



**ASSOCIATE ACKNOWLEDGEMENT OF RECEIPT  
OF MARYLAND STATE ADDENDUM**

I understand that my employment with Goodwill is for an unspecified term and may be terminated at the will of either the Organization or myself, with or without reason or cause, and with or without notice. No words or actions of the Organization will be deemed to create an express or implied contract of employment or require the Organization to have good cause for terminating my employment. No representative of the Organization is authorized to provide any associate or associates with an employment contract or special arrangement concerning terms or conditions of employment unless the contract or agreement is in writing and signed by the President and CEO of the Organization.

I acknowledge I have received a copy of Goodwill's Maryland State Addendum to its Associate Handbook. I understand I am responsible for reading the contents of the Maryland State Addendum, and for complying with the policies and rules outlined therein. I further acknowledge that I have read the Maryland State Addendum in its entirety in accordance with this responsibility.

I understand that while employed by Goodwill, I must comply with all Organization policies and rules except as otherwise provided and/or prohibited under federal and/or state law. I further understand that any rules, policies, and benefits described in the Associate Handbook and the Maryland State Addendum may be modified or varied from by the Organization at anytime—except as required by law and except for the rights of the parties to terminate employment at will (which may be modified only by an express written agreement signed by both me and the President and CEO of the Organization).

\_\_\_\_\_  
Date

\_\_\_\_\_  
Associate Name

\_\_\_\_\_  
Associate Signature

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**Maryland**  
**State Addendum to Associate Handbook**

**ABOUT THIS ASSOCIATE HANDBOOK ADDENDUM**

This Addendum is meant to supplement the Goodwill Industries’ Associate Handbook by providing additional information regarding laws specific to the state of Maryland. In the event of a conflict between this Addendum and our Associate Handbook, this Addendum will govern. As with the Associate Handbook, the contents of this Maryland State Addendum are guidelines only, and do not create a contract of employment between you and Goodwill.

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## **VOTING TIME**

The Organization requests that, whenever possible, associates vote before or after their regular hours of work to avoid interference with business operations. If there are fewer than two consecutive hours between the opening of the polls and the beginning of an associate's workday or between the end of an associate's workday and the closing of the polls, an associate is entitled to two hours paid leave to vote. The associate must provide the Organization proof on a form prescribed by the State Board that the associate voted or attempted to vote.

## **JURY DUTY**

All associates may attend jury duty in accordance with their legal obligations to do so. Associates may, but are not required to, use paid leave for jury duty. Associates will not be discharged solely because of job time lost by the associate as a result of responding to a summons for jury duty, or as a result of attending court for service or prospective service as a petit or grand juror. An associate who is summoned and appears for jury service for four or more hours, including travel time, will not be required to work an employment shift that begins: (1) on or after 5 p.m. on the day of the associate's appearance for jury service; or (2) before 3 a.m. on the day following the associates' appearance for jury service.

## **MILITARY LEAVE**

As part of Goodwill's military leave policy, the policy applies to any associate who is a member of the National Guard for Maryland, the District of Columbia, or another state and who is absent from work due to being called to state or federal active service.

## **FAMILY MILITARY LEAVE**

Eligible associates may take unpaid leave from work on the day that an immediate family member of the associate is leaving for, or returning from, active duty outside the United States as a member of the armed forces of the United States. Associates are eligible for leave under this policy if they have worked for Goodwill for the last 12 months and worked at least 1,250 hours during that period. Associates may choose to use accrued Paid Time Off for this leave if they so choose. The Organization reserves the right to request documentation supporting an associate's need for leave under this policy.

## **CRIME VICTIM LEAVE**

The Organization will grant reasonable and necessary leave from work, without pay, to an associate who is the victim of a crime to attend or participate in legal proceedings pertaining to the crime. Affected associates must give the Organization reasonable notice of their need for leave under this policy.

## **EMERGENCY RESPONSE LEAVE**

An associate responding to an emergency, as declared by the governor, in their capacity as a volunteer member of a Civil Air Patrol, civil defense, volunteer fire department or rescue squad is permitted unpaid time off to respond to such emergency. The associate is required to

submit a statement signed by the chief or supervisor certifying that the associate's participation was required.

### **CIVIL AIR PATROL LEAVE**

Eligible associates who are members of the Maryland Wing of the Civil Air Patrol are entitled to unpaid leave to perform civil air patrol missions. Eligible associates must have worked the Organization for at least ninety (90) days. The Organization will provide up to 15 days of unpaid leave under this policy.

Associates must give the Organization as much notice as possible of the intended date on which the civil air patrol leave will commence. Upon arrival at an emergency location, the associate must notify the Organization of an estimate of the amount of time needed to complete the mission. The Organization may require certification from the civil air patrol authorities to verify the associate's eligibility for leave.

Civil air patrol associates will have re-employment and benefit rights consistent with the Organization's military leave policy.

### **ORGAN AND BONE MARROW DONATION LEAVE**

An associate who has worked for Goodwill for at least twelve (12) months and has worked 1,250 or more hours during the preceding 12-month period may take up to sixty (60) business days in any 12-month period to serve as an organ donor and up to thirty (30) business days in a 12-month period to serve as a bone marrow donor.

Associates must provide written documentation from a physician verifying: (a) that the associate is an organ or a bone marrow donor; and (b) there is a medical necessity for the donation.

Associates who return to work after taking organ or bone marrow donation leave will be restored to the position of employment held by the associate when the leave began or an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment.

During leave taken under this policy, Goodwill will maintain any existing health coverage in the same manner as if the associate had not taken leave. Leave does not run concurrently with FMLA and may only be taken after FMLA has been exhausted or where the associate is not FMLA-eligible.

### **REST BREAK FOR MINORS**

Minors under 18 must receive a 30 minute break for every 5 consecutive hours of work.

## MARYLAND EARNED SICK AND SAFE LEAVE

**Eligibility.** The Organization provides unpaid earned sick and safe leave (ESSL) to eligible associates who regularly work at least twelve (12) hours per week in Maryland pursuant to the Maryland Healthy Working Families Act (the “Act”). For associates who work in Maryland and who are eligible for sick time under the general paid leave policy, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than the general paid leave policy.

**Accrual.** Associates begin to accrue ESSL pursuant to this policy on February 11, 2018, or at the start of employment, whichever is later. Associates accrue ESSL at a rate of one (1) hour for every thirty (30) hours worked, up to a maximum accrual of forty (40) hours of unpaid ESSL per calendar year. Exempt associates are assumed to work forty (40) hours in each workweek unless their normal workweek is less than forty (40) hours, in which case ESSL accrues based upon that normal workweek. For purposes of this policy, the calendar year is the consecutive 12-month period beginning January 1<sup>st</sup> and ending on December 31<sup>st</sup>.

**Usage.** Associates may begin using ESSL under this policy after the one hundred and sixth (106<sup>th</sup>) calendar day of employment. Associates may use ESSL in the smallest increment that the Organization’s payroll system uses to account for absences or work time, and no associate will be required to take ESSL in an increment of more than four (4) hours. An associate may not use more than forty (40) hours of accrued ESSL per calendar year.

An associate may use ESSL under this policy for the following reasons:

- 1) To care for or treat the associate's mental or physical illness, injury, or condition or obtain preventive medical care;
- 2) To care for a family member with a mental or physical illness, injury, or condition, or obtain preventive medical care for a family member;
- 3) For maternity or paternity leave; or
- 4) If the absence from work is due to domestic violence, sexual assault, or stalking committed against the associate or the associate's family member and the leave is used either during the time that the associate has temporarily relocated due to domestic violence, sexual assault, or stalking or to obtain (for the associate or the associate's family):
  - a) medical or mental health attention that is related to the domestic violence, sexual assault, or stalking;
  - b) services from a victim services organization related to the domestic violence sexual assault or stalking; or
  - c) legal services or proceedings related to the domestic violence sexual assault or stalking.

For purposes of this policy, family member means (1) a biological, adopted, foster, or step child of the associate; a child for whom the associate has legal or physical custody or guardianship; or a child for whom the associate stands in loco parentis, regardless of child’s age; (2) a biological, adoptive, foster, or step parent of the associate or the associate’s spouse; legal guardian of the

associate; or an individual who acted as a parent or stood in loco parentis to the associate or the associate's spouse when the associate or the associate's spouse was a minor; (3) spouse of the associate; (4) a biological, adoptive, foster, or step grandparent of the associate; (5) a biological, adoptive, foster, or step grandchild of the associate; or (6) a biological, adopted, foster, or step sibling of the associate.

**Notice & Documentation.** To use ESSL, an associate must request leave from the Organization as soon as practicable after determining the need for leave and provide notification of the anticipated duration of the leave. When requesting ESSL that is foreseeable, associates must provide advance notice of seven (7) days before the date the ESSL will begin to their supervisor. When requesting ESSL that is not foreseeable, associates must provide notice as soon as practicable to their supervisor. Failure to provide such notice may result in denial of the associate's request for ESSL if the absence will cause a disruption to the Organization.

The Organization may require an associate to provide verification that the leave was used in accordance with applicable law when the associate uses ESSL:

- For more than two (2) consecutive scheduled shifts; or
- Between the first one hundred and seven (107) and one hundred and twenty (120) calendar days of employment and the associate agreed to provide verification at the time of hire.

If an associate fails to provide such verification, the Organization may deny any subsequent request from the associate to take ESSL for the same reason.

An associate's use of ESSL will not be conditioned upon searching for or finding a replacement worker.

**Payment.** ESSL under this policy will be calculated based on the associate's wage rate at the time of absence. Use of ESSL is not considered hours worked for purposes of calculating overtime.

**Carryover & Payout.** An associate may carry over up to forty (40) hours of accrued, unused ESSL under this policy. Accrued but unused ESSL under this policy will not be paid at separation.

**Enforcement & Retaliation.** The Organization prohibits retaliatory or adverse action against any associate who exercises their rights under the Act. However, an associate is prohibited from filing a complaint, bringing an action, or testifying in an action alleging violations of the Act in bad faith. If so, they may be subject to criminal penalties and fines. Associates have the right to file a complaint with the Commissioner of Labor and Industry, or bring a civil action to enforce an order against the Organization if their rights are restrained under the Act.

Associates with questions regarding this policy can contact Human Resources.