U.M. FDSP. Associates P.A

EMPLOYEE HANDBOOK

MC900212325[1]

**Effective Date: March 27, 2015**

**WELCOME TO U.M. FDSP ASSOCIATES, P.A.**

An interesting and challenging experience awaits you as an employee of U.M. FDSP Associates. To answer some of the questions you may have concerning the Company and its policies, we have written this handbook. Please read it thoroughly and retain it for future reference. No employee handbook can anticipate every circumstance or question about policy. The policies stated in this handbook are guidelines only and are subject to change at the sole discretion of U.M. FDSP Associates, as are all other policies, procedures, benefits, and other programs of U.M. FDSP Associates. From time to time, you may receive updated information concerning changes in policy. If you have any questions regarding any policies, please ask your supervisor or a member of our human resources department for assistance.

**This handbook is not a contract, there is no implied promise that employment will continue for a set period of time or that your employment will be terminated only under particular circumstances. Employment with U.M. FDSP Associates is voluntarily entered into, it must be remembered that the employment relationship is based on the mutual consent of the employee and U.M. FDSP Associates. Although we hope that your employment relationship with us will be long term. At any time either you or U.M. FDSP Associates may terminate this relationship, for any reason, with or without cause or notice. Please understand that no supervisor, manager, or representative of U.M. FDSP Associates other than the president, the general counsel, or the executive director has the authority to enter into any agreement with you for employment for any specified period of time or to make any promises or commitments contrary to the foregoing. Further, any employment agreement entered into by the president, the general counsel, or the executive director shall not be enforceable unless it is in a formal written agreement and signed by you and one of these designated company representatives.**

We wish you the best of luck and success in your position and hope that your employment relationship with U.M. FDSP Associates will be a rewarding experience.

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# ABOUT THIS HANDBOOK

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

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

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

Only the Board of Directors has the authority to enter into agreements with employees. Only the Board of Directors can bind U.M. FDSP to agreements that are inconsistent with the policies, procedures, and benefits stated in this Handbook.

1. **WORKPLACE PRACTICES**

EQUAL EMPLOYMENT OPPORTUNITY

U.M. FDSP Associates provides equal employment opportunities to all employees and applicants for employment without regard to race, color, religion, sex, sexual orientation, national origin, ancestry, age, marital status, disability, or status as a Vietnam-era or special disabled veteran in accordance with applicable federal laws. In addition, U.M. FDSP complies with applicable state and local laws governing nondiscrimination in employment. This policy applies to all terms and conditions of employment, including, but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation, and training.

U.M. FDSP expressly prohibits any form of unlawful employee harassment based on race, color, religion, sex, sexual orientation, national origin or ancestry, age, marital status, disability, or status as a Vietnam-era or special disabled veteran, or status in any group protected by state of local law. Improper interference with the ability of U.M. FDSP Associates’ employees to perform their expected job duties by any supervisor, employee or third party will not be tolerated.

With respect to sexual harassment, U.M. FDSP prohibits the following by any employee, supervisor or third party:

1. Unwelcome sexual advances, requests for sexual favors, and all other verbal or physical

conduct of a sexual or otherwise offensive nature, especially where:

* Submission to such conduct is made either explicitly or implicitly a term or condition of employment;
* Submission to or rejection of such conduct is used as the basis for decisions affecting an individual’s employment; or
* Such conduct has the purpose or effect of creating an intimidating, hostile, or offensive working environment.

1. Offensive comments, jokes, innuendo, and other sexually oriented statements.

*Complaint Procedure*

Each member of management is responsible for creating an atmosphere free of discrimination and harassment, sexual or otherwise. Further, employees are responsible for respecting the rights of their coworkers.

If you experience any job-related harassment based on your sex, race, national origin, disability, or another factor, or believe that you have been treated in an unlawful discriminatory manner, promptly report the incident to your supervisor, who will investigate the matter and take appropriate action, including reporting it to the Human Resources Manager. If you believe it would be inappropriate to discuss the matter with your supervisor, you may bypass your supervisor and report it directly to the head of your department or to the Human Resources Manager, who will undertake an investigation. Your complaint will be kept confidential to the maximum extent possible.

If U.M. FDSP determines that an employee is guilty of harassing another individual, appropriate disciplinary action will be taken against the offending employee, up to and including termination of employment. U.M. FDSP prohibits any form of retaliation against any employee for filing a bona fide complaint under this policy or for assisting in a complaint investigation. However, if after investigating any complaint of harassment or unlawful discrimination, U.M. FDSP determines that the complaint is not bona fide or that an employee has provided false information regarding the complaint, disciplinary action may be taken against the individual who filed the complaint or who gave the false information.

## NONDISCRIMINATION AGAINST AND ACCOMMODATION OF INDIVIDUALS WITH DISABILITIES

U.M. FDSP Associates complies with the Americans With Disabilities Act and applicable state and local laws providing for nondiscrimination in employment against qualified individuals with disabilities. U.M. FDSP also provides reasonable accommodation for such individuals in accordance with these laws. In this connection, the U.M. FDSP Executive evaluates the feasibility of requested accommodation in light of the ADA's guidelines, determines whether such accommodation will create an undue hardship on U.M. FDSP, and establishes a corporate budget for accommodation. It is U.M. FDSP's policy to, without limitation:

1. Ensure that qualified individuals with disabilities are treated in a nondiscriminatory manner in the pre-employment process and that employees

with disabilities are treated in a nondiscriminatory manner in all terms, conditions, and privileges of employment.

1. Administer medical examinations (a) to applicants only after conditional offers of employment have been extended, and (b) to employees only when justified by business necessity, such as for a second medical opinion or a fitness-for-duty exam.
2. Keep all medical-related information confidential in accordance with the requirements of the ADA and retain such information in separate confidential files.
3. Provide applicants and employees with disabilities with reasonable accommodation, except where such an accommodation would create an undue hardship on U.M. FDSP Associates.
4. Notify individuals with disabilities that U.M. FDSP provides reasonable accommodation to qualified individuals with disabilities, by including this policy in U.M. FDSP's employee handbook and in its corporate policies and procedures manual and by posting the Equal Employment Opportunity Commission's poster on not discriminating against individuals with disabilities and other protected groups.

**Procedure for Requesting an Accommodation**

Qualified individuals with disabilities may make requests for reasonable accommodation to U.M. FDSP's Human Resource Manager. On receipt of an accommodation request, the Human Resource Manager will meet with the requesting individual to discuss and identify the precise limitations resulting from the disability and the potential accommodation that U.M. FDSP might make to help overcome those limitations.

The Human Resource Manager, in conjunction with appropriate management representatives identified as having a need to know (e.g., the individual's supervisor/department head), will determine the feasibility of the requested accommodation, considering various factors, including, but not limited to, the nature and cost of the accommodation, the availability of tax credits and deductions, outside funding, the facility's overall financial resources and organization, and the accommodation's impact on the operation of the facility, including its impact on the ability of other employees to perform their duties and on the facility's ability to conduct business.

The Human Resource Manager will inform the employee of U.M. FDSP’s decision on the accommodation request or on how to make the accommodation. If the accommodation request is denied, employees will be advised of their right to appeal U.M. FDSP's decision to the Executive Committee by submitting a written statement to the Executive Director along with the reasons for the request.

The U.M. FDSP Executive Committee will review all employee appeals. After reviewing an employee's appeal, the Committee will notify the Executive Director of its decision. The Executive Director will, in turn, notify the individual making the appeal of the Committee's decision, which will be final.

## LIFE-THREATENING ILLNESSES IN THE WORKPLACE

Employees with life-threatening illnesses, such as cancer, heart disease, and AIDS, often wish to continue in their position to the extent allowed by their condition. U.M. FDSP Associates supports these endeavors as long as employees are able to meet acceptable performance standards. As in the case of all disabilities, U.M. FDSP will make reasonable accommodations in accordance with all legal requirements, to allow qualified employees with life-threatening illnesses to perform the essential functions of their jobs.

Medical information on individual employees is treated confidentially. U.M. FDSP will take reasonable precautions to protect such information from inappropriate disclosure. Managers and other employees have a responsibility to respect and maintain the confidentiality of employee medical information. Anyone inappropriately disclosing such information is subject to disciplinary action, up to and including termination of employment.

U.M. FDSP Associates endorses the University of Maryland at Baltimore campus policy on blood-borne pathogens.

Employees with questions or concerns about life-threatening illnesses are encouraged to contact the Human Resources for information and referral to appropriate services and resources.

## CONFIDENTIALITY OF INFORMATION

It is the policy of U.M. FDSP to ensure that the operations, activities, and business affairs of U.M. FDSP Associates, our clinic patients, and our clients are kept confidential to the greatest possible extent. If, during their employment, employees acquire confidential or proprietary information about U.M. FDSP, its patients, and its clients, such information is to be handled in strict confidence and not to be discussed with outsiders. Employees are also responsible for the internal security of such information.

Employees found to be violating this policy are subject to disciplinary action, up to and including termination, and may also be subject to civil and/or criminal penalties for violations of, among other things, applicable securities laws.

## CONFLICTS OF INTEREST

Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. This policy establishes only the framework within which U.M. FDSP wishes the business to operate. The purpose of these guidelines is to provide general direction so that employees can seek further clarification on issues related to the subject of acceptable standards of operation. Contact Human Resources for more information or questions about conflicts of interest.

Transactions with outside firms must be conducted within a framework established and controlled by the executive level of U.M. FDSP Associates. Business dealings with outside firms should not result in unusual gains for those firms. Unusual gain refers to bribes, product bonuses, special fringe benefits, unusual price breaks, and other windfalls designed to ultimately benefit the employer, the employee, or both. Promotional plans that could be interpreted to involve unusual gain require specific executive level approval.

An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative as a result of U.M. FDSP’s business dealings. For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

No “presumption of guilt” is created by the mere existence of a relationship with outside firms. However, if an employee has any influence on transactions involving purchases, contracts, or leases, it is imperative that she or he disclose to an officer of potential conflict of interest so that safeguards can be established to protect all parties.

Personal gain may result not only in cases where an employee or relative has a significant ownership in a firm with which U.M. FDSP does business but also when an employee or relative receives any kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealings involving U.M. FDSP Associates.

## DRUG FREE WORKPLACE

It is the policy of U.M. FDSP to create a drug-free workplace in keeping with the spirit and intent of the Drug-Free Workplace Act of 1988. To promote this goal, employees are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory manner. The use of controlled substances is inconsistent with the behavior expected of employees, subjects all employees and visitors to our facilities to unacceptable safety risks, and undermines U.M. FDSP's ability to operate effectively and efficiently. In this connection, the unlawful manufacture, distribution, dispensation, possession, sale, transfer, purchase use or being under the influence of illegal drugs in the workplace or while engaged in U.M. FDSP business off U.M. FDSP's premises is strictly prohibited and is cause for termination. Such conduct is also prohibited during nonworking time to the extent that in the opinion of U.M. FDSP, it impairs an employee's ability to perform on the job or threatens the reputation and integrity of U.M. FDSP Associates.

Employees convicted of controlled substance-related violations including pleas of nolo contendere (i.e., no contest), must inform U.M. FDSP within five days of such conviction or plea. Employees who violate any aspect of this policy may be subject to disciplinary action up to and including termination. At its discretion, U.M. FDSP may require employees who violate this policy to successfully complete a drug abuse assistance or rehabilitation program as a condition of continued employment.

The possession, use or being under the influence of alcoholic beverages in the workplace or on campus property at any time including rest and meal periods, except in connection with campus-authorized events, is strictly prohibited and is cause for termination.

Employees with questions on this policy or issues related to drug or alcohol use in the workplace should raise their concerns with their supervisor or the Human Resources Manager without fear of reprisal.



1. **ABOUT YOUR JOB**

## WORK HOURS

Work hours and schedules vary throughout our organization. Supervisors will advise employees of their individual work hours. The normal workweek for all full-time employees is forty hours, divided into five days, Monday through Friday, with employees regularly scheduled to work eight hours per day.

The normal work hours for full-time employees are 8:00 A.M. to 5:00 P.M., with a one-hour unpaid meal period, normally taken between 11:00 A.M. and 2:00 P.M. The time of your meal period will be designated by your supervisor. If you are a part-time employee, your working hours and schedule will be arranged by your supervisor.

Daily and weekly work schedules may be changed from time to time at the discretion of U.M. FDSP to meet the varying conditions of our business. Changes in work schedules will be announced as far in advance as practicable.

## CLASSIFICATIONS OF EMPLOYMENT

It is the intent of U.M. FDSP Associates to clarify the definitions of employment classifications so that employees understand their employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time. Accordingly, the right to terminate the employment relationship at will at any time is retained by both the employee and U.M. FDSP Associates. For purposes of salary administration and eligibility for overtime payments and employee benefits, U.M. FDSP Associates classifies its employees as follows:

* ***Full-time regular employees***. Employees hired to work U.M. FDSP's normal, full-time, forty-hour workweek on a regular basis. Such employees may be “exempt” or “nonexempt” as defined below. Generally, they are eligible for U.M. FDSP’s benefit package, subject to the terms, conditions, and limitations of each benefit program.
* ***Part-time regular employees***. Employees hired to work fewer than forty hours per week on a regular basis. Such employees may be “exempt” or “nonexempt” as defined below. Regular part-time employees are eligible for some benefits sponsored by U.M. FDSP, on a pro-rata basis, subject to the terms, conditions, and limitations of each benefit program.
* ***Part-time employees***. Employees hired to work fewer than forty hours per week on a regular basis. Such employees may be “exempt” or “nonexempt” as defined below. While they do receive all legally mandated benefits (such as Social Security and worker’s compensation insurance), they are ineligible for all of U.M. FDSP’s other benefit programs.
* ***Temporary employees***. Employees engaged to work full time or part time on U.M. FDSP's payroll with the understanding that their employment will be terminated no later than on completion of a specific assignment. (Note that a temporary employee may be offered and may accept a new temporary assignment with U.M. FDSP and thus still retain temporary status.) Such employees may be “exempt” or “nonexempt” as defined below. (Note that employees hired from temporary employment agencies for specific assignments are employees of the respective agency and not of U.M. FDSP Associates.) While temporary employees receive all legally mandated benefits (such as Social Security and worker’s compensation insurance), they are ineligible for all of U.M. FDSP’s other benefit programs.
* ***Casual employees***. Employees engaged to work on an intermittent and/or unpredictable basis. Such employees may be “exempt” or “nonexempt” as defined below. While casual employees receive all legally mandated benefits (such as Social Security and worker’s compensation insurance), they are ineligible for all of U.M. FDSP’s other benefit programs.
* ***Nonexempt employees***. Employees who are required to be paid overtime at the rate of time and one half (i.e., one and one-half times) their regular rate of pay for all hours worked beyond forty hours in a workweek, in accordance with applicable federal wage and hour laws.
* ***Exempt employees***. Employees who are not required to be paid overtime, in accordance with applicable federal wage and hour laws, for work performed beyond forty hours in a workweek. Executives, professional employees, and certain employees in administrative positions are typically exempt.

You will be informed of your initial employment classification and of your status as an exempt or nonexempt employee during your orientation session. If you change positions during your employment as a result of a promotion, transfer, or otherwise, you will be informed by the human resources department of any change in your exemption status.

Please direct any questions regarding your employment classification or exemption status to the human resources department.

## PERSONNEL FILES

U.M. FDSP Associates maintains personnel files on each employee. These files contain documentation regarding all aspects of the employee’s tenure with U.M. FDSP, such as performance appraisals, beneficiary designation forms, disciplinary warning-notices, and letters of commendation. Personnel files are the property of U.M. FDSP Associates, and access to the information they contain is restricted. Generally, only supervisors and management personnel of U.M. FDSP who have a legitimate reason to review information in a file are allowed to do so. You may review your personnel file periodically in the presence of a member of the human resources department. If you are interested in reviewing your file, contact the human resources department to schedule an appointment.

To ensure that you personnel file is up-to-date at all times, notify the human resources department of any changes in your name, telephone number, home address, marital status, number of dependents, beneficiary designations, scholastic achievements, the individuals to notify in case of an emergency, and so forth.

## PERSONAL APPEARANCE AND DEMEANOR

Discretion in style of dress and behavior is essential to the efficient operation of U.M. FDSP Employees are, therefore, required to dress in appropriate business attire or uniforms and employees are required to behave in a professional businesslike manner. Please use good judgment in your choice of work clothes and remember to conduct yourself at all times in a way that best represents you and U.M. FDSP

Body piercings are limited to the ears. Any other visible body piercings must be removed and replaced with clear studs. Body parts included in this policy includes but is not limited to other parts of the face and tongue,

Employees are also required to keep their work environment clean and orderly. Before departing at the end of their workday, employees should lock all files and cabinets and clear all work materials from desk surfaces, especially materials of a sensitive or confidential nature.

Employees failing to adhere to proper U.M. FDSP standards with respect to appearance and demeanor are subject to disciplinary action.

## SMOKING

To maintain a safe and comfortable working environment and to ensure compliance with applicable laws, smoking in U.M. FDSP offices and facilities is strictly prohibited. Because U.M. FDSP may be subject to criminal and civil penalties for violations of applicable smoking laws, we must insist on strict adherence to this policy. Employees smoking in the facility will be subject to disciplinary action up to and including possible termination.

This policy applies equally to all employees, patients, and visitors. Please contact the human resources department if you have any questions about U.M. FDSP's smoking policy.

## OUTSIDE EMPLOYMENT

An employee may hold a job with another organization as long as she or he satisfactorily performs her or his job responsibilities with U.M. FDSP Associates. All employees will be judged by the same performance standards and will be subject to U.M. FDSP’s scheduling demands, regardless of any existing outside work requirements.

If U.M. FDSP determines that an employee’s outside work interferes with performance or the ability to meet the requirements of U.M. FDSP as they are modified from time to time, the employee may be asked to terminate the outside employment if she or her wishes to remain with U.M. FDSP Associates.

Outside employment will present a conflict of interest if it has an adverse impact on U.M. FDSP Associates.

## WORKPLACE SEARCHES

To safeguard the property of our employees, our customers, and U.M. FDSP, and to help prevent the possession, sale, and use of illegal drugs on U.M. FDSP's premises, in keeping with the spirit and intent of U.M. FDSP's drug-free workplace policy, U.M. FDSP reserves the right to question employees and to inspect any packages, parcels, purses, handbags, briefcases, lunchboxes, or any other possessions or articles carried to and from U.M. FDSP's property. In addition, U.M. FDSP reserves the right to search any employee's office, desk, files, locker, or any other area or article on our premises. In this connection, it should be noted that all offices, desks, files, lockers, and so forth, are the property of U.M. FDSP and are issued for the use of employees only during their employment with U.M. FDSP Inspections may be conducted at any time at the discretion of U.M. FDSP Associates.

Employees working on or entering or leaving the premises who refuse to cooperate in an inspection, as well as employees who after the inspection are believed to be in possession of stolen property or illegal drugs, will be sent immediately to the human resources department and be subject to disciplinary action up to and including discharge if on investigation they are found to be in violation of U.M. FDSP's security procedures or any other U.M. FDSP rules and regulations.

**VIOLENCE IN THE WORKPLACE**

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

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

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

## USE OF EQUIPMENT

Equipment essential in accomplishing job duties is often expensive and may be difficult to replace. When using property and equipment belonging to U.M. FDSP Associates and The University of Maryland at Baltimore, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards, and guidelines.

Please notify your supervisor if any equipment, machines, or tools appear to be damaged, defective, or are in need of repair. Prompt reporting of damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. Your supervisor can answer any questions about an employee’s responsibility for maintenance and care of equipment used on the job.

The improper, careless, negligent, destructive, or unsafe use or operation of equipment can result in disciplinary action, up to and including termination of employment.



1. **LEAVE AND TIME OFF**

## VACATION LEAVE

U.M. FDSP grants annual, paid vacation leave to its full-time regular and part-time regular employees. Part-time regular employees accrue vacation leave on schedules proportionate to their full-time equivalency, but are paid only for the number of hours they would normally be scheduled to work during the vacation period. The amount of vacation to which you are entitled depends on your length of service as of your eligibility date, as follows:

1. **Full-Time Regular Non-exempt Employees**

**Years of Service as Annual Vacation Bi-Weekly Accrual**

**of Anniversary Date** **Allowance**  **Schedule\_\_\_\_\_\_\_\_\_**

1 through 4 10 days 3 hours and 5 minutes

5 through 9 15 days 4 hours and 37 minutes

10 or more 20 days 6 hours and 9 minutes

1. **Part-Time Regular Non-exempt Employees**

**Years of Service as Annual Vacation Bi-Weekly Accrual**

**of Anniversary Date** **Allowance**  **Schedule\_\_\_\_\_\_\_\_\_**

1 through 4 5 days 1 hours and 52 minutes

5 through 9 10 days 2 hours and 18 minutes

10 or more 15 days 3 hours and 45 minutes

1. **Full-Time Regular Exempt Employees**

**Years of Service as Annual Vacation Bi-Weekly Accrual**

**of Anniversary Date** **Allowance**  **Schedule\_\_\_\_\_\_\_\_\_**

1 through 4 15 days 4 hours and 37 minutes

5 or more 20 days 6 hours and 9 minutes

The length of eligible service is calculated on the basis of a “benefit year”. This is the 12-month period that begins when the employee starts to earn vacation leave. Newly hired full-time regular and part-time regular employees begin earning vacation leave on the full day of service and may take accrued vacation leave after six months of service. An employee’s benefit year may be extended for any significant leave of absence except military leave of absence.

As stated above, employees are encouraged to use available paid vacation leave for rest, relaxation, and personal pursuits. In the event that available vacation leave is not used by the end of the benefit year, employees may carry unused leave forward to the next benefit year. If the total amount of unused vacation leave reaches a “cap” equal to two times the annual vacation earning amount, further vacation leave accrual will stop. When the employee uses paid vacation leave and brings the available amount below the cap, vacation accrual will begin again.

Employees are required to take their earned vacation leave. No payments will be made in lieu of taking vacation leave, except for accrued unused vacation leave at the time of termination. Vacation leave is paid at the employee’s base pay rate at the time of vacation. It does not include overtime or any special forms of compensation. Vacation time will accrue only when an employee is on a leave of absence if the leave is paid.

In the event that a holiday observed by U.M. FDSP falls within a scheduled vacation period, you will be granted an alternate use of vacation leave at a later date.

Vacation leave may be taken as weekly periods, individual days, or in increments of one-half an hour with the minimum amount of vacation leave that can be granted for a single occurrence being two hours. All vacation leave requests must have departmental approval. You should submit a leave request form to your supervisor at least two weeks before the date you wish your vacation to begin. Vacation leave is available for use beginning the pay period after which it is earned and cannot be advanced to the employee. Vacation leave cannot be used by U.M. FDSP employees to compensate for their tardiness.

Employees terminating employment for any reason are entitled to payment for all accrued unused vacation time.

## SICK LEAVE

U.M. FDSP provides paid sick leave to full-time regular employees and part-time regular employees.

Examples of how sick time can be used include:

1. Absence due to the death of someone in the employee’s immediate family (refer the Bereavement Leave Section of this Handbook)
2. Absence as a result of a disabling work-related injury/accident.
3. Absence for scheduled visits to a physician, dentist, hospital or clinic (written verification of the visit may be required).
4. Absence for illness.

**Years of Service as Full Time Annual Full Time Bi-Weekly**

**of Anniversary Date** **Sick Allowance** **Accrual Schedule**

All years of service 10 days 3 hours and 5 minutes

Eligible employees accrue sick days at the rate of three hours and five minutes per pay period to a maximum of ten days per calendar year. **Part-time** regular employees accrue sick leave proportionate to their full-time equivalency, however they may be paid only up to the number of hours they would normally be scheduled to work during the sick leave period. Sick leave benefits are calculated on the basis of a “benefit year”, the 12-month period that begins when the employee starts to earn sick leave benefits. Newly hired full-time regular and part-time regular employees begin earning sick leave on the first day of service and may take accrued sick leave up to the balance available immediately. An employee’s benefit year may be extended for any significant leave of absence except military service.

If you are unable to work because of illness, you must notify your supervisor or your department head within thirty minutes of the beginning of your regular work shift each day of your absence unless you are granted an authorized medical leave, in which case different notification procedures apply. (See the family and medical leaves of absence policy earlier in this handbook.) Failure to properly notify U.M. FDSP results in an unexcused absence.

Paid sick leave can be used in minimum increments of one-half hour. Eligible employees may use sick leave benefits for an absence due to their own illness, injury, or documented doctor’s appointment, or that of an immediate family member who resides in the employee’s household.

Sick days may be carried over from one calendar year to the next, and sick leave may be accumulated indefinitely. No payments are made for accrued unused sick days at the end of any calendar year or in the event of termination. Sick leave benefits will be calculated based on the employee’s base pay rate at the time the absence and will not include any special forms of compensation, such as incentives or bonuses.

Sick leave benefits are intended solely to provide income protection in the event of illness or injury, and may not be used for any other absence except under the guidelines covered under the bereavement leave section of this handbook.

If you are absent for more than three workdays within a two week time frame, a statement from a physician is required before you will be permitted to return to work. In such instances, U.M. FDSP also reserves the right to require you to submit to an examination by a physician designated by U.M. FDSP at its discretion. In addition, U.M. FDSP may require you either to submit a statement from your physician or to be examined by a company-designated physician in other instances at its discretion, such as where abuse is suspected (e.g., where an employee's record indicates a pattern of short absences and/or frequent absences before or after holidays and weekends).

Long-term illnesses are covered under U.M. FDSP's salary continuation and long-term disability benefits plans. Please consult the appropriate sections of this handbook for further details regarding these plans.

## PERSONAL LEAVE

In addition to providing paid time off for company-designated holidays, U.M. FDSP permits full-time regular employees to take up to **24 hours (3 days)** of paid personal leave annually for personal business that cannot be taken care of outside regular business hours and for religious observances, ethnic holidays, and other events of personal significance. Part-time regular employees receive personal leave in an amount proportionate to their full-time equivalency.

Eligible employees receive three personal days at the beginning of the calendar year. Newly hired employees are eligible for personal leave during the calendar year in which they are hired.

You must give your immediate supervisor written notice of intent to use personal leave at least one week before taking that leave except in emergency situations. Personal leave may be used in minimum increments of one half of an hour (½). Your supervisor considers workload priorities in determining whether to approve such requests; however, full consideration is given to requests for holidays of religious significance where reasonable accommodation is possible.

Personal days must be taken within the calendar year. There shall be no carryover of personal days from year to year, and there shall be no payment for unused personal days at the end of any calendar year or in the event of termination.

## JURY AND WITNESS DUTY LEAVE

If you are a full-time regular employee or part-time regular employee who is summoned to jury duty, U.M. FDSP continues your salary during your active period of jury duty for up to a maximum of ten working days per calendar year. You are also permitted to retain the nominal allowance you receive from the court for such service. If you are not a full-time regular employee or part-time regular employee, you are given time off without pay while serving jury duty. Jury duty pay will be calculated on the employee’s base pay rate times the number of hours the employee would otherwise have worked on the day of absence.

If employees are required to serve jury duty beyond the period of paid jury leave, they may use any available accrued leave or may request an unpaid jury duty leave of absence. U.M. FDSP will continue to provide health insurance benefits for the full term of the jury duty absence. Vacation, sick leave, and holiday benefits, will continue to accrue during jury duty leave.

All employees are allowed unpaid time off if summoned to appear in court as a witness. Nonexempt employees may use accrued vacation or personal leave time during this period or take the time off without pay. Exempt staff members will be paid their normal salary during any workweek in which they appear as a witness or juror and also perform services for U.M. FDSP, regardless of the amount of time spent performing those services.

To qualify for jury or witness duty leave, you must submit to your supervisor a copy of the summons to serve as soon as it is received. In addition, proof of service must be submitted to your supervisor when your period of jury or witness duty is completed. U.M. FDSP will make no attempt to have your service on a jury postponed except when business conditions necessitate such action.

Employees are expected to report to work whenever the court schedule permits.

## HOLIDAYS

U.M. FDSP matches the Holiday schedule of the University of Maryland, School of Dentistry. U.M. FDSP usually provides paid time off to all full-time regular and part-time regular employees on the following holidays:

**Regular Holidays**

· New Year's Day

· Martin Luther King's Birthday

· Memorial Day

· Independence Day

· Labor Day

· Thanksgiving Day (and following Friday)

· Christmas Day

**Floating Holidays/ Observed Time Off**

· Lincoln’s Birthday

· President’s Day

· Good Friday

· Maryland Day

· Columbus Day

· Election Day (during general or congressional elections)

· Veterans Day

Holidays falling on a Saturday are normally observed on the preceding Friday. Holidays falling on a Sunday are normally observed on the following Monday. Due to operational requirements, U.M. FDSP does not observe all holidays on their calendar date. You are notified before the beginning of each calendar year of the actual dates on which each of these holidays is observed.

When an observance date is different than the calendar date, the holiday is earned and saved for use until the observance date. Upon termination, an employee will be paid at their straight-time pay rate for any earned and un-used holiday leave.

To be eligible to receive holiday pay, you are required to work your regularly scheduled hours the workday preceding and the workday following the holiday and must be in an active pay status. In accordance with U.M. FDSP policy, an approved vacation day or any other excused and paid day off is considered a day worked for purposes of holiday pay eligibility. An employee on an unpaid leave of absence, or on disability, does not receive holiday pay.

All full-time regular employees receive eight paid hours for a holiday. Part-time employees will be granted time off if the holiday corresponds to his or her normally schedule period of work.(Alternately, part-time regular employees will be paid on a prorated bases for the holiday in accordance with the number of hours the employee is scheduled to work each week.)

If a recognized holiday falls during an eligible employee’s paid absence (e.g., vacation, sick leave), holiday pay will be provided instead of the paid time off benefit that would have otherwise applied. If an eligible nonexempt employee works on a recognized holiday, she or he will receive holiday pay plus wages at their straight-time rate for the hours worked on the holiday.

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

Paid time off for holidays will be counted as hours worked for the purposes of calculating overtime.

Floating holidays will be observed in accordance with the University of Maryland Dental School Academic Calendar.

## BEREAVEMENT LEAVE

If you are a full-time regular or part-time regular employee and a death occurs in your immediate family, you will be permitted to use accrued personal, sick, or vacation for time lost from your regular work schedule in accordance with the following guidelines.

You will be permitted to use accrued leave for up to five days off from work with pay in the event of the death of your spouse, child, parent, or sibling; up to three days in the event of the death of your grandparent, father-in-law, mother-in-law, son-in-law, or daughter-in-law; and one day in the event of the death of a relative not a member of your immediate family as defined above. If additional time is required, supervisors will make all reasonable efforts to arrange the work so that you may take the additional time if adequate leave balances are available for use.

In the event that no accrued leave is available, you will be permitted to take leave-without-pay for up to three days off from work in the event of the death of your spouse, child, parent, or sibling, grandparent, father-in-law, mother-in-law, son-in-law, or daughter-in-law; and one day in the event of the death of a relative not a member of your immediate family as defined above. Employees must use any and all available accrued leave prior to being granted leave-without-pay.

Requests for bereavement leave should be made to your immediate supervisor. Employees must provide documentation in the event of a death to be eligible for bereavement leave.

## EMERGENCY CLOSINGS

At times, emergencies such as severe weather or power failures, can disrupt business operations. In extreme cases, these circumstances may require either the activation of a “Liberal Leave Policy” or the closing of our work facility or the activation of an “Administrative Leave Policy”. Only the President of the University of Maryland at Baltimore or, in her or his absence, the Vice President for Administrative Affairs, may close U.M.B. facilities and grant “liberal” or “administrative” leave.

In the event that such an emergency occurs during non-working hours, announcements will be made by the Dean of the Dental School or designee on the Dental School’s voice messaging system. The procedure for obtaining any emergency related message is as follows:

***Using a touch-tone telephone, call the following number: 410-706-3368 (706-DENT). . Listen for specific information pertaining to the Dental School and U.M. FDSP Associates.***

When an emergency situation results in an announcement during working hours, you will receive official notification from your immediate supervisor or through other official channels.

When the decision to grant “liberal leave” has been made, time off from scheduled work will be unpaid. However, employees may use available personal leave time. Employees electing to take “liberal leave” are required to notify their supervisors. Supervisors, and/or departments will establish reasonable notification procedures. As mentioned below, liberal leave does not apply to employees determined to be “essential” for the provision of care in the clinics.

When the decision to grant “administrative leave” has been made, time off from scheduled work will be paid. Under an “administrative leave” situation, the facilities are closed and employees are not expected to report to work.

The Dental Clinics do not close when the Campus President’s Office declares a “liberal” leave day as a result of weather conditions or other reasons. When a liberal “leave” day is declared, all employees designed as “essential” for the provision of care are expected to report to work. All employees who are designated as “essential” will be notified in advance.

## MILITARY LEAVES OF ABSENCE

Leaves of absence for military or Reserve duty are granted to full-time regular and part-time regular employees. If you are called to active military duty or to Reserve or National Guard training, or if you volunteer for the same, you should notify your supervisor and submit copies of your military orders to him or her as soon as is practicable. You will be granted a military leave of absence for the period of military service, in accordance with applicable federal and state laws. If you are a reservist or a member of the National Guard, you are granted time off for required military training. Your eligibility for reinstatement after your military duty or training is completed is determined in accordance with applicable federal and state laws.

Employees will receive partial pay for two-week training assignments and shorter military leaves of absence. Upon presentation of satisfactory military pay verification data, employees will be paid the difference between their normal base compensation and the pay (excluding expense pay) received while on military duty. Military leaves of absence in excess of two-weeks will be unpaid leaves of absence.

Subject to the terms, conditions, and limitations of the applicable plans for which the employee is otherwise eligible, health insurance benefits will be provided by U.M. FDSP Associates for the two-week term of the military leave of absence.

Vacation, sick leave, and holiday benefits will continue to accrue during a military leave of absence.

## FAMILY AND MEDICAL LEAVES OF ABSENCE

### **PART A - Employees Who Qualify for a Leave under the Family and Medical Leave Act**

U.M. FDSP ASSOCIATES will grant a leave of absence to regular full-time and regular part-time employees (who meet the requirements described below) for the care of a child after birth or adoption or placement with the employee for foster care, the care of a covered family member (spouse, child, or parent) with a serious health condition, or in the event of an employee's own serious health condition. Leaves will be granted for a period of up to twelve weeks in any twelve-month period. U.M. FDSP ASSOCIATES will also grant up to 26 weeks of military caregiver leave to care for a covered service member with a serious injury or illness during a 12-month period to eligible employees.

An employee must have completed at least one full year of service with U.M. FDSP ASSOCIATES and have worked a minimum of 1,250 hours in the twelve-month period preceding the leave to be eligible for such leave. Employees who do not meet these requirements may apply for a leave of absence subject to the conditions described in Part B of this policy.

An U.M. FDSP ASSOCIATES “FMLA year” is defined as the 12-month period measured backward from the date of each day of any FMLA leave. All FMLA absences during the previous 12 months will be counted toward your 12-week FMLA entitlement.

If you are seeking to use this leave, you will be required to provide:

* Thirty days advance notice of the need to take FMLA leave when the need is foreseeable;
* When the need is unforeseeable, notice should be given as soon as practical;
* A completed Request for FMLA Absence form; and
* Upon request, medical certification supporting the need for leave in the reason for the leave request is due to a “serious health condition” (as defined by the FMLA) affecting the employee or an immediate family member, to be provided within 15 days of the start of the FMLA absence.
* You may also be asked to provide:
  + Second or third medical opinions (at the employer’s expense), as well as periodic recertification’s; and
  + Periodic reports during FMLA leave regarding your status and intent to return to work.

For absences involving your own serious health condition that last four weeks or longer, you will be required to provide a fitness for duty certificate from a health care provider before returning to work. U.M. FDSP ASSOCIATES may delay restoration to employment until you provide a fitness for duty certificate.

### **Child/Family Care Leave**

If you request a leave of absence to care for a child after birth, adoption, or placement in your home for foster care or to care for a covered family member with a serious health condition, you will be granted unpaid leave under the following conditions:

1. If the leave is planned in advance, you must provide us with at least thirty days' notice prior to the anticipated leave date, using U.M. FDSP ASSOCIATES's official Leave-of-Absence Request Form.
2. If the leave is unexpected, you should notify your supervisor and the human resources department by filing the Leave-of-Absence Request Form as far in advance of the anticipated leave date as is practicable. (Normally, this should be within two business days of when the need for the leave becomes known to the employee.)

All U.M. FDSP ASSOCIATES benefits that operate on an accrual basis (e.g., vacation, sick, personal, and holiday leave) will cease to accrue during any period of FMLA leave which is unpaid.

You will be required to use all accrued, unused sick and vacation leave, as well as any unused personal days during the leave period. Once such benefits are exhausted, the balance of the leave will be without pay.

All group health benefits (e.g., major medical, hospitalization, and dental insurance) will continue during the leave provided you continue regular employee contributions to these plans. (Other benefits, such as 401(k), life insurance, short-term disability and long-term disability, will be governed in accordance with the terms of each benefit plan.)

Employees requesting a leave to care for a covered family member with a serious health condition may be required to provide medical certification from the family member's physician attesting to the nature of the serious health condition, probable length of time treatment will be required, and the reasons that the employee is required to care for this family member. Employees may also be required to provide additional physician's statements at U.M. FDSP ASSOCIATES's request at reasonable intervals. Further, the family member may be required to submit to a medical examination by a physician designated by U.M. FDSP ASSOCIATES at U.M. FDSP ASSOCIATES's expense.

### **Leave for Employee's Serious Health Condition**

If you request a leave of absence for your own serious health condition, you will be granted leave under the following conditions:

1. If the leave is planned in advance, you must provide us with at least thirty days' notice prior to the anticipated leave date, using U.M. FDSP ASSOCIATES's official Leave-of-Absence Request Form.
2. If the leave is unexpected, you should notify your supervisor and the human resources department by filing the Leave-of-Absence Request Form and the Medical Certification as far in advance of the anticipated leave date as is practicable. (Normally, this should be within two business days of when the need for the leave becomes known to the employee.)
3. Any time that you expect to be or are absent for more than five consecutive work days as a result of your own serious health condition (including pregnancy), you will be required to submit appropriate medical certification from your physician. Such certification must include, at a minimum, the date the disability began, a diagnosis, and the probable date of your return to work.

All U.M. FDSP ASSOCIATES benefits that operate on an accrual basis (e.g., vacation, sick, and personal days) will cease to accrue during any period of unpaid leave.

You will be required to use all accrued, unused sick, vacation, and personal days during your leave prior to being eligible for any benefits under U.M. FDSP ASSOCIATES's Pregnancy Leave .Once such accrued benefits are exhausted, the balance of your leave will be without pay, unless you are eligible for short-term disability benefits in accordance with applicable state law.

All group health benefits will continue during the leave provided you continue regular employee contributions to these plans. (Other benefits, such as 401(k), life insurance, sort-term disability and long-term disability, will be governed in accordance with the terms of each benefits plan.) You must arrange for payment through the Human Resources Department. If you fail to return to work at the completion of the 12 week FMLA entitlement period, U.M. FDSP ASSOCIATES may terminate you and recover from you the cost of any insurance coverage or health premiums it paid during your FMLA leave. You may be entitled to continue your insurance coverage under COBRA if you terminate your employment.

Before you will be permitted to return from medical leave, you will be required to present U.M. FDSP ASSOCIATES with a note from your physician indicating that you are capable of returning to work and performing the essential functions of your position, with or without reasonable accommodation. Where required, U.M. FDSP ASSOCIATES will consider making reasonable accommodation for any disability you may have in accordance with applicable laws.

### Military Duty

Qualifying exigency leave is for families of members of the National Guard or Reserves or of a regular component of the Armed Forces when the covered military member is on covered active duty or called to covered active duty.

An employee whose spouse, son, daughter or parent either has been notified of an impending call or order to covered active military duty or who is already on covered active duty may take up to 12 weeks of leave for reasons related to or affected by the family member’s call-up or service. The qualifying exigency must be one of the following: 1) short-notice deployment, 2) military events and activities, 3) child care and school activities, 4) financial and legal arrangements, 5) counseling, 6) rest and recuperation, 7) post-deployment activities and 8) additional activities that arise out of active duty, provided that the employer and employee agree, including agreement on timing and duration of the leave.

“Covered active duty” means:

(a) in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and

(b) in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty under a provision of law referred to in section 101(a)(13)(B) of title 10, United States Code.

The leave may commence as soon as the individual receives the call-up notice. (Son or daughter for this type of FMLA leave is defined the same as for child for other types of FMLA leave except that the person does not have to be a minor.) This type of leave would be counted toward the employee’s 12-week maximum of federal FMLA leave in a 12-month period.

(c) Military caregiver leave (also known as covered service member leave) to care for an injured or ill service member or veteran.

An employee whose son, daughter, parent or next of kin is a covered service member may take up to 26 weeks of leave in a single 12-month period to take care of that service member. Next of kin is defined as the closest blood relative of the injured or recovering service member.

The term “covered service member” means:

(a) a member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or

(b) a veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of 5 years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

The term “serious injury or illness”:

(a) in the case of a member of the Armed Forces (including a member of the National Guard or Reserves), means an injury or illness that was incurred by the member in line of duty on active duty in the Armed Forces (or existed before the beginning of the member’s active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member’s office, grade, rank, or rating; and

(b) in the case of a veteran who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during a period when the person was a covered service member, means a qualifying (as defined by the Secretary of Labor) injury or illness that was incurred by the member in line of duty on an active duty in the Armed Forces (or existed before the beginning of the member’s active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran.

### **Leave Entitlement**

Eligible employees are entitled to a leave for up to twelve weeks in any twelve-month period (or longer if required by applicable state or local law or, in the case of a leave for an employee's serious health condition, where a leave extension is requested and approved).

Leave taken to care for a child after birth, adoption, or placement in your home for foster care must be taken in consecutive workweeks. Leave taken for the employee's or a covered family member's serious health condition may be taken consecutively, intermittently, or on a reduced work/leave schedule based on certified medical necessity. In such instances, U.M. FDSP ASSOCIATES will follow applicable federal and state laws in reviewing and approving such leave requests.

### **Reinstatement Rights**

Eligible employees are entitled on return from leave to be reinstated to their former position or an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment. Exceptions to this provision may apply if business circumstances have changed (e.g., if the employee's position is no longer available due to a job elimination). Exceptions may also apply for certain highly compensated employees under certain conditions. In addition, employees on a leave extension are not guaranteed reinstatement. These employees will be handled in accordance with the reinstatement provisions in Part B of this policy.

### **PART B - Leaves for Employees Who Do Not Meet the Minimum Service Requirements**

Full-time regular and part-time regular employees who have less than one year of service and/or who have not worked a minimum of 1,250 hours during the twelve-month period prior to their leave or who work at a facility that employs fewer than fifty employees at or within seventy-five miles of the facility may request leaves of absence for the reasons set forth in Part A, subject to the following terms and conditions:

1. Leave requests must be made at least thirty days in advance of the date the employee would like the leave to begin or, in emergency situations, with as much advance notice as is practicable, using U.M. FDSP ASSOCIATES’s official Leave-of-Absence Request Form. (Normally, this should be within two business days of when the need for the leave becomes known to the employee.)
2. The certification requirements and the conditions for required use of accrued time off, benefits accrual, and continuation of group health insurance during leave set forth in Part A apply to all leave requests.
3. Unless applicable state or local law requires otherwise, leaves will be limited to a thirty-day maximum duration, except leaves for the employee's own serious health condition, which may be granted for up to a twelve-week period and which may be taken intermittently.
4. Unless applicable state or local law requires otherwise, reinstatement will not be guaranteed to any employee requesting a leave under this Part B. However, U.M. FDSP Associates will endeavor to place employees returning from leave in their former position or a position comparable in status and pay, subject to budgetary restrictions and U.M. FDSP ASSOCIATES's need to fill vacancies and its ability to find qualified temporary replacements.

So that an employee’s return to work can be properly scheduled, an employee on family or medical leave is requested to provide U.M. FDSP with at least two weeks advance notice of the date the employee intends to return to work. If an employee fails to report to work promptly at the end of the family or medical leave, U.M. FDSP will assume that the employee has resigned.

In the event of any conflict between this policy and the applicable law, employees will be afforded all rights required by law.

All questions regarding leaves of absence should be directed to U.M. FDSP’s human resources department. Leave-of-Absence Request and Medical Certification forms are also available from the human resources department.



# BENEFITS

## EMPLOYEE BENEFIT PROGRAMS

U.M. FDSP has established a flexible employee benefits program designed to assist you and your eligible dependents in meeting the financial burdens that can result from illness, disability, and death, and to help you plan for retirement, deal with job-related or personal problems, and enhance your job-related skills. This section of the handbook highlights some features of our benefits programs. Plan specifics will be provided at enrollment. Full-time regular and part-time regular employees may participate in the flexible benefit program.

Our flexible benefit program enables eligible employees to tailor their benefits to meet their specific needs. Flexible benefit offerings may include group healthcare options, a dental plan, life insurance, long-term disability insurance, health care spending accounts, and dependent care spending accounts. Eligible employees select programs based upon their individual coverage requirements. Program participants receive “Flex Credits” from U.M. FDSP which are applied toward the premiums of the benefit options they choose. If the total of the premiums for the benefit options chosen by the employee exceed the “flex credits” provided by U.M. FDSP, the balance of the premiums are taken as payroll deductions. Many of these plan premiums are taken as pre-tax payroll deductions.

The flexible benefit program has a plan year that coincides with the normal calendar year. An open enrollment period is held each November during which time eligible employees select options for the upcoming year. Generally, employees are bound to those selections until the next open enrollment period. Exceptions are made only in the circumstances of a major life change event.

Our group health, life insurance, dental insurance, long-term disability, dependent care spending and healthcare spending accounts, and retirement-related programs are described more fully in summary plan description booklets, with which you are provided once you are eligible to participate in these programs. Complete descriptions of our group health insurance programs are also in U.M. FDSP's master insurance contracts with insurance carriers, which are maintained in the human resources department; complete descriptions of our retirement-related programs are in the appropriate master plan documents, which are likewise maintained in the human resources department. If information in this handbook and our summary plan descriptions contradicts information in these master contracts or master plan documents, the master contracts/documents shall govern in all cases. U.M. FDSP reserves the right to amend or terminate any of its benefit programs or to require or increase employee premium contributions toward any benefits with or without advance notice at its discretion. This reserved right may be exercised in the absence of financial necessity. Whenever an amendment is made to any of U.M. FDSP's benefits programs, the respective plan Administrator will draft and submit the amendment to U.M. FDSP's Executive Committee for review and approval. The respective plan administrator will notify plan participants of all approved amendments or plan terminations, in accordance with the requirements of applicable federal law.

For more complete information regarding any of our benefits programs, please contact our human resources department.

## RETIREMENT PLAN (401(k) PLAN)

U.M. FDSP has established a 401(k) savings plan that is available to all regular employees starting the first day of the next full month after the start date. The purpose of the plan is to encourage eligible employees to save on a pretax basis and to build a financial reserve for retirement.

Under the plan, eligible employees may elect to have U.M. FDSP withhold a percent of their gross compensation through payroll deductions (up to the maximum allowed by the IRS) and contribute that amount to the plan as a savings contribution. U.M. FDSP may provide matching contributions at the digression of the Board of Directors. Currently the corporation matches $1.00 for every employee contribution of $1.00 up to 6% to match the employee contribution for all employees after one year of service. Employees may begin contributions, suspend their contributions, increase or decrease the amount of their contributions, or change investment options, up to three times at any point in the year by completing a 401(k) contribution form, available from our human resources department. Employees are 100 % vested in both U.M. FDSP’s and their contributions upon entry into the program. Withdrawals from the plan are permitted once an employee has attained age 59½ or in the event of financial hardship as defined in the plan.

The total contributions of the Employee and U.M. FDSP are invested by the plan's administrator according to the plan investment options designated by the employee. The value of each employee's account at retirement depends on a number of factors, such as how long an employee has been a member of the plan, how much the employee has contributed, and investment gains. Once you are eligible to participate in the plan, you receive a summary plan description booklet titled “401(k) Savings Plan,” describing the plan in more detail.

Questions regarding our 401(k) plan should be directed to the human resources department.

## WORKERS' COMPENSATION INSURANCE

To provide for payment of your medical expenses and for partial salary continuation in the event of a work-related accident or illness, you are covered by workers' compensation insurance. The amount of benefits payable and the duration of payment depend on the nature of your injury or illness. In general, however, all medical expenses incurred in connection with an injury or illness are paid in full, and partial salary payments are provided beginning with the fourth consecutive day of your absence from work.

If you are injured or become ill on the job, you must immediately report such injury or illness to your supervisor and human resources. This ensures that U.M. FDSP can assist you in obtaining appropriate medical treatment. Your failure to follow this procedure may result in the appropriate workers' compensation report not being filed in accordance with the law, which may consequently jeopardize your right to benefits in connection with the injury or illness.

Questions regarding workers' compensation insurance should be directed to the human resources department.

## CONTINUING OR CONVERTING YOUR GROUP HEALTH INSURANCE COVERAGE

If you resign or are terminated from U.M. FDSP's employ or if your work hours are reduced, and if this event makes you or your dependents no longer eligible to participate in one of our group health insurance plans, you and your eligible dependents may have the right to continue to participate for up to eighteen months at your (or your dependents') expense. If you are determined to be disabled under the Social Security Act at the time your termination or reduction in hours occurs, you may be entitled to continuation coverage for up to twenty-nine months.

Your eligible dependents may also extend coverage, at their expense, for up to thirty-six months in our group health insurance plans in the event of your death, divorce, legal separation, or enrollment for Medicare benefits, or when a child ceases to be eligible for coverage as a dependent under the terms of the plan. The eighteen-month continuation coverage period provided in the event of your termination or reduction in working hours may be extended to thirty-six months for your spouse and dependent children if, within that eighteen-month period, you die or become divorced or legally separated, or if a child ceases to have dependent status. In addition, if you enroll for Medicare during the eighteen-month period, your spouse and dependent children may be entitled to extend their continuation period to thirty-six months, starting on the date that you become eligible for Medicare.

If you or your eligible dependents elect to continue as members of U.M. FDSP's plans, you will be charged the applicable premium charged U.M. FDSP by our carriers plus an additional 2 percent. Employees with disabilities, however, will be charged an additional 50 percent of the applicable premium during the nineteenth through the twenty-ninth months of continuation coverage. The premium is subject to change if the rates being charged U.M. FDSP increase or decrease. If this election for continuation coverage is made, you have the right to convert this coverage to an individual policy with our insurance carriers at the end of the continuation period.

Continuation coverage may end, however, if any of the following events occur: (1) failure to make timely payments of all premiums; (2) assumption of coverage under another group health plan, which does not exclude or limit coverage provided to you on account of a preexisting medical condition; or (3) U.M. FDSP's termination of its group health plans. If you enroll for Medicare, you will no longer be eligible for continued coverage, but, as noted earlier in this statement, your spouse and dependent children may be entitled to extend their continuation coverage.

Our plan administrator will contact you concerning these options at the time termination occurs or your work hours are reduced. The plan administrator will contact your qualified beneficiaries in the event of your death or enrollment for Medicare benefits. However, in the event that you become divorced or legally separated, or one of your dependents ceases to be eligible for coverage under our group health insurance plans, you and/or your dependent is responsible for contacting the human resources department and the plan administrator to discuss continuation/conversion rights. You and your qualified beneficiaries are also responsible for notifying the human resources department and the plan administrator within sixty days of qualifying for social security disability benefits.

For further details regarding continuing or converting your group health insurance benefits, please contact the human resources department.



# COMMUNICATION

## SOCIAL MEDIA

Personal websites and blogs have become prevalent methods of self-expression in our culture. U.M. FDSP respects the right of employees to use these media during their personal time. However, if you as an employee choose to identify yourself as an employee of U.M. FDSP on a website or blog, you should adhere to the following guidelines:

* Make it clear to the readers that the views expressed are the employee's alone and that they do not necessarily reflect the views of U.M. FDSP
* Confine social networking to matters unrelated to the U.M. FDSP, if possible, to ensure compliance with securities regulations and other laws.
* Do not use or disclose confidential and/or proprietary information, including personal health information about patients

While at work, employees are prohibited from posting or displaying comments about coworkers or supervisors or the employer that are vulgar, obscene, threatening, intimidating, harassing, or a violation of the employer's workplace policies against discrimination, bullying, harassment, retaliation, or hostility on account of age, race, religion, sex, ethnicity, nationality, disability, or other protected class, status, or characteristic.

If an employee’s social media activity is seen as compromising the patients of U.M. FDSP, the organization may request a cessation of such commentary, and the employee may be subject to coaching and, potentially, disciplinary action. Nothing in this policy shall be deemed to interfere with employee rights to engage in discussions protected by law. For any questions about these guidelines or any matter related to personal websites or blogs, contact human resources.

## CELL PHONES AND OTHER PORTABLE ELECTRONIC DEVICES

Employees are discouraged from making personal calls in public areas of the office and during worktime. Such calls can be distracting to everyone. It is unprofessional to receive or make calls if the employee is working with patients or in an area where patients are located. Employees who take or receive excessive personal calls, or who take or receive phone calls in public spaces where patients are located will be subject to disciplinary measures.

Cell phones and other portable electronic devices, such as personal digital assistants (“PDA’s”), are only to be used in a safe manner while operating a vehicle on organizational business. Under no circumstances are drivers to place themselves, their passengers, other motorists or pedestrians at risk to fulfill business needs. A driver’s primary responsibility is the safe operation of the vehicle, and no activity or distraction of any kind should interfere with that responsibility.

While operating a motor vehicle on organizational business, U.M. FDSP employees shall not use the following:

* Cellular (mobile) telephones, with or without hands-free apparatus
* Text messaging devices
* Computers
* PDAs and smartphones (e.g., BlackBerry® or iPhone®)
* Electronic games
* Headphones

Cellular phone restrictions do not apply to emergency calls. Stopping along the side of a major highway to use a portable electronic device should not be attempted except under emergency conditions.

## E-MAIL

All electronic and telephonic communication systems and all communications and information transmitted by, received from, or stored in these systems are the property of U.M. FDSP Associates and as such are to be used solely for job-related purposes. The use of any software and business equipment, including, but not limited to, facsimiles, telecopiers, computers, and copy machines for private purposes is strictly prohibited.

Employees using this equipment for personal purposes do so at their own risk. Further, employees are not permitted to use a code, access a file, or retrieve any stored communication unless authorized to do so or unless they have received prior clearance from an authorized U.M. FDSP representative. All pass codes are the property of U.M. FDSP Associates. No employee may use a pass code that has not been issued to that employee or that is unknown to U.M. FDSP Associates. Employees who violate this policy are subject to disciplinary action, up to and including discharge.

To ensure that the use of electronic and telephonic communications systems and business equipment is consistent with U.M. FDSP's legitimate business interests, authorized representatives of U.M. FDSP may monitor the use of such equipment from time to time.

As a condition of employment and continued employment, employees are required to sign an E-mail acknowledgment form. Applicants are required to sign this form on acceptance of an employment offer by U.M. FDSP Associates.

## BULLETIN BOARDS

To maintain an effective avenue for communicating with our employees, U.M. FDSP maintains a bulletin board. The bulletin board is located inside the rear employee entrance to the School of Dentistry located on Fayette Street. This bulletin board is used to communicate information regarding U.M. FDSP's policy and its business and announcements, including, but not limited to, job postings, safety rules, health items, benefit programs, and notices announcing special events. The official government information on equal employment opportunity, wage and hour, health and safety, and other issues is also located on this bulletin board.

Employees may not post, tape, tack, or affix in any way any form of literature, printed or written materials, photographs, or notices of any kind on U.M. FDSP's bulletin board, on the walls, or anywhere else on U.M. FDSP or University property without prior approval from the School of Dentistry Office if Institutional Advancement. Violation of this policy shall be grounds for disciplinary action, up to and including discharge. U.M. FDSP's bulletin board may not be used by employees or outside parties for the posting of commercial notes and advertisements, announcements and witticisms, sales of personal property, or any other matters. Employees and outside parties are also prohibited from distributing literature and soliciting other employees, as stated in U.M. FDSP's solicitations and distribution of literature policy. (Please see this policy, set forth in this handbook, for details.)

The human resources department maintains the bulletin board. All postings are performed by members of the human resources department, who are responsible for keeping U.M. FDSP's bulletin boards up-to-date and attractive.

## SOLICITATIONS AND DISTRIBUTION OF LITERATURE

In the interest of maintaining a proper business environment and preventing interference with work and inconvenience to others, employees may not distribute literature or printed materials of any kind, sell merchandise, solicit financial contributions, or solicit for any other cause during working time. Employees who are not on working time (e.g., those on lunch hour or breaks) may not solicit employees who are on working time for any cause or distribute literature of any kind to them. Furthermore, employees may not distribute literature or printed material of any kind in working areas at any time



1. **CAREER DEVELOPMENT**

## EMPLOYMENT REFERENCE CHECKS

To ensure that individuals who join U.M. FDSP Associates are well qualified and have a strong potential to be productive and successful, it is the policy of U.M. FDSP to check the employment references of all applicants.

The human resources department will respond in writing only to those reference check inquiries that are submitted in writing. Responses to such inquiries will confirm only dates of employment, wage rates, and position(s) held.

## ACCURACY OF INFORMATION

U.M. FDSP Associates relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in U.M. FDSP’s exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

## JOB POSTING

U.M. FDSP Associates believes in promoting employees from within and has established a job-posting program to give all employees an opportunity to apply for positions that they are interested in and for which they are qualified. Vacancies below the senior management level are normally posted on the human resource departmental bulletin board. Postings generally include the title, the salary range, the minimum hiring specifications, the essential functions of the job, and the closing date for filing applications. Positions are normally posted for ten workdays.

To be eligible to apply for a posted position, you must meet the minimum hiring specifications for the position, be capable of performing the essential functions of the job, with or without a reasonable accommodation, be an employee in good standing in terms of your overall work record, and generally have been in your current position for a minimum of six months.

You are responsible for monitoring job posting notices and for completing and filing an in-house application form with human resources during the posting period for a specific opening.

You are not required to notify your supervisor when submitting an application for a posted position. However, if you are a finalist for the position, your supervisor will be notified prior to the completion of the application process for, among other things, a recommendation. A member of the human resources department will contact you regarding your application and the status of your candidacy.

## ORIENTATION PROGRAM

During your first few days of employment, you will participate in an orientation program conducted by human resources and various members of your department, including your supervisor. During this program, you will receive important information regarding the performance requirements of your position, basic U.M. FDSP policies, your compensation, and benefits programs, plus other information necessary to acquaint you with your job, U.M. FDSP Associates, and the Dental School. You will also be asked to complete all necessary paperwork at this time, such as medical benefits plan enrollment forms, beneficiary designation forms, and appropriate federal, state, and local tax forms. At this time, you will be required to present U.M. FDSP with information establishing your identity and your eligibility to work in the United States in accordance with applicable federal law.

Please use this orientation program to familiarize yourself with U.M. FDSP Associates and our policies and benefits. We encourage you to ask any questions you may have during this program so that you will understand all the guidelines that affect and govern your employment relationship with us.

## EMPLOYMENT OF RELATIVES

U.M. FDSP Associates permits the employment of qualified relatives of employees as long as such employment does not, in the opinion of U.M. FDSP, create actual or perceived conflicts of interest. For the purposes of this policy, “relative” is a spouse, child, parent, sibling, grandparent, grandchild, aunt, uncle, first cousin, or corresponding in-law or “step” relation. U.M. FDSP will exercise sound business judgment in the placement of related employees in accordance with the following guidelines:

* Individuals who are related by blood or marriage are permitted to be employed, provided that no direct reporting or supervisory/management relationship exists.
* No relatives are permitted to work in the same department or in any other positions in which U.M. FDSP believes an inherent conflict of interest may exist.
* Employees who marry while employed are treated in accordance with these guidelines. That is, if, in the opinion of U.M. FDSP, a conflict or an apparent conflict arises as a result of the marriage, one of the employees will be transferred at the earliest practicable time.
* In addition, U.M. FDSP recognizes that at times, employees and their “close friends”, “domestic partners”, or “significant others” may be assigned to positions that create a coworker or supervisor-subordinate relationship. U.M. FDSP will, in its discretion, exercise sound judgment with respect to the placement of employees in these situations in order to avoid the creation of a conflict or the appearance of a conflict of interest, avoid favoritism or the appearance of favoritism, and decrease the likelihood of sexual harassment in the workplace.

This policy applies to all categories of employment with U.M. FDSP Associates, including regular, temporary, and part-time classifications.

## PERFORMANCE REVIEWS

To ensure that you perform your job to the best of your abilities, it is important that you be recognized for good performance and that you receive appropriate suggestions for improvement when necessary. Consistent with this goal, your performance will be evaluated by your supervisor on an ongoing basis. You will also receive periodic written evaluations of your performance. If you are a nonexempt employee (as defined under classifications of employment earlier in this section of the handbook), such evaluations will normally occur after you have been employed for three months, at six months, and annually thereafter at fiscal year-end. In addition, if you are promoted or transferred to a new position, your performance will normally be evaluated in writing after you have been in your new job for six months. U.M. FDSP endeavors to conduct written performance reviews of each exempt employee's performance annually.

If you have not received a performance review in accordance with the above time frames, it is your responsibility to notify your supervisor and the human resources department in writing about this matter. This will help us ensure that the appraisal process is administered in a timely manner.

All written performance reviews will be based on your overall performance in relation to your job responsibilities and will also take into account your conduct, demeanor, and record of attendance and tardiness.

In addition to the regular performance evaluations described above, special written performance evaluations may be conducted by your supervisor at any time to advise you of the existence of performance or disciplinary problems.

## GUIDELINES FOR APPROPRIATE CONDUCT

As an integral member of the U.M. FDSP team, you are expected to accept certain responsibilities, adhere to acceptable business principles in matters of personal conduct, and exhibit a high degree of personal integrity at all times. This not only involves sincere respect for the rights and feelings of others but also demands that both in your business and in your personal life you refrain from any behavior that might be harmful to you, your coworkers, and/or U.M. FDSP, or that might be viewed unfavorably by current or potential customers or by the public at large.

Whether you are on or off duty, your conduct reflects on U.M. FDSP You are, consequently, encouraged to observe the highest standards of professionalism at all times.

Listed below are some of the rules and regulations of U.M. FDSP This list should not be viewed as being all-inclusive. Types of behavior and conduct that U.M. FDSP considers inappropriate and which could lead to disciplinary action up to and including termination of employment without prior warning, at the sole discretion of the company, include, but are not limited to, the following:

1. Falsifying employment or other U.M. FDSP records;
2. Violating U.M. FDSP's nondiscrimination and/or sexual harassment policy;
3. Soliciting or accepting gratuities from customers or clients;
4. Establishing a pattern of excessive absenteeism or tardiness;
5. Engaging in excessive, unnecessary, or unauthorized use of U.M. FDSP's supplies, particularly for personal purposes;
6. Reporting to work intoxicated or under the influence of un-prescribed drugs;
7. Illegally manufacturing, possessing, using, selling, distributing, or transporting drugs;
8. Bringing or using alcoholic beverages on U.M. FDSP property or using alcoholic beverages while engaged in U.M. FDSP business off U.M. FDSP's premises, except where authorized;
9. Fighting or using obscene, abusive, or threatening language or gestures;
10. Stealing property from coworkers, customers, or clients or U.M. FDSP;
11. Having unauthorized firearms on U.M. FDSP premises or while on U.M. FDSP business;
12. Disregarding safety or security regulations;
13. Engaging in insubordination; and
14. Failing to maintain the confidentiality of U.M. FDSP, customer, or client information.

If your performance, work habits, overall attitude, conduct, or demeanor becomes unsatisfactory in the judgment of U.M. FDSP, based on violations either of the above or of any other U.M. FDSP policies, rules, or regulations, you will be subject to disciplinary action, up to and including dismissal.

## PERFORMANCE STANDARDS

U.M. FDSP Associates is committed to providing a positive work environment that fosters success for all employees. We know that our employees want to do a good job and we want to support that. There are times, however, when an employee may experience some difficulties on the job. An employee will be given the opportunity to make improvements in his/her performance through a process of corrective action. The level of corrective action taken will be determined by the severity of the offense and the circumstances under which the offense occurred. While this policy provides for a progressive corrective action process, depending upon the performance problem, U.M FDSP Associates is not obligated to use one or more of these levels prior to terminating an employee. During the initial orientation period, the progressive corrective action process may be shortened on a case by case basis. Nothing in the process constitutes an employment contract and U.M. FDSP Associates does not relinquish or limit its managerial right to terminate for any nondiscriminatory reason, with or without progressive discipline. The progressive corrective action process may proceed as follows:

Level 1 Coaching. An initial meeting with an employee to discuss performance problems. A written plan will be reviewed which will be kept by the manager.

Level 2 Reminder. If a problem continues, the manager will discuss again with the employee. A written plan will be completed and submitted to HR.

Level 3 Unpaid Day Off/Final Reminder. If the employee is not making the expected improvement he/she may give an unpaid day off to decide to either solve the problem or resign.

Level 4 Termination

The following list of actions is representative of performance problems that could result in corrective action up to and including termination:

* Failure to promptly report a work-related injury or accident
* Unsatisfactory work performance
* Negligence that results in injury to an employee, client, patient, self or a visitor
* Irregular attendance: repeated tardiness, unreported or unexcused absence, abuse of sick leave, overstaying a leave of absence without written authorization (See Attendance Policy)
* Sleeping while on duty
* Making malicious, false, or derogatory statements that may damage the integrity or reputation of U.M. FDSP Associates, its employees or patients
* Refusal to follow instructions of authorized personnel, rude or discourteous conduct, or any action that endangers the health or safety of others
* Violation of any policy, rule, procedure, or practice established by U.M. FDSP Associates or the University of Maryland, School of Dentistry
* Money lending for profit or "loan sharking" and collecting private debts

The following list of actions is representative of performance problems that could result in immediate termination:

* Harassment of another U.M. FDSP Associate employee (including sexual)
* Destruction of, damage to, or unauthorized removal of U.M. FDSP Associate property or personal property of others
* Being under the influence of alcohol, narcotics, or drugs while on campus (See Alcohol & Drugs in the Workplace Policy)
* Insubordination, including refusal or failure to perform assigned work
* Falsification of records required in the transaction of U.M. FDSP Associate business directly or indirectly, either for one's personal benefit or for the benefit of any other person or company, revealing any confidential information or employee/patient information
* Gambling, disorderly or immoral conduct while on University of Maryland, School of Dentistry premises
* Fighting anywhere on University of Maryland, School of Dentistry premises
* Possession, display, or use of explosives, firearms, or other dangerous weapons
* Use, dispensing, or possession of illegal drugs
* Discriminatory conduct or actions against any other person
* Threatened or actual physical violence or the use of profane or abusive language
* Seriously rude, disrespectful, and/or disruptive behavior
* Walking off the job
* Absence for two consecutive shifts without proper notification
* Gross violation of U.M. FDSP Associate policies
* Failure to follow established cash handling procedures

This list is intended as an example only and is not intended to indicate all those acts that could lead to employee discipline.

## ABSENTEEISM AND TARDINESS

One of the most disruptive acts on the part of any employee is that of absenteeism or tardiness. As such, unexcused absenteeism and tardiness is subject to appropriate, progressive discipline, applied in a consistent manner.

If an employee has more than one unauthorized instance of tardiness during a pay period, the employee will receive a verbal warning. In the event the employee’s absence was due to an illness authorized by a physician’s note, no action will be taken. If an employee has more than three unauthorized tardies in a one-month period, the employee will receive a written warning. Human Resources will file the warning in the employee’s personnel file.

Continued unauthorized tardiness will result in suspensions of varying lengths and ultimately, termination. If an employee’s tardiness is approved pursuant to an employee’s request for a reasonable accommodation policy or leave policy (e.g., FMLA leave) the employee will not be subject to the disciplinary purposes.

If an employee is absent for three or more days, and the employee did not notify his/her supervisor of the reason for the absence, then the absence is unauthorized and the employee will be terminated. Employees must talk to their supervisor or the supervisor’s designee when calling in sick.

U.M. FDSP expects all employees to assume diligent responsibility for their attendance and promptness. Recognizing, however, that illnesses and injuries may occur, U.M. FDSP has established sick leave and long-term disability benefits plans to compensate full-time regular and part-time regular employees for certain time lost for legitimate medical reasons, including time off to secure necessary treatment for a disability. (Please consult the appropriate sections of this handbook for information regarding these benefits.)

Absenteeism or tardiness that is unexcused or excessive in the judgment of U.M. FDSP is grounds for disciplinary action, up to and including dismissal.

## PROGRESSIVE DISCIPLINE

This policy is designed to provide a structured corrective action process to improve and prevent a recurrence of undesirable behavior and/or performance issues, consistent with our organizational values, HR best practices and employment laws. Outlined below are the steps of the progressive discipline policy and procedure. U.M. FDSP reserves the right to combine or skip steps depending upon facts of each situation and the nature of the offense. The level of disciplinary intervention may also vary. Some of the factors that will be considered depend upon whether the offense is repeated despite coaching, counseling and/or training, the employee's work record and the impact the conduct and performance issues have on our organization.

***Step 1: Counseling and Verbal Warning***

In Step 1, the immediate supervisor schedules a meeting with an employee to discuss the existing performance, conduct or attendance issue. The supervisor should discuss with the employee the nature of the problem or violation of the policies and procedures. The supervisor will prepare written documentation of a step 1 meeting. The employee will be asked to sign this document. The employee’s signature is needed to demonstrate the employee’s understanding of the issues and corrective action needed.

***Step 2: Written Warning***

A written warning involves a more formal documentation of the performance, conduct or attendance issues and consequences. The immediate supervisor and a department director will meet with the employee and review any additional incidents or information about the performance, conduct or attendance issues as well as any prior relevant corrective action plans. Management will outline the consequences for the employee of his or her continued failure to meet performance and/or conduct expectations. The supervisor will issue a formal performance improvement plan (PIP) requiring the employee’s immediate and sustained corrective action.

***Step 3: Suspension and Final Written Warning***

There may be performance, conduct or safety incidents so problematic and harmful that the most effective action may be the temporary removal of the employee from the workplace. When immediate action is necessary to ensure the safety of the employee or others, the immediate supervisor may suspend the employee pending the results of an investigation. Such suspensions are subject to approval from a next-level manager and HR.

Depending upon the seriousness of the infraction, the employee may be suspended without pay in full-day increments consistent with federal, state and local wage-and-hour employment laws. Nonexempt/hourly employees may not substitute or use an accrued paid vacation or sick day in lieu of the unpaid suspension. Due to Fair Labor Standards Act (FLSA) compliance issues, unpaid suspension of salaried/exempt employees is reserved for serious workplace safety or conduct issues. HR will provide guidance so that the discipline is administered without jeopardizing the FLSA exemption status. Pay may be restored to the employee if an investigation of the incident or infraction absolves the employee.

***Step 4: Recommendation for Termination of Employment***

The last and most serious step in the progressive discipline procedure is a recommendation to terminate employment. Generally, U.M. FDSP will try to exercise the progressive nature of this policy by first providing warnings, final written warning and/or suspension from the workplace before proceeding to a recommendation to terminate employment. However U.M. FDSP reserves the right to combine and skip steps depending upon the circumstances of each situation and the nature of the offense. Furthermore, employees may be terminated without prior notice or disciplinary action.

Management’s recommendation to terminate employment must be approved by HR and department director or designate. Final approval may be required from the Executive Director or designate.

***Nothing in this policy provides any contractual rights regarding employee discipline or counseling nor should anything in this policy be read or construed as modifying or altering the employment-at-will relationship between U.M. FDSP* *and its employees.***

## APPEALS PROCESS

Employees will have the opportunity to present information that may challenge information management has used to issue disciplinary action, other than termination. The purpose of this process is to provide insight into extenuating circumstances that may have contributed to the employee performance and/or conduct issues while allowing for an equitable solution. If the employee does not present this information during any of the step meetings, he or she will have five business days after that meeting to present such information to the Director of Human Resources.

Performance and Conduct Issues Not Subject to Progressive Discipline Behavior that is illegal is not subject to progressive discipline and may be reported to local law enforcement. Theft, intoxication at work, fighting and other acts of violence are also not subject to progressive discipline and may be grounds for immediate termination.

**Documentation**

The employee will be provided copies of all progressive discipline documentation, including all performance improvement plans. The employee will be asked to sign copies of this documentation attesting to their receipt and understanding of the corrective action outlined in these documents. Copies of these documents will be placed in the employee’s official personnel file.

## COMPLAINT RESOLUTION PROCEDURE

Misunderstandings or conflicts can arise in any organization. To ensure effective working relations, it is important that such matters be resolved before serious problems develop. Most incidents resolve themselves naturally; however, if a situation persists that you believe is detrimental to you or to U.M. FDSP, you should follow the procedure described here for bringing your complaint to management's attention. This policy will be applicable only to regular nonexempt employees, as exempt employees have a more direct means of resolving matters related to their employment. Eligible employees who have complaints, problems, concerns, or disputes with another employee, the nature of which causes a direct adverse effect upon the aggrieved employee, may initiate an administrative review according to established procedures. Such matters have to do with specific working conditions, safety, unfair treatment, disciplinary actions, compensation, job classifications, reassignments, or any form of alleged discrimination.

**Step One**

Discussing the problem with your immediate supervisor is encouraged as a first step. Every effort should be made to resolve the matter through discussion with your supervisor, if, however, you are unable to obtain resolution or if certain circumstances arise wherein you do not believe a discussion with your supervisor is appropriate, you may proceed directly to Step Two.

**Step Two**

If your problem is not resolved after discussion with your supervisor or if you feel discussion with your supervisor is inappropriate, you are encouraged to request a meeting with your department manager or director. In an effort to resolve the problem, your department manager will consider the facts, conduct an investigation, and may also review the matter with a member of our human resources department. You will normally receive a response regarding your problem within five working days of meeting with your department manager or director.

**Step Three**

If you are not satisfied with your department manager's decision and wish to pursue the problem or complaint further, you may prepare a written summary of your concerns and request that the matter be reviewed by U.M. FDSP’s Human Resources Manager. After a full examination of the facts (which may include a review of the written summary of your statement, discussions with all individuals concerned, and a further investigation if necessary), the Human Resources Manager will normally advise you of her or his decision within ten working days.

**Step Four**

If you are still not satisfied with the decision and wish to pursue the problem or complaint further, you may prepare a written summary to the President of U.M. FDSP of your concerns and request that the matter be reviewed by U.M. FDSP’s Administrative Review Committee. This committee is composed of not less than two members of the Stockholders of U.M. FDSP Associates and is appointed by the President of U.M. FDSP Associates. The committee, after a full examination of the facts (which may include a review of the written summary of your statement, discussions with all individuals concerned, and a further investigation if necessary), will normally advise the President of its decision within fifteen working days. The President or designee will provide the employee with either a verbal or written response, or both. The decision of the committee shall be final.

U.M. FDSP does not tolerate any form of retaliation against employees availing themselves of this procedure. The procedure should not be construed, however, as preventing, limiting, or delaying U.M. FDSP from taking disciplinary action against any individual, up to and including termination, in circumstances (such as those involving problems of overall performance, conduct, attitude, or demeanor) where U.M. FDSP deems disciplinary action appropriate.

## TERMINATION OF EMPLOYMENT

Employees desiring to terminate their employment relationship with U.M. FDSP are urged to notify U.M. FDSP at least two weeks in advance of their intended termination. Such notice should preferably be given in writing to your supervisor and department head. Proper notice generally allows U.M. FDSP sufficient time to calculate all accrued overtime or accrued leave payable, (if applicable) as well as other monies to which you may be entitled and to include such monies in your final paycheck. Without proper notice, however, you may have to wait until after the end of the next normal pay period to receive such payments.

Employees who plan to retire are urged to provide U.M. FDSP with a minimum of two months' notice. This will allow ample time for the processing of appropriate pension forms to ensure that any retirement benefits to which an employee may be entitled commence in a timely manner.

As mentioned elsewhere in this handbook, all employment relationships with U.M. FDSP are on an at-will basis. Thus, although U.M. FDSP hopes that our relationships with employees are long term and mutually rewarding, U.M. FDSP reserves the right to terminate the employment relationship at any time, with or without cause or notice.

Exit interviews with the human resources department are normally scheduled for outgoing employees after a supervisor receives a notice of resignation or intent to retire and for employees whose termination is initiated by U.M. FDSP The purposes of these interviews are to review eligibility for benefit continuation and conversion, to ensure that all necessary forms are completed, to collect all U.M. FDSP property that may be in the employee's possession (e.g., U.M. FDSP identification cards, manuals, equipment, parking tags, uniforms, keys, and other U.M. FDSP property), and to provide employees with an opportunity to discuss their job-related experiences. Where permitted by applicable laws, U.M. FDSP may withhold from the employee’s check or final paycheck the cost of any items that are not returned when required. U.M. FDSP Associates may also take all action deemed appropriate to recover or protect its property.



1. **COMPENSATION AND ACCOUNTING PROCEDURES**

## SALARY ADMINISTRATION PROGRAMS

To attract and retain above-average employees, U.M. FDSP endeavors to pay salaries competitive with those paid by other employers in our industry and in the applicable labor markets. In line with this objective, U.M. FDSP monitors its wage scales to help ensure that they are kept in line with local as well as national economic conditions.

Each position at U.M. FDSP has been studied and assigned a salary or salary range. Periodically, U.M. FDSP may revise its job descriptions, evaluate individual jobs to ensure that they are rated and paid appropriately, and review job specifications to ensure that they are directly job related.

Your salary will be reviewed on an annual basis, and if you are granted a salary increase, it will normally be effective at the beginning of the fiscal year (July).

Your total compensation at U.M. FDSP consists not only of the salary you are paid but also of the various benefits you are offered, such as group health and life insurance, leave benefits, and your retirement plan, as described in a later section of this handbook.

Questions regarding our salary administration program or your individual salary should be directed to your supervisor or the human resources department.

## REGULAR PAY PROCEDURES

All U.M. FDSP employees are normally paid by check on a bi-weekly basis, usually every other Friday. If a scheduled payday falls on a company-observed holiday, you will usually be paid on the day preceding the holiday. All required deductions, such as federal, state, and local taxes, and all authorized voluntary deductions, such as for health insurance contributions, will be withheld automatically from your paychecks.

If you are a full-time regular or part-time regular employee, you are eligible to participate in U.M. FDSP’s direct deposit payroll program; if you choose to do so, your paycheck will be automatically deposited each pay day to a bank account of your choice.

Please review your paycheck for errors. If you find a mistake, report it to your supervisor or the human resources department immediately. They will assist you in taking the steps necessary to correct the error.

In the event that your paycheck is lost or stolen, please notify your supervisor immediately. Your supervisor will, in turn, notify our human resources department, who will attempt to put a stop-payment notice on your check. If we are able to do so, you will be issued another check. Unfortunately, however, U.M. FDSP is unable to take responsibility for lost or stolen paychecks, and if we are unable to stop payment on your check, you alone will be responsible for such loss.

U.M. FDSP does not provide pay advances on unearned wages to employees.

## RECORDING WORK HOURS

It is the policy of U.M. FDSP Associates to comply with applicable laws that require records to be maintained of the hours worked by our employees. To ensure that accurate records are kept of the hours you actually work (including overtime hours where applicable) and of the accrued leave time you have taken, and to ensure that you are paid in a timely manner, you will be required to record your time worked and your absences on U.M. FDSP’s official time record form. This form should be completed daily and signed and forwarded to your supervisor on a bi-weekly basis. After reviewing the form and resolving any discrepancies, your supervisor will sign the form and forward it to our human resources department for processing.

Please ensure that your actual hours worked and leave time taken are recorded accurately. Falsifying a time record is a breach of U.M. FDSP policy and is grounds for disciplinary action, including the possibility of discharge.

You will be provided with detailed time keeping policies and procedures by the human resources department at the time of your orientation.

## SALARY ADMINISTRATION PROGRAMS

To attract and retain above-average employees, U.M. FDSP endeavors to pay salaries competitive with those paid by other employers in our industry and in the applicable labor markets. In line with this objective, U.M. FDSP monitors its wage scales to help ensure that they are kept in line with local as well as national economic conditions.

Each position at U.M. FDSP has been studied and assigned a salary or salary range. Periodically, U.M. FDSP may revise its job descriptions, evaluate individual jobs to ensure that they are rated and paid appropriately, and review job specifications to ensure that they are directly job related.

Your salary will be reviewed on an annual basis, and if you are granted a salary increase, it will normally be effective at the beginning of the fiscal year (July).

Your total compensation at U.M. FDSP consists not only of the salary you are paid but also of the various benefits you are offered, such as group health and life insurance, leave benefits, and your retirement plan, as described in a later section of this handbook.

Questions regarding our salary administration program or your individual salary should be directed to your supervisor or the human resources department.

## PAYROLL ADVANCE POLICY

While it is not normal operating procedure for U.M. FDSP Associates, P.A. to grant payroll advances to employees, the Corporation will consider making an advance payment of earned wages to an employee no more than **once per quarter** in the event of extreme hardship. An employee must make the request in writing and should provide the dollar amount and the reason for the advance using the official form. Payroll advances will be deducted on the next payroll.

## OVERTIME PAY PROCEDURES

If you are classified as a nonexempt employee (see the classifications of employment policy section for the definition of nonexempt employee), you will receive compensation for approved overtime work as follows:

1. You will be paid at straight time (i.e., your regular hourly rate of pay) for all hours worked up to forty hours in any given workweek.
2. You will be paid one and one-half times your regular hourly rate of pay for all hours worked beyond the fortieth hour in any given workweek.
3. You will be paid one and one-half times your regular hourly rate of pay for all hours worked on a company-observed holiday in addition to receiving your regular holiday pay.

Your supervisor will attempt to provide you with reasonable notice when the need for overtime work arises. Please remember, however, that advance notice may not always be possible.

You will normally receive payment for overtime in the pay period following the period in which such overtime is worked, provided that your time record form has been properly prepared, including completion of an overtime/comp-time authorization form, both have been approved by your supervisor or clinic manager, and forwarded to human resources for processing in a timely manner.

Overtime compensation is paid to all non-exempt employees in accordance with federal and state wage and hour restrictions. Overtime pay is based on actual hours worked. Time off on sick leave, vacation leave, or any other leave of absence will not be considered hours worked for purposes of performing overtime calculations.

Failure to work scheduled overtime or overtime worked without prior authorization from the supervisor may result in disciplinary action, up to and including possible termination of employment.

In the past U.M.FDSP have granted compensatory time to exempt employees, effective January 1, 1998, they will no longer be allowed to accrue comp time, but however they will be allowed to use the accrued time already accrued as of December 31, 1997.



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| FORMS |

## FORMS AND ACKNOWLEDGEMENTS

## E-MAIL EMPLOYEE ACKNOWLEDGEMENT FORM

I understand that all electronic communication systems and all information transmitted by, received from, or stored in these systems are the property of U.M. FDSP Associates, P.A. I also understand that these systems are to be used solely for job-related purposes and not for personal purposes, and that I have no expectation of privacy in connection with the use of this equipment or with the transmission, receipt, or storage of information in this equipment.

I agree not to use a code, access a file, or retrieve any stored communication unless authorized. I acknowledge and consent to U.M. FDSP monitoring my use of this equipment at any time at its discretion. Such monitoring may include printing up and reading all E-mail entering, leaving, or stored in these systems.

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Name of Employee (Please print)

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Employee's Signature Date

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Name of Management Witness (Please print)

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Signature of Witness Date

## EMPLOYEE ACKNOWLEDMENT

I understand that the information in U.M. FDSP Associates’ handbook represents guidelines only and that the Company reserves the right to modify this handbook or amend or terminate any policies, procedures, or employee benefit programs whether or not described in this handbook at any time, or to require and/or increase contributions toward these benefit programs.

I understand that this handbook is not a contract of employment, express or implied, between me and U.M. FDSP and that I should not view it as such or as a guarantee of employment for any specific duration.

I further understand that no manager or representative of U.M. FDSP, other than the president or executive director, has any authority to enter into any agreement guaranteeing employment for any specified period of time. I also understand that any such agreement, if made, shall not be enforceable unless it is in a formal written agreement signed by both me and the president or executive director.

I understand and agree that this revised version of U.M. FDSP Associates’ handbook supersedes all prior versions that have been issued by U.M. FDSP and that it will be effective on March 27, 2015.

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(Print Name of Employee) Employee’s Signature Date

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(Print Name of Management Witness) Signature of Management Witness Date

## SAMPLE TARDINESS LETTER

U.M. FDSP Associates, P.A.

Corporate Employees

Date:

Subject:

Employees are expected to be on time, **ready to work** at the starting time approved by their supervisor. Signing in on your timesheet, then taking half an hour to eat breakfast is not being ready to work at your starting time.

During the next twelve (12) month period then you will be counseled for up to three (3) occurrences of lateness (ten minutes or more) in reporting to work. All counseling sessions will be documented and filed in your personnel file.

The fourth occurrence of tardiness within the twelve month period will result in a written reprimand, a copy of which will be given to you. This letter will be signed by you as verification of receipt of the reprimand. A copy will be forwarded to the Human Resources Office for review and placed in your employment file. Also, you will be warned that further disciplinary action will be taken if the tardiness continues.

The fifth occurrence of tardiness within a twelve month period will result in suspension of the employee for one day. If you continue to have a problem with reporting to work on time, after the first day of suspension, within a twelve month period, the next suspension will be for three (3) consecutive days. The final step, if a problem still exists within a twelve month period, you will be asked to leave your employment relationship with U.M. FDSP Associates, P.A.

was counseled about his/her tardiness within the twelve month period. This is # occurrence for tardiness since the last counseling session on .

Employee’s Signature:

Supervisor’s Signature:

Your signature does not imply that you agree or disagree, only that you have been counseled concerning your tardiness.

## SAMPLE SICK FREQUENCY LETTER

U.M. FDSP Associates, P.A.

Corporate Employees

Date:

Subject:

U.M. FDSP Associates regards more than five (5) occasions of illness in a twelve month period to be excessive. To date, you have been absent times since January 1, 2015. This letter is to serve as notice that as of , all absence due to illness will require a physician’s certificate. This certificate must be attached to the time sheet for the period of time in which the illness occurred in order to be compensated.

This requirement will remain in effect for six (6) months (13 pay periods). At the end of this time period, you will be notified in writing that the physician’s certificate is no longer required if your record indicate significant improvement.

This policy does not include Family and Medical Leave Act Policy, only the occurrence pertaining to unauthorized leave are used to determine whether you subject to the six months sick letter process or not.

You are strongly advised to heed this warning and resolve to improve your absenteeism rate. If improvement is not seen regarding this matter further disciplinary measures will be imposed.

Employee’s Signature:

Supervisor’s Signature:

Your signature does not imply that you agree or disagree, only that you have been counseled concerning your tardiness.

**HANDBOOK ACKNOWLEDGMENT**

**I have been informed that a copy of the Employee Handbook is available on U.M. FDSP Associates website (http://www.dental.umaryland.edu/patients/um-fdsp-associates).** The employee handbook describes important information about **UM FDSP Associates PA**, and I understand that I should read the information and consult my supervisor or Human Resources regarding any questions not answered in the handbook. I have entered into my employment relationship with **UM FDSP Associates PA** voluntarily and acknowledge that there is no specified length of employment. **Accordingly, either I or UM FDSP Associates PA can terminate the relationship at will, with or without cause, at any time, so long as there is no violation of applicable federal or state law.**

I understand and agree that other than the Board of Directors, no manager or supervisor has any authority to enter into any agreement for employment other than at-will; only the Board of Directors has the authority to make any such agreement and then only in writing signed by the President of **UM FDSP Associates PA**.

This manual and the policies and procedures contained herein supersede any and all prior practices, oral or written representations, or statements regarding the terms and conditions of your employment with **UM FDSP Associates PA**. By distributing this handbook, **UM FDSP Associates PA** expressly revokes any and all previous policies and procedures which are inconsistent with those contained herein.

I understand that, except for employment at-will status, any and all policies and practices may be changed at any time by **UM FDSP Associates PA**, and **UM FDSP Associates PA** reserves the right to change my hours, wages and working conditions at any time. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies. Only the Board of Directors of **UM FDSP Associates PA** has the ability to adopt any revisions to the policies in this handbook.

**I understand and agree that nothing in the Employee Handbook creates, or is intended to create a promise or representation of continued employment and that employment at UM FDSP Associates PA is employment at-will, which may be terminated at the will of either UM FDSP Associates PA or myself. Furthermore, I acknowledge that this handbook is neither a contract of employment nor a legal document.** I understand and agree that employment and compensation may be terminated with or without cause and with or without notice at any time by **UM FDSP Associates PA** or myself.

I have received the handbook, and I understand that it is my responsibility to read and comply with the policies contained in this handbook and any revisions made to it.

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Employee's Signature Date  
Employee's Name (Print) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**TO BE PLACED IN EMPLOYEE'S PERSONNEL FILE**