

**EMPLOYEE HANDBOOK**  
Chesapeake Research Consortium, Inc.

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## FOREWORD

This Employee's Handbook outlines the personnel policies of the Chesapeake Research Consortium (CRC). Please read it and familiarize yourself with it. If you have questions about any personnel policy, please discuss it with your supervisor or the Executive Director.

This Handbook is not a contract and should not be construed as such. Rather, it is for your information. Unless a separate written employment agreement exists and states otherwise, you are an "employee-at-will". This means that either you or CRC are free to terminate employment relationships at either party's discretion. Employment authority for staff is vested in the Executive Director. It cannot be redelegated. This includes employment, promotion, termination, any action that affects your salary, benefits, or status and other management decisions as described in this Handbook. All employees are to abide by rules and regulations set forth by the Board of Trustees of the Chesapeake Research Consortium.

From time to time, conditions or circumstances may require CRC to change, modify, amend, or delete the work rules, policies, and benefits in this Handbook. CRC may make such modifications and to the extent possible will involve all employees in the development of the changes, and you will be notified of the new or revised policy.

This Employee Handbook supersedes any previous Employee Handbook, manuals, or policies and will be reviewed at least annually.

## **ABOUT CRC**

The Chesapeake Research Consortium, Inc. (CRC) is a non-profit corporation chartered by the State of Maryland. It was formed in 1972 by The Johns Hopkins University, the University of Maryland, the Smithsonian Institution, and the Virginia Institute of Marine Science. The Academy of Natural Sciences and Old Dominion University joined CRC in 1992.

A Board of Trustees, consisting of representatives of the member institutions as well as individuals from outside these institutions, formulates policy and establishes operational procedures for the Consortium. Day-to-day direction of the Consortium is carried out by an Executive Director appointed by the Board of Trustees. Included on the CRC Headquarters' staff is a fiscal officer who manages the financial aspects of the multi-institutional research grants and contracts of the Consortium.

Management of individual research programs of the Consortium is carried out by Program Managers, sometimes acting as co-principal investigator with the Executive Director of the Consortium. These Program Managers, physically located at the CRC office or one or another of the member institutions, are employees of the institutions but are responsible to CRC for the management and direction of the research programs.

CRC's activities have been sponsored by the National Science Foundation, U.S. Army Corps of Engineers, U.S. Environmental Protection Agency, National Aeronautics and Space Administration, U.S. Department of Energy, U.S. Fish and Wildlife Service, National Oceanic and Atmospheric Administration, State of Maryland, and Commonwealth of Virginia.

## **CRC MISSION STATEMENT**

The Chesapeake Research Consortium, Inc. was initially organized to focus on research and service activities restricted to the tidal Chesapeake Bay. CRC's region of interest now includes the tidal Chesapeake Bay, its watershed, and the Middle Atlantic Bight in recognition of a logical geographic, environmental, and living resource connectivity.

CRC is now expanding its research and service interest to reflect the linkage of the region and its activities to global change issues. The Chesapeake coastal system is a microcosm of many coastal systems of the world. Approximately 50 percent of the Earth's human population lives on or within 200 kilometers of the seacoast. Thus, coastal concentrated activities can have substantial global influence. Further, issues such as global warming, sea level change, atmospheric deposition features, land use patterns, and consequent influence on estuarine and coastal water quality are of generic coastal concern. CRC recognizes that the above and other issues can be examined in the Chesapeake region and be linked to global considerations and decisions.

Accordingly, CRC will consider involvement in those programs and projects whereby findings or activities within the region can be linked in a generic sense to perceived global change issues

## TYPES OF EMPLOYMENT AND HOURS OF WORK

### Employment-At-Will

CRC maintains an employment-at-will working environment. Employment is for an indefinite period of time and is terminable at any time with or without cause being shown by either you or the Consortium. The CRC Board of Trustees shall serve as a "Board of Appeal" in the event of an appeal of termination by you. The findings of the CRC Board of Trustees while acting in this capacity shall be final. This Employee Handbook does not create any contractual rights in favor of you or CRC.

### Definition of Employees

Employees are defined as all persons who receive wages or salaries from CRC; they are classified as either regular full-time, regular part-time, or temporary.

Regular Full-time Employee: One who works 40 hours per week and maintains continuous employment. Regular full-time employees are eligible for all employee benefits provided by CRC as explained later in this Handbook.

Regular Part-time Employee: One who works less than 40 hours per week and maintains continuous employment. Regular part-time employees are eligible for employee benefits provided by the CRC if they work at least 24 hours per week or more, as explained later in this Handbook.

Temporary Employee: One who does not work on a regular basis but rather 'on call' as the workload demands, or hired for a specific duration of time to perform a specific job function. Temporary employees are not eligible for certain employee benefits.

### Hours of Work

The normal workday and week is eight hours per day and 40 hours per week. The work week begins at 12AM Monday and ends 11:59PM Sunday. Work hours for off-site employees (not located in the Edgewater office) are to be in compliance with the standard workday for the site where they are working.

### Work Schedule

The normal workday is 8 hours, generally 9:00 AM - 5:00 PM. CRC recognizes that unexpected personal or external forces (traffic, detours, etc.) might delay arrival or departure and some flexibility is permitted in working earlier or later to 'make up' time missed due to these unexpected events. These adjustments should be completed within 1-2 weeks of the curtailed office workday. If such events prevent arrival at the office, working outside the office for the portion of the workday you are inconvenienced is possible. The portion of the workday not used for office responsibilities can be reported as vacation or personal leave (see below).

### Remote and Telework

At the discretion of the Executive Director telework and remote work may be extended to staff. Staff are expected to be at the office for their full 8 hour work day on the days they are not teleworking. Coming into work on a telework day does not mean a separate day is automatically authorized for a replacement to the regular telework day. A separate telework agreement must be signed and on file for this arrangement to be considered valid.

## EMPLOYMENT POLICIES

### Disability Accommodation

Chesapeake Research Consortium, Inc. complies with the Americans with Disabilities Act (ADA), the Pregnancy Discrimination Act, and all applicable state and local fair employment practices laws, and is committed to providing equal employment opportunities to qualified individuals with disabilities, including disabilities related to pregnancy, childbirth, and related conditions. Consistent with this commitment, the Company will provide reasonable accommodation to otherwise qualified individuals where appropriate to allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship on the business.

If you require an accommodation because of your disability, it is your responsibility to notify your Manager.

You may be asked to include relevant information such as:

- A description of the proposed accommodation.
- The reason you need an accommodation.
- How the accommodation will help you perform the essential functions of your job.

After receiving your request, the Company will engage in an interactive dialogue with you to determine the precise limitations of your disability and explore potential reasonable accommodations that could overcome those limitations. Where appropriate, we may need your permission to obtain additional information from your medical provider. All medical information received by the Company in connection with a request for accommodation will be treated as confidential.

The Company encourages you to suggest specific reasonable accommodations that you believe would allow you to perform your job. However, the Company is not required to make the specific accommodation requested by you and may provide an alternative accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on the Company.

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

The Company will not discriminate or retaliate against employees for requesting an accommodation. EEO Statement and Nonharassment Policy

### Equal Opportunity Statement

Chesapeake Research Consortium, Inc. is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is our intent to maintain a work environment that is free of harassment, discrimination, or retaliation because of age, race (including traits associated with race, which includes hair texture, Afro hairstyles, and protective hairstyles such as braids, twists, and locks), color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), marital status, credit history, physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws. The Company is dedicated to the fulfillment of this policy in regard to all aspects of employment, including but not limited to recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.

The Company will conduct a prompt and thorough investigation of all allegations of discrimination,

harassment, or retaliation, or any violation of the Equal Employment Opportunity Policy in a confidential manner. The Company will take appropriate corrective action, if and where warranted. The Company prohibits retaliation against employees who provide information about, complain about, or assist in the investigation of any complaint of discrimination or violation of the Equal Employment Opportunity Policy. We are all responsible for upholding this policy. You may discuss questions regarding equal employment opportunity with your Manager or any other designated member of management.

### Employee Development and Training

All employees are encouraged to continue self-development and training activities to achieve higher competence levels. Regular employees are encouraged to take advantage of opportunities to improve performance in their present position. In certain instances, within budget limitations and with approval of the Executive Director, you may be provided official time and expenses to attend workshops, classes, or conferences specifically selected to meet identified training needs.

### Advancement

You will have the opportunity to apply for positions within CRC as they become available. All employees will be informed of such positions to be filled and will have a minimum of two weeks to apply. The Director is responsible for the timely notice of the position so that all interested employees have an opportunity to apply.

### Harassment

It is CRC's policy to provide a work environment free from sexual or discriminatory harassment. Sexual harassment of any employee by anyone, including supervisors, directors, other employees, members suppliers, or customers will not be tolerated. If you believe that you are or have been a victim of harassment, immediately report the incident to your supervisor or the Executive Director. Further reference is made to sexual harassment as an appendix to this Handbook (see Appendix 1).

### Drug Abuse and Intoxicating Beverages

The unlawful manufacture, distribution, possession, or use of a controlled substance is prohibited in any and all CRC places of work or while on CRC business. Reporting to work under the influence of illegal drugs or intoxicating beverages is grounds for immediate termination. The consumption of intoxicating beverages on CRC property is prohibited (see Appendix 2).

### Clean Air Policy

CRC maintains a smoke-free environment. Smoking is prohibited in all CRC facilities and at all CRC functions.

## **EMPLOYEE PRACTICES**

### Compensation and Time Sheets

Salaries are paid twice per month. Payday is on the 20th for the period of the 1st through 15th of the month and on the 5th of the following month for the time period of the 16th through the end of the prior month. When a pay date falls on an observed holiday or weekend, payment will be issued on the preceding business day. Social security and federal and state income taxes are automatically deducted from paychecks.

Dissemination of salary information is limited to those within CRC responsible for administering the compensation program and to those agencies, organizations, and/or institutions providing funds, when required.

You are responsible for maintaining your own time sheet on the “honor system” to accurately report hours of absence, sick leave, etc. Time sheets will be due through the Paychex online system on the last day of the pay period. You will be responsible for tracking your funding sources if you are funded through multiple sources.

### Employment Records

Up-to-date personnel records are important to you. Whenever there is a change in a home address, telephone number, marital status, number of dependents, etc., please notify the Business Manager who maintains your personnel file. As a minimum, this file will contain official records of employment, memorandum of understanding on terms of employment (see Appendix 3), necessary benefit forms, and a current position description. You may review your personnel file in the presence of the Business Manager.

### Initial Review Period

Each new employee will have an initial review period of up to three months. During this time you will have a chance to get to know us, and your supervisor will evaluate your performance progress.

### Annual Review

Each employee will be subject to an annual review. This review will be performed by the Executive Director and will address activities and accomplishments of the previous year as well as activities that each position will require in the coming year. Based upon the results of this review, a financial bonus award may be awarded at the discretion of the Executive Director. A positive review does not guarantee a pay raise or continued employment. Pay Raises and promotions are based on numerous factors, only one of which is job performance.

### Official Travel

You will be reimbursed for expenses incurred while traveling on CRC business. Travel outside of the Chesapeake Bay basin (Delaware, Maryland, New York, Pennsylvania, Virginia, West Virginia, District of Columbia) must be approved by the Executive Director in advance. Expenses are expected to be reasonable based on local circumstances and the purpose of the trip. As in other business dealings, you should investigate rates and use good judgment. Receipts are required for expenditures as described on the CRC travel voucher. Expense vouchers must have approval of your supervisor or the Executive Director before payment will be processed. Regular travel to and from the office from home is not reimbursable and is an expected part of employment with the CRC.

### Inclement Weather

In the event of inclement weather; when Anne Arundel County Public Schools (AACPS) are closed, the CRC office will be closed. If an employee has essential tasks, meetings, and/or project deadlines that occur during the closure, there is an expectation that the employee will fulfill their responsibilities regardless of the office closure. Otherwise, employees are eligible for administrative leave when the office is closed.

If the CRC office is open but local road conditions are hazardous, employees may choose to telework (if applicable and with the approval of their supervisor) or take leave.

### Reimbursement of Expenses

Transportation: Discount and economy class airline tickets and mid-size or small cars should be used whenever possible. Receipts and ticket stubs are to be attached to your expense form.

The use of your personal vehicle on CRC business will be reimbursed at the authorized mileage rate, not-to-exceed the cost of coach airfare if an available airline schedule will meet travel needs. The reimbursement rate per mile will be adjusted from time to time and will generally conform to Federal mileage rates. When computing mileage to be charged as an expense when traveling from or to any location other than the employee's regular place of work, the employee must subtract the distance from their home to their regular place of employment for either leg of travel which does not include their place of work. Receipts for tolls and parking are to be attached to your expense form.

Lodging: Stay at hotels and motels in keeping with the purpose of your travel. Hotel receipts are to be attached to your expense form. Neither In room movies nor refreshment bars are approved company expenses.

Meals: Meals are reimbursable under the per diem policies promulgated by the General Services Administration. Alcohol is not reimbursable except under specific circumstances as agreed upon by the Business Manager and Executive Director.

### Personal Appearance

CRC recognizes that dress is a matter of personal taste and standards vary with each person and/or the type of work being performed. We expect your personal appearance to meet appropriate standards for the particular activity. Work done on SERC's campus requires close toed shoes for safety purposes.

### Office Appearance

You are asked to maintain your personal work area in a clean and orderly manner.

### Outside Jobs

Full-time staff shall not accept any outside employment, which tends to interfere with performance of or timely availability to handle CRC responsibilities. Outside positions include self employment, contract, or part time work. In no situation will any outside paid activity which could conflict with CRC activities be permitted. Any exceptions must be sought in writing from the Executive Director.

### Loans and Advances

CRC does not make personal loans nor does it pay salary in advance.

### Employee Problems

If you have a problem or complaint about your job, you are encouraged to discuss it with your supervisor, the Business Manager, or the Executive Director. Every reasonable effort will be made to preserve confidentiality for complainants unless it is impossible to do so under the circumstances.

CRC recognizes the value in reviewing and resolving complaints as fairly and quickly as possible.

If there is a problem with the Executive Director the Chair of the Board should be sought out.

### Resignation

If you choose to resign your position with CRC you should give due and proper notice. CRC considers proper notice to be 10 working days. In addition, a required letter of resignation should include Employment Verification Consent if written verification is to be provided to other employers.

### Discharge for Cause

Personal absence from work without notice for three days or more, insubordination, work problems relating to use of alcohol or narcotics, embezzlement of funds, or repeated violation of the Terms of Employment, will be just grounds for immediate discharge without notice.

### Appeal

In the event you are dissatisfied with an action of the Executive Director, you may appeal to the Chair, CRC's Board of Trustees. At the discretion of the Chair, the matter may be reviewed by the Executive Director in your presence.

### Wages In Lieu of Notice

In the event of involuntary termination of employment and not for cause, CRC shall provide full-time staff employees who have been with the CRC for less than a year with one week's wages in lieu of notice plus payment of accrued vacation and accumulated compensatory time. In the event of such termination of an employee who has been with the CRC for one year or more, the CRC shall provide two weeks wages in lieu of notice and payment of accrued vacation leave.

### Reference Checks

All reference checks should be channeled through the Executive Director.

Written employment verifications, including salary verification for loan applications, etc. will be given only with your written permission. Without your written permission, the only information which will be provided regarding your current employment will be dates of employment, current status (full- or part-time, permanent or temporary), and job title.

At the time of employment or upon leaving the CRC, you should provide Employment Verification Consent to the Executive Director, in your letter of resignation, or other proper form. If you choose not to provide such consent, only the above information will be given, together with the message that our policy is to give out only that information unless we have your written consent to release additional information from your personnel file.

### Employer-Provided Electronic Devices

Chesapeake Research Consortium, Inc. may issue certain employees a Company laptop/workstation/cell phone/mobile device for work-related communications and/or operations. If you drive a vehicle during your employment, you may not use any cell phone/mobile device or other communication device while driving unless the device is equipped or configured with a "hands-free" listening/speaking option, and you in fact utilize the hands-free device.

We understand that you may use the electronic items for personal use. No expectation of privacy should be had of this use and nothing should be installed or placed upon the device which violated SERC's electronics use guides. Cell phone/mobile devices may also be used for personal use; however, such personal use should not exceed the plan allowance. When the cell phone/mobile device is used for personal reasons and the activity results in additional cost to the Company, you are responsible for the cost of that usage, including all applicable taxes unless prohibited by law.

The Company owns and remains entitled to all laptops/work stations/cell phone/mobile devices issued to employees, including all passwords controlling access to them.

You may not change those passwords except with permission. At the time of employment termination, all

such equipment and passwords must be returned to the Company in operable condition.

Violation of this policy may result in discipline, up to and including termination of employment.

## **EMPLOYEE BENEFITS**

### Holidays

CRC offices will be closed on holidays observed by the Federal government.

Regular full-time employees will receive the holidays with pay. Regular part-time employees will receive paid time off for holidays prorated to their scheduled duty time, i.e., if you work 60 percent, you will receive paid time off for 60 percent of the holidays during the year. Temporary employees do not receive time off with pay for holidays.

### Vacation Leave

CRC provides vacations with pay to regular full-time employees. The leave year begins on January 1 of each year.

You should submit requests for leave to your supervisor for approval. It shall be the policy of the CRC to grant vacation leave consistent with the workload.

Vacation leave for regular full-time employees will be granted as follows:

- 13 days per year from 0-3 years of employment
- 20 days per year from 4-9 years of employment
- 26 days per year after 9 years of employment

Leave will be accrued on a per pay period basis.

Regular part-time employees earn vacation leave on a prorated schedule based on their average work time. No vacation leave is granted to temporary employees.

Vacation leave may be accumulated up to 30 working days. No more than 20 days of vacation leave can be carried over to a new calendar year; anything beyond this is lost.

Employees who resign, retire, or are terminated not-for-cause from the CRC will be paid for any unused vacation leave.

### Advanced Vacation Leave

Vacation leave may be used in advance with permission of the Executive Director. Advanced leave, if approved, will be with the provision that if it is not earned during the remainder of the leave year, you will be required to make refund for the unearned portion. If you resign from CRC employment and have not paid back advanced leave, it will be deducted from any remaining funds owed to you for salary or travel expenses.

Vacation leave is reported as hours used per day.

### Sick Leave

Regular full-time employees are granted 13 days of sick leave per year. Leave will be accrued on a per pay period basis. Sick leave may be accumulated and carried over from year to year.

Regular part-time employees will earn sick leave on a prorated schedule based on their average work

time. No sick leave is granted temporary employees.

An employee who resigns, retires, or is terminated from CRC will not be paid for any unused sick leave.

Sick leave is reported as hours used per day.

The following conditions are considered valid reasons for use of sick leave:

1. When you are unable to perform your duties because of sickness, disability, or injury. Maternity related absences are treated as disabilities (see Appendix 3).
2. When you obtain medical, surgical, dental, or optical examinations or treatment.
3. When your presence at work jeopardizes the health of others by exposing them to a contagious disease.
4. When the illness, disability, or injury of an immediate family member/dependent demands your presence.

#### Advanced Sick Leave

Regular full-time and regular part-time employees may be advanced sick leave that would accrue through the end of the current leave year. Requests for advanced leave should be made by you, through your supervisor, to the Executive Director prior to the beginning of the leave. The Executive Director will maintain a record of the approval in your personnel file until the advanced leave is accrued or repaid. Advanced sick leave, if approved, will be with the provision that if it is not earned during the remainder of the leave year, you will be required to make refund for the unearned portion. If you resign from your employment with the CRC and have not paid back advanced sick leave, it will be deducted from any remaining funds owed to you for salary or travel expenses.

#### Personal Leave

Regular full-time employees will earn the equivalent of 1 day for Personal Leave each quarter, for a total of 4 days per year. These are tracked and gained per pay period. Regular part-time employees will earn prorated Personal Leave based on the hours per 40 hour week worked. These are to be used for unexpected appointments, funerals, etc. that might require unforeseen short times out of the office. These can be reported as hours used per day. Personal Leave earned is not to be used to extend vacation leave and is not reimbursable on leaving CRC nor are unused hours carried over to a new year.

#### Non-Job-Related Temporary Disability Leave (Including Maternity)

A temporary disability is defined as any ongoing non-job-related physical condition that incapacitates you, causing you to be absent from work for a period of time not normally in excess of three months (see Appendix 3).

#### Administrative Leave

When adverse weather or other extreme conditions cause the CRC office to be closed, regular full-time and regular part-time employees normally on duty during such time will be paid for such administrative leave. The decision regarding the closing of the office will be made by the Executive Director. CRC offices will normally close when Anne Arundel County Public Schools are closed for inclement weather.

### Bereavement Leave

Regular full-time employees and regular part-time employees will be granted up to three days of leave with pay in the event of a death of an immediate family member (wife, husband, child, mother, father, sister, brother, grandmother, or grandfather, mother-in-law or father-in-law). In these instances, leave will be granted by the Executive Director in consultation with you. Bereavement leave will not be deducted from your vacation leave.

### Military Leave

Full-time employees who are members of the National Guard or organized Reserves of the Armed Forces of the United States will be granted time off for temporary duty in accordance with provisions of the applicable Maryland, Pennsylvania, Virginia, or District of Columbia Codes. Normally this would be for a two-week period each year. Emergency call-ups will be handled on an individual basis. When you receive your official military orders, a copy of the orders must be given to the Executive Director.

If your military pay is lower than your usual earnings from the CRC, you will be reimbursed the difference. If this occurs, a record of your military earnings must be presented to the Executive Director upon return from temporary military duty.

### Civil Leave

Employees are eligible for paid Civil Leave in the following situations:

1. If you do not have sufficient time before or after regular duty hours to vote, up to two hours Civil Leave will be granted.
2. If you receive notification that you have been chosen for jury duty or subpoenaed as a witness in a lawsuit, in such instance you should notify your supervisor and the Executive Director immediately so that it may be determined if your job can be satisfactorily covered during the absence from the office which jury or witness duty would entail. Excuses from service on jury or witness duty should be coordinated through the Executive Director.
3. The CRC will pay you while on jury or witness duty the difference between your salary and the amount received for jury or witness service. Any day you are not chosen serve on a jury and/or are dismissed for the day or told that you are not needed that day as a witness, you are expected to return to work for the remainder of that day.

## **INSURANCE**

### Unemployment Insurance

This benefit is paid entirely by the CRC under the provisions of the applicable Maryland, Pennsylvania, Virginia, or District of Columbia Employment Security Laws.

### Worker's Compensation

You are covered by Worker's Compensation Insurance for any job-related injury or illness. This coverage applies to injury or illness which occurs during approved work hours while performing tasks within the normal scope of the job.

### Medical Insurance

Medical Insurance is offered on a voluntary co-pay basis. The medical option must be made upon initial employment with coverage beginning the first day of employment or during "open season" which is in March of each year. Medical contributions are deducted automatically from pay on a monthly basis.

Since an employee's taxable income will be reduced by the amount of their contribution, there will be less income on which social security taxes are paid. This may cause the employee to receive smaller retirement or disability benefits in the future.

## **RETIREMENT**

### Social Security

Social Security is funded through deductions from your paycheck and by employer contributions. CRC matches the deductions from your paycheck. Social security provides a number of benefits, including retirement, disability, and certain health and medical care benefits. All employees are required to participate.

### 401k

CRC maintains a 401K-retirement plan. This is an employee contribution plan; with a 1% employer contribution or match. Participation is on a voluntary basis and new employees are immediate eligible for participation.

## Appendix 1

### SEXUAL HARASSMENT CRC's Policy on Sexual Harassment

The policy of the Chesapeake Research Consortium (CRC) is to ensure all employees equal opportunities in all aspects of employment, free from gender-based harassment in any form. Sexual harassment is a form of sex discrimination, punishable under Title VII of the Civil Rights act of 1964, as amended. Sexual harassment is unwelcome, unsolicited, and deliberate behavior having a definite sexual component or content. It is illegal and deplorable behavior that creates an offensive and hostile working environment undermining the integrity of employee relationships and adversely affecting morale. Such behavior interferes with productivity and may adversely affect employee careers. It is unacceptable conduct and will not be tolerated from employees, Fellows, vendors, contractors, volunteers, or any others who do business with CRC.

Each of us is expected to maintain the highest standards of honesty, impartiality, and conduct in the performance of CRC's business. Therefore, all employees must work together to prevent and eliminate sexual harassment. Supervisors must advise member staff of preventive measures, monitor cues in the work environment, counsel subordinates on their behavior, set proper examples, and take appropriate disciplinary action if necessary. Also, staff are responsible of immediately reporting incidences of sexual harassment to their supervisor or to Executive Director.

CRC is committed to preventing and eliminating sexual harassment. All CRC employees are encouraged to show their commitment by exhibiting the highest professional behavior and courtesies to colleagues and public we serve.

In accordance with guidelines issued by the Equal Employment Opportunity Commission on discrimination because of sex, sexual harassment of employees is a prohibited personnel practice and the CRC strongly disapproves of such conduct. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
2. Submission to or rejection of such conduct by an individual is used as the basis for an adverse employment decision(s) affecting the individual;
3. Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.
4. No supervisor, co-employee, or non-employee shall threaten or suggest that an employee's refusal to submit to sexual advances will adversely affect the employee's employment, wages, advancement, assigned duties, shifts, or any other condition of employment.
5. Other types of prohibited conduct by supervisor, co-employees or non-employee suggestive touching, suggesting gestures and comments, graphic verbal description of an individual's body, and the display in the work place of sexually suggestive objects or pictures.

If you believe that you are being subjected to sexual harassment, you should immediately notify your supervisor or the Director. An investigation will be undertaken and appropriate sanctions and corrective measures will be instituted if your allegations warrant such action. Persons who commit acts of intimidation and harassment will be admonished to discontinue such conduct and will be disciplined accordingly to the severity of the case. Appropriate discipline may include actions up to and including termination of employment.

CRC assures you that this procedure has been established for your benefit and to allow you the freedom of expressing your feelings and/or complaints. You do not need to fear that you will be penalized for registering a harassment complaint. The CRC is dedicated to removing all forms of sexual harassment and is committed to a prompt and impartial investigation and resolution of any complaint.

Direct any questions or comments regarding this matter to the Executive Director.

## Appendix 2

### SUBSTANCE ABUSE POLICY

Substance Abuse adversely affects the lives of many citizens and has had a negative effect on some business operations. The Federal Omnibus Drug Abuse Act of 1988 stipulates that any State that receives Federal dollars must establish a Drug-Free Workplace, including a policy on use of substances, a drug-awareness program for employees, and a procedure for reporting.

A drug-free workplace is fundamental to efficient, effective, and responsive employment.

CRC establishes and adopts the following substance-abuse policy:

1. Employees are prohibited from unlawfully manufacturing, distributing, dispensing, possessing, or using controlled substances in the workplace;
2. Where justified by reliable information and /or observation, criminal violations shall be referred to the appropriate law enforcement authority for investigation and possible prosecution;
3. All employees must cooperate fully with appropriate law enforcement authorities in investigating and prosecuting illegal drug or alcohol use;
4. CRC will educate and inform its employees about:
  - a. The dangers of drug and alcohol abuse in the workplace and the community;
  - b. Its policy of maintaining a drug-free workplace;
  - c. Any drug and alcohol abuse counseling, rehabilitation, and employee assistance programs that are available; and
  - d. The penalties that may be imposed upon employees for substance abuse violations.
5. As a condition of employment, all employees of CRC are required to acknowledge receipt of this policy by signing the Terms of Employment Memo of Understanding (Appendix 4).

CRC is committed to making good-faith efforts to insure a safe, secure, and drug-free workplace for its employees consistent with the Drug-Free Workplace Act, operations, and the needs of employees to work in a drug-free environment conducive to productive and satisfying job experiences. This policy requires the cooperation and support of all employees as we move toward that objective.

## Appendix 3

### **NON-JOB-RELATED TEMPORARY DISABILITY LEAVE (Includes Family Leave)**

A temporary disability is defined as any ongoing non-job-related physical condition that incapacitates you, causing you to be absent from work for a period of time not normally in excess of three months.

Disability caused or contributed to by pregnancy, miscarriage, childbirth and the recovery therefrom will be treated as any other illness under CRC's vacation/sick leave policy previously stated.

Your intention to take non-job-related temporary disability leave relating to maternity or paternity leave must be submitted in writing at least three months (90 days) prior to your intended departure, giving the approximate dates of your planned leave so efforts can be made to arrange for coverage of your job during your absence. If you are away from work for no longer than a total of three consecutive months (90 days), every effort will be made to hold your position or one comparable to it for you until your return.

Non-job-related temporary disability leave for absence will first be charged to sick leave. When all sick leave time has been exhausted, you may at your option, charge your time to vacation leave. If you choose not to utilize vacation leave or have exhausted your vacation leave, you will then be placed on a leave-without-pay status until you are able to return to work for up to and including six weeks following the birth of the child, but for not more than three months.

Employees with approved non-job-related temporary disability leave may request advanced vacation or sick leave in accordance with provisions stated for those benefits. In addition, critical medical conditions requiring extended disability leave, beyond three months, may be approved as leave without pay by the Executive Director on a case-by-case basis with concurrence of the Board of Trustees.

You will not lose seniority during your non-job-related temporary disability leave; however, unpaid leave time will not count towards time worked for purposes of vacation/sick leave accrual.

**Appendix 4**

**TERMS OF EMPLOYMENT**

MEMO OF UNDERSTANDING - At the time of employment or when the CRC's Board of Directors amends Terms of Employment, you will be requested to sign agreement to the following memorandum of understanding:

"I have carefully read the CRC's Employee Handbook; I understand and accept CRC's Terms of Employment without reservation (except as indicated below under Exceptions). I certify that my application resume is complete and accurate as signed by me under penalty of laws for perjury, and that the CRC's Terms of Employment represent all understandings, written or verbal, between me and the Chesapeake Research Consortium, except only as stated on my employment agreement or other written contracts signed by the Executive Director. It is further understood that I will accept all rights, responsibilities, and benefits of any subsequent Terms of Employment of the CRC which applies to all other employees in my same employment status. In addition, I certify that I will maintain insurance on my personal vehicle and maintain a valid driver's license.

Under Maryland law, an employer may not require or demand any applicant for employment or prospective employment or any employee to submit to or take a polygraph, lie detector or similar test or examination as a condition of employment or continued employment. Any employer who violates this provision is guilty of a misdemeanor and subject to a fine not to exceed \$100.

EXCEPTIONS:

ACCEPTED BY EMPLOYEE:

\_\_\_\_\_

\_\_\_\_\_ Date

APPROVED FOR THE BOARD OF TRUSTEES:

\_\_\_\_\_  
Denice Wardrop  
Executive Director

\_\_\_\_\_ Date