposes, such as cases of serious illness, maternity, and/or accident extending beyond the staff member's accumulated sick and annual leave. In non-illness situations, a leave of absence will not commence until all accrued annual leave has been depleted. Annual and sick leave will not accrue during a leave of absence.

Except in emergency situations, requests for a leave of absence must be submitted to the Chief Executive Officer, through the supervisor and in writing, at least 30 days prior to the date when the leave is to begin. If a staff member fails to properly request a leave of absence, or does not return to duty on the day the approved period ends, such failure will be considered an abandonment of position and result in automatic termination of employment.

5.11 FAMILY AND MEDICAL LEAVE ACT OF 1993 (FMLA)

5.11.1 Definitions

Under the provisions of the FMLA, a staff member who has been employed for at least 12 months and worked at least 1,250 hours during the immediate previous 12 month period, is entitled to up to 12 work weeks of unpaid leave during any 12 month period for one or more of the following reasons:

- A. Birth of a child of the staff member, and in order to care for such child;
- B. Placement of a child with the staff member for adoption or foster care;
- C. To care for spouse, child, or parent of the staff member if such spouse, child, or parent has a serious health condition; or
- D. A serious health condition that makes the staff member unable to perform his/her job functions; or
- E. To address certain “qualifying exigencies” when a staff member has a spouse, son, daughter, or parent on active duty or called to active duty status in the National Guard or Reserves in support of a contingency operation.

FMLA also permits eligible staff members to take up to 26 weeks of unpaid leave per year to care for a covered service member (defined as a current member of the Armed Forces, including a member of the National Guard or Reserves), who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties and for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

The following are defined for purpose of this policy:

PARENT: The biological parent of a staff member, or an individual who stood in loco parentis to a staff member when the staff member was a child.

CHILD: The biological, adopted or foster child; stepchild; or legal ward of a person standing in loco parentis, who is less than 18 years of age, or 18 years and older and incapable of self-care because of mental or physical disability.

SPOUSE: A husband or wife of the staff member.

QUALIFYING EXIGENCY:Includes attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

5.11.2 Leave Taken Intermittently or on a Reduced Schedule

Leave under subparagraph (A) or (B) shall not be taken intermittently unless approved by the Chief Executive Officer. Leave may be taken intermittently or a reduced schedule approved for reasons noted in subparagraph (C) or (D) based on planned medical treatment, however, Ardmore may require such staff member to transfer temporarily to an alternate position that better accommodates recurring periods of leave or schedule reduction. Leave for qualifying exigencies under subparagraph (E) may also be taken intermittently.

5.11.3 Relationship to Paid Leave

Ardmore requires staff to use accrued sick and annual leave for any portion of the 12 weeks FMLA leave. Use of such leave while out of work for qualifying FMLA reasons will not increase the amount of FMLA leave during any 12 month period.

5.11.4 Duties of Staff Member

If the need for leave can be foreseen, the staff member shall provide his/her supervisor with no less than 30 days notice before the date leave is to begin, or if this is not practical, the staff member shall provide such notice as soon as is practical.

In case of treatment for a serious health condition (C) and (D), the staff member shall make every reasonable effort to schedule the treatment so as not to unduly disrupt Ardmore operations.

5.11.5 Spouses Employed by Ardmore

In the case where a husband and wife entitled to FMLA leave are both employed by Ardmore, the number of work-weeks of leave are limited to a combined total of 12 during any 12 month period if such leave is taken under subparagraph (A) or (B), or to care for a sick parent under subparagraph (C).

5.11.6 Certification

Ardmore requires that a request for FMLA leave be supported by certification issued by the health-care provider of the staff member, or the child, spouse, or parent of the staff member, as appropriate. The certificate must indicate the date on which the serious health condition commenced, the probable duration of the condition, and the appropriate medical facts within the knowledge of the health-care provider regarding the condition.

For leave specific to care of a qualifying family member, the certificate must include an estimate of the time that such staff member is needed to care for the respective family member. For a medical condition of the staff member, the certificate must state that said staff member is unable to perform the functions of his/her position.

Certification for intermittent leave or a reduced schedule due to planned medical treatment must also include the expected dates and duration of such treatment(s).

Ardmore may require the staff member to obtain subsequent re-certification on a reasonable basis.

5.11.11 Second Opinion

If Ardmore has any reason to question the appropriateness or conclusion, or to doubt the validity of certification provided, Ardmore may require, at Agency expense that the staff member obtain the opinion of a second health-care provider who is designated or approved by both the staff member and Ardmore. In the case of conflicting determinations, the opinion of a third health-care provider may be required. Any third opinion shall be considered final and binding on Ardmore and the staff member.

5.11.12 Restoration to Position

Staff members are entitled, upon return from FMLA leave, to be restored to the position held before the leave commenced, or be restored to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment.

When FMLA leave is taken because of the staff member's own serious health condition, Ardmore requires the staff member to present a fitness-for-duty certification from his or her health care provider.

5.11.13 Limitations

Nothing in this section shall be construed to entitle any restored staff member to the accrual of seniority or benefits during any period of leave. Ardmore requires that the staff member on leave report monthly on his/her status and intention to return to work.

Ardmore may deny FMLA leave to a staff member who is among the highest paid 10 % of Ardmore's staff if such denial is necessary to prevent grievous economic injury to Agency operations. Ardmore will notify the staff member of its intent to deny leave on this basis.

5.11.14 Maintenance of Health Benefits

Ardmore will continue coverage of health benefits under the same conditions coverage would have been provided if the staff member had continued in employment continuously for the duration of leave. Should a staff member not return to work after exhaustion of FMLA leave, Ardmore has the right to recover any amounts paid for health insurance coverage during the leave period.

5.12 ELECTION DAY LEAVE

For any staff member who claims to be a registered voter in Maryland and who would not otherwise have a continuous two-hour period while the polls are open to cast a ballot on election day, Ardmore

grants up to two hours' leave with pay to cast a ballot. Ardmore may require evidence of voting in support of the leave.

5.13 FLEXIBLE LEAVE

A staff member may use any form of accrued but unused leave with pay, including vacation, sick leave and compensatory time ("flexible leave"), when the staff member is needed to care for a member of his or her immediate family who is ill. A staff member who has accrued more than one type of leave with pay may elect the type and amount of leave with pay to be used as flexible leave.

As used in this Section –

- the term "to care for" means to be directly involved in the health, welfare or comfort of the ill family member;

- the term "immediate family" means the staff member's spouse, son or daughter, or parent, and any other person who regularly resides with the employee in a committed family relationship;

- the term "parent" means the biological parent of an employee or an individual who stood in loco parentis to an employee when the employee was a son or daughter; and

- the term "son or daughter" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis.

When a staff member has taken or intends to take flexible leave of more than two consecutive days or more than four days in any one calendar month, Ardmore may require the staff member to provide satisfactory evidence of his or her need to care for the ill family member.

SECTION 6

WAGES AND SALARIES

6.1 COMPENSATION SCALE

Staff are compensated at rates of pay set forth in the corporation's wage scale. Wage rates are established by the Board and periodically reviewed.

Newly hired staff are assigned to the base rate. If the staff member has qualifications beyond the base, the supervisor may recommend that s/he starts at a higher rate.

Staff who leave employment in good standing, and are re-hired within one year to a comparable position, will return at the previous wage and leave accrual rates.

6.1.1 Adjustments

Each staff member's performance and rate of pay are reviewed by the supervisor and discussed with the staff member annually. Wage adjustments may be based upon the performance review, however, a satisfactory performance review does not necessarily guarantee a wage increase.

6.2 PAYROLL DEDUCTIONS

Ardmore automatically withholds federal and state income taxes in the amount determined by the number of deductions specified by the staff member on federal form W-4 and the comparable state form.

Staff are required to participate in the Social Security (FICA) program with an amount withheld from gross salary as specified by law. Ardmore credits a like amount on your behalf to Social Security.

State income taxes are withheld from each staff member based upon rates established by Maryland, the District of Columbia, or Virginia, depending upon the staff member's residence.

6.2.1 Payroll Deduction (Voluntary)

An authorization signed by the individual shall be necessary to permit any deductions from salary not required by Maryland, other states, or the federal government.

6.3 GARNISHMENTS AND ASSIGNMENTS

6.3.1 Garnishments

Garnishments, withholding orders and tax levies are orders attaching a portion of staff member's salary to satisfy a court judgment, support obligation or tax obligation of the staff member. As required by law, Ardmore will honor all garnishments, withholding orders and tax levies that appear to be lawful and proper. Ardmore has no obligation to the staff member to dispute the lawfulness of any garnishment, withholding order or tax levy. A staff member who wishes to dispute a garnishment, withholding order or tax levy does so at his or her own expense, without involving Ardmore.

Staff members are expected to manage their personal financial affairs responsibly and to avoid garnishments. Multiple garnishments impose substantial extra accounting burdens on Ardmore and may result in termination.

6.3.2 Wage Assignments

All net wages earned by a staff member are payable to the staff member only. Staff members are prohibited from making any assignments of their wages. Ardmore considers any attempted assignment of wages to be void and will not honor any attempted assignment.

SECTION 7

PROMOTIONS AND TRANSFERS

7.1 PROMOTIONS

It is Ardmore's policy to promote from within when qualified staff are available and desire such promotions. If a staff member is selected for promotion, s/he will serve a probationary period of ninety (90) days to ascertain his ability to perform the new job. Key elements in promoting staff members are qualifications, supervisory recommendation, and performance reviews.

Staff may become eligible for promotion in the following manner:

1. By attaining sufficient longevity and performance in their current position, when the job specifications for that position provide for such advancement.
2. By attaining additional education while in a position, when the job specifications for that position provide for such advancement.
3. By applying for a vacant position of higher grade, when the staff member is determined by Ardmore to be the best qualified applicant for the position.

When a staff member qualifies for promotion to a higher grade through longevity, performance, or educational achievement, s/he may be promoted on his/her next anniversary date.

7.1.1 Performance Review

New staff members are initially evaluated after 90 calendar days of continuous employment, then annually thereafter.

The performance review is given due consideration when staff members are considered for promotion.

7.1.2 Seniority

Seniority is the amount of time a person is continuously employed in a regular status at Ardmore. Promotions, therefore, do not affect seniority.

7.1.3 Anniversary Date

When a staff member is promoted to a new position, the date of promotion becomes his/her anniversary date. Thereafter, that staff member receives whatever salary increases are allowed on the new anniversary date.

7.1.4 How Promotions Affects Pay

A promoted staff member will be placed at the entry rate for the new position, which will provide at least 5% increase in salary.

7.1.5 How Demotions Affect Pay

Staff who are demoted, at their request or otherwise, should expect to receive compensation commensurate with the salary range of the new position. It is, therefore, possible that a reduction in pay will occur.

7.2 TRANSFERS

7.2.1 Compensation

A staff member temporarily placed in an exempt position that is a higher grade than his/her current position will be compensated at the rate of the new grade immediately above his/her current rate. The increased rate will take effect only after s/he has served in the temporary position for thirty (30) consecutive calendar days.

7.2.2 Day-to-Day Temporary Transfer

Staff members who, on a day-to-day basis, accept temporary assignment to a non-exempt position, in addition to their regular responsibilities, will be compensated for the hours worked in the temporary position at the base rate of the temporary position. (e.g., An enclave supervisor is asked to substitute for a transportation aide after completion of the days work at the enclave. That staff member will be compensated for performance as an aide at the base rate for the aide position.)

7.2.3 Temporary Reassignment

Staff who are temporarily reassigned to a lower grade position, for a period not to exceed ninety (90) days, will retain the rate of the position immediately held before reassignment. (e.g., An enclave supervisor is temporarily assigned to work as a work supervisor while the enclave is suspended for less than ninety (90) days. That enclave supervisor will retain the rate of the enclave supervisor position. If the reassignment is, or becomes, permanent, staff will receive the salary of the new position.)

7.2.4 Initiating Staff Transfer

In the event that Ardmore can best utilize the skills of a staff member in another position of like duties, s/he may be transferred within a program or between programs. Notice will be given to the transferring staff member unless an emergency requires more immediate action.

Staff may request transfers in the following manner:

7.2.4.1 Transfer Within Program

Staff must submit a written request to the current supervisor, with a copy to the potential new supervisor, to include reasons for the transfer request.

7.2.4.2 Transfer to Another Program

As above, staff must submit a request in writing to the current supervisor, with a copy to the potential supervisor. The current supervisor must always be made aware of a desire to transfer, as an evaluation of the staff member's performance will be required before the transfer can take place.

SECTION 8

BENEFITS

8.1 BENEFITS PROGRAM

Ardmore has an array of benefit programs available to eligible staff, including:

Medical Insurance	Retirement Plan
Term Life Insurance	Flex Spending Accounts
Credit Union	LTD Program

Eligibility, claim procedures, specific benefits, and other terms and conditions are contained in plan documents. Individual manuals are given to staff at the time of orientation to duties. Additional copies are kept in the Business Office and are available to staff upon request. Ardmore reserves the right to change or discontinue any or all of its benefit programs at any time.

8.2 STAFF LOANS AND ADVANCES

It is the policy of Ardmore to not make loans to staff or offer advances in salary or paid leave.

8.3 COBRA COVERAGE

After a “qualifying event” Ardmore offers temporary continued health insurance coverage, known as COBRA coverage, even though health insurance coverage would otherwise end. Qualifying events are:

- Staff member voluntarily quits
- Staff member is fired (except in cases of gross misconduct)
- Staff member becomes ineligible for coverage because of a reduction in scheduled work hours
- Staff member dies, leaving a covered spouse or dependent
- Covered spouse is divorced or becomes separated
- Covered dependent ceases to be a dependent
- The staff member becomes eligible for Medicare but the staff member’s covered spouse or dependent does not.

Ardmore offers COBRA coverage within 14 days after being notified of the qualifying event. The staff member, spouse or dependent that is otherwise losing coverage then has 60 days to elect COBRA benefits. The cost of COBRA coverage must be paid 100 percent by the participant (staff member, spouse or dependent), even if Ardmore was paying some or the entire premium before the qualifying event. Ardmore also charges an additional 2 percent of the premium to cover its own administrative costs. In the case of health insurance, the staff member, after notifying Ardmore of his/her desire for continuance, submits full payment directly to the health insurer.

If the qualifying event is termination of employment or a reduction work hours, COBRA coverage lasts up to 18 months. For other qualifying events, COBRA coverage last up to 36 months. Coverage will also end if the covered participant fails to pay premiums on a timely basis or if Ardmore terminates the plan. Coverage can also be extended under certain circumstances.

A staff member who is involuntarily terminated (except for gross misconduct) at any time prior to January 1, 2010, and his or her spouse and dependents, may qualify for premium payment assistance through a program sponsored by the federal government. Under the program, the government pays

65% of the COBRA premium for up to 9 months. Contact Ardmore's Human Resources Department for more information.

SECTION 9

DISCIPLINARY PROCEDURES, TERMINATIONS, AND LAYOFFS

9.1 STAFF MEMBER CONDUCT AND WORK RULES

It is the policy of Ardmore to make every effort to prevent unwarranted discharges. It is necessary, however, to enforce rules fairly and consistently for the benefit of all. To ensure orderly operations and provide the best possible work environment, Ardmore expects staff to follow rules of conduct that will protect the interests and safety of all individuals served, other staff members, and the organization.

It is not possible to list all forms of behavior that are considered unacceptable in the workplace. The following list includes examples of infractions of rules of conduct that may result in disciplinary action, up to and including termination of employment, and thus, is not all inclusive. This list is illustrative only:

- A. Abuse or neglect of an individual with developmental disability.
- B. Failure or refusal to carry out orders or instructions.
- C. Unsatisfactory performance.
- D. Failure to fulfill the responsibilities of the job.
- E. False, fraudulent, misleading or harmful statement, action or omission involving another staff member, client, Ardmore, or those related to Ardmore, or any action disloyal to Ardmore
- F. Unauthorized use, removal, or theft of, or damage to, property of Ardmore, a staff member, independent contractor, or client.
- G. Threatened or actual physical violence.
- H. Carrying any weapons while on Ardmore business, job sites, premises or properties.
- I. Bringing any form of alcohol onto Ardmore's job site, premises or property; having possession of, being under the influence of, or consuming, using, transferring, selling, or attempting to sell any form of alcohol.
- J. Use of alcohol off Ardmore's job site, premises or property, and outside working hours, that adversely affects job performance, personal or other staff member's safety, health, security or property at work, or Ardmore's reputation.
- K. Bringing onto Ardmore's job site, premises or property, or having possession of, having present in the body system, being under the influence of, using, consuming, transferring, selling or attempting to sell, any form of narcotic, depressant, stimulant, hallucinogen, or any mind or perception altering drug or substance, or any illegal drug or substance (excepting only taking prescribed medication under the direction of a physician and to the extent it does not impair job performance or threaten safety, health, security or property), during working hours.
- L. Possession, use or sale of drugs or any mind or perception altering substance on Ardmore premises, property or job site, and outside working hours that could or does adversely affect job performance, personal or other staff member's safety, health, security or property at work, or Ardmore's reputation.
- M. Chronic, habitual or excessive lateness or absenteeism of any type, early departure from work, and/or other violation of Ardmore's standards of attendance.
- N. Harassment of another staff member, client or contractor in violation of Ardmore's harassment policy.
- O. An arrest, criminal complaint, summons to answer a criminal charge, statement of charges, indictment, criminal information or any other criminal charge or conviction, depending on the particular circumstances and the offense charged, including but not

limited to Ardmore's judgment, as to the potential risk to safety or health of staff members and/or the security of Ardmore's clients, premises and property.

- P. Sleeping while on duty.
- Q. Failure to properly and accurately record hours worked on time sheets.
- R. Insubordination or other such conduct, which in Ardmore's judgment is contrary to that which it has a right to expect in its work place or work locations.
- S. Use of profane or abusive language or gestures.

In case of staff member misconduct determined to not require immediate termination of employment, or in situations where a staff member is not performing his job at a satisfactory level, Ardmore will generally follow the progressive disciplinary policy outlined below. However, Ardmore has no obligation to follow these steps and reserves the right, in its sole discretion, to apply whatever discipline, including termination, it deems appropriate.

Employment with Ardmore is at the mutual consent of Ardmore and the staff member, and either party may terminate that relationship at any time, with or without cause, and with or without notice.

9.1.1 Verbal Warning

The supervisor reviews his/her concern with the staff member, and the staff member is told what action will be taken if another violation occurs. The supervisor keeps a record that a verbal warning was given.

9.1.2 Written Warning

The supervisor follows the same procedure as a verbal warning, except that the matter is documented in writing and a copy given to the staff member. A copy is also placed in the staff member's personnel folder.

9.1.3 Suspension From Work Without Pay

Suspension from work may occur for a designated time because of a violation of policy, and may be implemented immediately or at a time determined by Management.

When immediate action is necessary or when all facts are not available, the immediate supervisor may direct the staff member to leave the premises until a final decision is reached. After all the facts are accumulated, the case will be reviewed by the immediate supervisor and Program Director as quickly as possible. If suspension is recommended, the staff member will be prohibited from working for a designated time without pay.

9.1.4 Off-Duty Conduct

In general, Ardmore does not consider an staff member's lawful, off-duty conduct or recreational activities in evaluating the staff member. However, Ardmore reserves the right to take appropriate disciplinary action, including termination, for conduct or activities that violate Ardmore's policies on confidentiality or that create a conflict of interest; that have a direct, negative effect on Ardmore's work or its finances; or

that tend to injure Ardmore's reputation and good name within the community.

9.2 TERMINATION OF EMPLOYMENT

The end of employment with Ardmore will fall within one of the following categories with indicated policies applicable to each.

9.2.1 Resignation

Resignation is defined as voluntary termination freely made by the staff member for any reason he/she chooses. An exempt staff member is expected to give a minimum of one month's notice. However, a two-week notice is mandatory for all staff.

9.2.2 Dismissal

Ardmore may terminate staff members at any time. Under this section no termination notice period is required.

9.2.3 Unsatisfactory Performance

Examples of unsatisfactory performance include, but are not limited to, the following:

- Failure to complete tasks in a timely and competent manner
- Uncooperative behavior or negative attitude
- Failure to maintain an adequate attendance or punctuality

In general, prior to termination for unsatisfactory performance, the individual's supervisor will make a reasonable effort to resolve the problem with the staff member (see Section 9.1).

9.2.4 Retirement

Ardmore has no established mandatory retirement age. Benefits under any retirement plan maintained by Ardmore are governed by the terms and conditions set forth in plan documents.

9.3 REDUCTION-IN-FORCE

A reduction-in-force is the discontinuance of employment for a period of time when no work is available. A temporary reduction-in-force occurs when there is every reason to expect that the situation will allow for work to resume at some point. If it is possible to determine the approximate time and conditions under which the staff member will be able to return to work, s/he will be so advised.

A permanent reduction-in-force occurs when Ardmore anticipates that the job an individual is performing will be discontinued. Should it become necessary to layoff a regular staff member due to lack of available work, the layoff will be made according to seniority among staff of the same rank, but not necessarily the same program site. Staff with the least seniority will be laid-off first. Seniority is determined by a staff member's total length of service with Ardmore, not necessarily the length of time in a current position. Ardmore does, however, reserve the right to offer positions which may be

occupied by staff members of lesser tenure and rank to staff with greater seniority, and/or retain those staff members it considers best qualified to perform the tasks of those positions which are retained.

Staff who are on a reduction-in-force status are not paid, nor do they accrue sick or annual leave.

9.3.1 Advance Notice

Ardmore will attempt to give fifteen (15) days advance notice of layoff, however, severe financial conditions or emergencies may not allow for such notice, in which case notice will be provided as soon as possible. Ardmore reserves the right to layoff temporary staff members at any time without notice.

9.3.2 Recall

Qualified, regular staff from the recall list will be called back to work before employment of outside applicants.

Staff will be recalled to regular status without having to serve a probationary period. The order of recall will be the reverse of layoff, i.e., those laid-off last will be recalled first. Staff who do not report to work within 10 working days from the date of recall will be assumed as not desiring reinstatement.

9.4 FURLOUGH

Severe funding shortfalls may necessitate staff furloughs (temporary and intermittent layoffs). Such furloughs will be given with as much notice as possible. Since furloughs are generally an Agency-wide occurrence which can cause considerable disruption to operations, it is doubtful they can be scheduled at staff members' convenience. Optimally furlough, if possible, is scheduled to occur on official Ardmore holidays. In all cases, every possible consideration will be made to reduce the hardship on staff.

9.5 CASHING OUT LEAVE

In general, and subject to the exceptions set forth below, Ardmore cashes out a staff member's accrued annual leave following termination of employment. Ardmore does not cash out any other form of leave, such as sick leave, bereavement leave etc., even though that leave might have been with pay had it been taken prior to termination of employment.

Ardmore **does not** cash out accrued leave:

- In excess of the amount the staff member is permitted to carry over from year to year
- When a staff member resigns or otherwise voluntarily terminates employment without giving Ardmore the required advance notice.
- When a staff member has been terminated by Ardmore for cause.
- When an new staff member has not successfully completed the introductory period.

SECTION 10

GRIEVANCE PROCEDURES

10.1 GRIEVANCE

A formal grievance procedure has been established for the benefit and use of regular and part-time Ardmore staff. The procedure enables staff to bring their concerns relative to employment conditions, application of policies, and benefits to the attention of Management. Any grievance not appealed (per steps 2 and 3 of Section 10.1.2) within the time frames outlined in this procedure shall be considered resolved and not subject to further steps of the grievance procedure.

10.1.1 Policy

It is the intent of Ardmore to provide a means of due process for the resolution of staff problems and grievances which may arise from the application or interpretation of personnel policies, practices, and procedures. This should be accomplished in an atmosphere of fairness, mutual respect, and frank discussion. Disciplinary actions, performance review issues, and termination are the only issues subject to this grievance procedure.

The procedure is voluntary on the part of staff and Ardmore, and is not intended to confer contractual or other rights on any staff member. Ardmore is not bound to follow the procedure and may, at its sole discretion, take final disciplinary or other action without regard to the grievance procedure.

10.1.1.1 Purpose

The purpose of the Grievance Procedure is to permit staff members to raise employment related concerns with management, to eliminate dissatisfaction and resolve problems so that constructive work-producing relationships can be maintained for the benefit of all.

10.1.2 Procedures

10.1.2.1 Step 1

IMMEDIATE SUPERVISOR: The staff member must bring the situation to the attention of his/her immediate supervisor, in writing, within five (5) working days of the occurrence of the problem creating the grievance, explaining the nature of the problem and the suggested solution if s/he has one. After being advised in writing of the grievance, the supervisor will investigate and provide a written response within five (5) working days. If the staff member is satisfied with the response, or fails to take the next step, the matter is considered resolved. If the staff member is not satisfied with the response, or if no response is received within five (5) working days, s/he may proceed to Step 2. (Step 1 does not apply for complaints of sexual or other harassment by the staff member's immediate supervisor.)

10.1.2.2 Step 2

PROGRAM DIRECTOR: If the staff member is not satisfied with the decision rendered, s/he may refer the grievance, in writing, to the respective Program Director within five (5) working days after receiving the immediate supervisor's response. The Program Director will determine that Step 1 has taken place, and then provide a written response to the staff member within five (5) working days after receiving the written grievance. If Step 1 had not been properly followed by the staff member, the Program Director

will not hear the grievance. If Program Director fails to respond to the grievance within five (5) working days, or if the response is not felt to be satisfactory, the staff member may proceed to Step 3.

10.1.2.3 Step 3

CHIEF EXECUTIVE OFFICER: When the Chief Executive Officer receives the written grievance, s/he will determine that Step 2 was followed. If not followed properly by the staff, the Chief Executive Officer will not hear the grievance. If Step 2 was followed and the Program Director did not resolve the problem, the Chief Executive Officer may:

- Talk with the staff member to get further clarification of the problem, and/or
- Talk with the supervisor, and others if necessary, to get further clarification of the problem.

After careful consideration of all the facts, and within ten (10) working days after the matter is brought to his/her attention, the Chief Executive Officer will render a decision, in writing, to the staff member. The decision of the Chief Executive Officer is final with respect to disciplinary actions, performance reviews and termination.

SECTION 11

DISCRIMINATION

11.1 NON-DISCRIMINATION GENERALLY

Ardmore prohibits discrimination in any aspect of employment (including recruitment, the application process, offering of employment, compensation, evaluations, promotions, work assignments, discipline, termination, and in all other terms, conditions and privileges of employment) by harassment or otherwise, based on any of the following considerations: race, color, religion, sex, pregnancy or parenthood status, national origin, citizenship, age, disability, sexual orientation, genetics, veteran status, marital status, family responsibilities, political affiliation, or any other consideration protected by law.

11.2 EQUAL PAY

Ardmore pays men and women equally for equal work or work of a comparable character.

11.3 PREGNANCY

Ardmore prohibits discrimination because of pregnancy, childbirth, or medical conditions related to pregnancy or childbirth, or because a woman is in her child-bearing years or may become pregnant. Women who are unable to perform the essential functions of their jobs because of pregnancy, childbirth, or related medical conditions will be treated the same as other persons who, for medical reasons, are temporarily unable to perform the essential functions of their jobs.

Ardmore generally does not require pregnant women to take leave at any particular point in their pregnancy. Ardmore does not restrict the type of work a pregnant woman may perform, so long as she remains able to perform the essential functions of her job without posing an immediate threat to health or safety.

11.4 REASONABLE ACCOMMODATION

Ardmore will reasonably accommodate any staff member who, due to disability, requires reasonable accommodation, as required by the Americans with Disabilities Act and state and local law. In general, it is up to the staff member to let Ardmore know that he or she requires reasonable accommodation due to disability, unless the disability and need for accommodation is obvious.

Ardmore will reasonably accommodate a staff member's religious observance and practice, as required by Title VII of the Civil Rights Act and state and local law.

11.5 HARASSMENT

Harassment on the basis of race, sex, religion, national origin, age, disability, sexual orientation, or any of the other protected characteristics listed above, is illegal discrimination, even if the harassment does not directly affect a tangible aspect of employment. Harassment includes physical or psychological abuse, intimidation, threats, offensive conduct, or jokes or comments that demean or stereotype a particular person or group.

Harassment of a person or group because of the person's or group's sex or gender is illegal discrimination even if the remarks or actions are themselves not sexual in nature. The same is true where the harassment is aimed at a particular person or group because of that person's or group's race, religion, national origin, age, disability, or sexual orientation. In other words, discrimination occurs simply when a person or group is singled out for harassment because of that person's or group's race, gender, religion, etc., no matter what form the harassment takes.

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature also constitute sexual harassment when (1) submission to such conduct is made either expressly or implicitly a term or condition of employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's job performance or creating an intimidating, hostile or offensive work environment. Ardmore does not tolerate sexual harassment of any staff member.

It is no excuse that the person doing the harassing is a member of the same group as the victim of the harassment. For example, use of racial or ethnic epithets is prohibited, even if the person using the epithets is a member of the particular racial or ethnic minority that the epithets are directed at. Similarly, males are prohibited from sexually harassing other males and females are prohibited from sexually harassing other females.

Under Ardmore's sexual harassment policy, staff members are prohibited from posting, displaying or transmitting calendars, cartoons, photographs or other materials, devices or objects of a sexual, racial, or otherwise offensive nature.

11.6 COMPLAINT PROCEDURE

Any staff member who suffers harassment or other discrimination, or who becomes aware of harassment or discrimination against another staff member, an applicant for employment, or individuals served by or associated with Ardmore, must notify the Company immediately.

Complaints of discrimination may be directed to the complaining staff member's immediate supervisor. If the staff member feels that the matter cannot be discussed with his or her supervisor, the staff member is free to contact any Ardmore officer or manager, male or female, including the Chief Executive Officer, with whom the staff member feels comfortable discussing the matter. Complaints may be written or oral. Complaints may also be made anonymously.

Ardmore takes all complaints of harassment or other discrimination seriously and will immediately investigate all complaints. In order to assist Ardmore's investigation, complaints should contain as much information and detail as possible, including the date, time and place of the harassment or other discrimination; the nature of the discriminatory conduct; the specific harassing words spoken or the specific discriminatory action taken or threatened; the names of all persons involved; and the names of other persons who were present or who may be aware of the discrimination. However, even if the staff member is unwilling or unable to provide detailed information in the complaint, Ardmore will immediately investigate the complaint.

Although Ardmore will conduct its investigation as discretely as possible, Ardmore cannot assure complete confidentiality.

If upon completion of its investigation Ardmore finds that the complaint was substantially justified, Ardmore will take appropriate disciplinary action, up to and including dismissal. If Ardmore finds no substantial justification for the complaint, Ardmore will close the matter without further action. Prior to taking disciplinary action or closing the matter, Ardmore will inform the parties involved of Ardmore's findings and proposed course of action and give the parties an opportunity to comment.

11.7 RETALIATION

Ardmore will not retaliate in any way against a staff member who complains about discrimination, who exercises any right granted to him or her under any civil rights or non-discrimination law or regulation, or who furnishes information relating to a discrimination complaint by another employee. Retaliation is itself illegal discrimination and must be reported immediately.

SECTION 12

MISCELLANEOUS

12.1 TRAVEL

Ardmore will reimburse staff for reasonable expense incurred while conducting Agency business, including reimbursement for use of the staff member's car while on Agency business. Commuting, defined as the first trip in the morning and the last trip home, is never business use; driving to and from work is personal and not reimbursable.

12.1.1 Documentation

Staff must submit requests for reimbursement to their supervisor for approval on the forms provided by Ardmore along with vouchers, receipts, or other proof of expenses.

12.1.2 Use of Agency Vehicles

Ardmore vehicles are provided for the use of staff while on Agency-related business and are not to be used for personal or non-Agency business, or to be operated by individuals not employed by Ardmore. Every staff member who is assigned a vehicle to perform his/her duties is responsible for the proper operation of the vehicle.

- Any malfunction and/or damage of vehicles must be immediately reported in writing.
- Drivers must keep their vehicles locked at all times. It is mandatory that before locking the vehicles they check to ensure that all passengers have disembarked.
- Operation of an Ardmore vehicle while drinking or under the influence of alcohol and/or illegal drugs is prohibited, and is grounds for immediate termination of employment.
- Parking tickets and moving violation fees are the responsibility of the staff member assigned to that vehicle.

12.1.3 Out of Town Travel

Overnight travel or travel outside the State of Maryland (with the exception of Washington D.C. and Northern Virginia) for Ardmore related business requires the prior approval of the Chief Executive Officer.

12.2 MAJOR OR SPECIAL TOOLS

Ardmore has available for use on an assigned basis, special tools, equipment and instruments. All equipment assigned to a staff member becomes that staff member's responsibility. Any equipment broken, lost or stolen through negligence shall be replaced by the staff member.

12.3 RETURN OF PROPERTY

Staff members are responsible for all Ardmore property, materials, or written information issued to them or in their possession or control. All Ardmore property must be returned by staff members on or before their last day of work. Where permitted by applicable laws, Ardmore may withhold the cost of any items that are not returned when required from the staff member's final paycheck. Ardmore may also take all action deemed appropriate to recover or protect its property.

12.4 PERSONAL PHONE CALLS

Personal phone calls to and out of the Agency office, while not prohibited, are discouraged and should be brief and kept to a minimum. Personal long distance calls are prohibited.

12.5 AUTHORIZED SPOKESPERSON

No staff member may present him/herself as a spokesperson, agent, or representative for Ardmore without prior approval from the Chief Executive Officer or Board President.

12.6 ELECTRONIC COMMUNICATION SYSTEMS POLICY

Inappropriate use of any of Ardmore's communications systems, equipment, or facilities is prohibited and may result in disciplinary action, up to and including termination. "Inappropriate use" includes, but is not limited to:

- Intentionally transmitting, communicating, accessing or receiving any image, text, sound or other material that is pornographic, sexually explicit, defamatory, discriminatory, or otherwise offensive;
- Gambling, participating in any chain letter, pyramid or similar scheme;
- Violating anyone's privacy rights, copyright, intellectual property, trade secret, or other laws or rights;
- Violating Ardmore confidentiality rules, disclosing confidential information about a person Ardmore serves or another staff member;
- Spamming, participating in a denial-of-service attack, penetrating or attempting to penetrate a firewall or other computer security device or software;
- Committing fraud, misrepresenting the user's identity or the source of any electronic communication;
- Transmitting a credit card number or pin without the authorization of the owner;
- Logging onto a computer, network, or other system or service using another person's password without administrative approval,
- Soliciting for illegal sexual activity;
- Marketing any securities or investments or personal business;
- Copying for personal or other unauthorized use any software owned or licensed to Ardmore;
- Installing any programs, data or other software on any Ardmore computer without the express approval of Human Resources;
- Engaging in any other illegal activity; or
- Accessing or attempting to access data which the staff member is not authorized to access.

12.7 REFERENCE POLICY

Only authorized Ardmore officials – the Chief Executive Officer or the head of the Human Resources Department – can release information about a staff member. The unauthorized release of information is strictly prohibited and may result in termination.

12.8 PERSONAL INFORMATION

Personal information concerning each staff member, such as home address, telephone number, marital status, name changes, names and addresses of dependents, insurance and retirement beneficiaries, and tax withholding information, must be kept accurate and up-to-date. Any change in that information must promptly be reported to Ardmore. Ardmore will not release any personal information to third parties except as required by law or in an emergency.

Personal information is kept separate from information relating to job performance. Personal information is not considered for evaluation purposes, promotions, compensation, etc. However, failure to keep personal information up-to-date could adversely affect an evaluation.

12.8.1 Personnel Files

A personnel file containing a complete record of employment, including original application, résumé, evaluations, records of commendations and disciplinary actions, time and leave records, and compensation history is kept for each staff member.

Personnel files are considered to be confidential Ardmore property. Only authorized Ardmore employees are allowed access to personnel files and such access is limited to proper business purposes such as evaluations, promotions, discipline, etc. Access may be granted to third parties only in emergencies or when required by law.

Ardmore will, on request, permit a staff member to review his or her own personnel file under supervision and will provide copies of any requested documents from his or her personnel file.

12.8.2 Protected Health Information

Ardmore occasionally receives personal medical information solely to carry out administrative functions under Ardmore's group medical expense plan. The confidentiality of such information is protected by federal law. Ardmore does not use the information for any purpose relating to employment actions or decisions, or for any other purpose. The information is kept separate from other records and is destroyed when no longer needed for the administrative functions that Ardmore performs.

Ardmore occasionally receives personal medical information for other purposes, such as evaluating leave requests, determining fitness for duty, and considering accommodation requests under the Americans with Disabilities Act. Ardmore uses such information only for the purposes for which it was furnished. The information is kept separate from other records and is destroyed when no longer needed.

NOTES

RECEIPT

I acknowledge receipt of a copy of Ardmore Enterprises, Inc. Personnel Policies Manual (revised _____). I understand that I am expected to read and be familiar with the policies and procedures stated in the Manual.

A copy of this Receipt will be placed in my personnel file.

Employee signature: _____

Employee's printed name: _____

Today's date: _____