



# LCATV

## Lake Champlain Access Television

[www.lcatv.org](http://www.lcatv.org)

# EMPLOYEE HANDBOOK

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# **WELCOME to Lake Champlain Access Television**

On behalf of myself and our Board of Directors, it is my privilege to welcome you to Lake Champlain Access Television (LCATV). We wish you every success in your new job, and we hope that you quickly feel at home. This Handbook was developed to describe some of the expectations we have for all of our employees and what you can expect from us. We hope that your experience here will be challenging, enjoyable, and rewarding.

LCATV is a not-for-profit Public, Educational and Governmental Access Television facility committed to serving the needs of our member communities by providing a free forum for the expression and exchange of ideas and information, a link to local government and schools, and a resource for education and training.

LCATV incorporated in 1993 and began cablecasting in 1994, originally serving Colchester, Milton, and Georgia via Channel 2 from our first home in Colchester High School. Today, we are one of the largest Access Management Organizations in Vermont, serving eight towns in three counties from our home in the Creek Farm Plaza shopping center. We run three channels – Channel 1075 for Public Access, 1095 for Educational Access, and 1085 for Governmental Access – as well as provide a wealth of content and information via [lcatv.org](http://lcatv.org).

Again, welcome! We look forward to working alongside you.

Kevin Christopher  
Executive Director

## TABLE OF CONTENTS

Purpose and Scope of Employee Handbook.....	1
<b>I. EMPLOYMENT .....</b>	<b>2</b>
At-Will Employment .....	2
Immigration Law Compliance .....	2
Equal Opportunity Employment.....	2
Hiring .....	3
Personal Information .....	3
Employment Classifications.....	3
Performance Reviews .....	4
Conflicts of Interest .....	4
Confidentiality .....	5
<b>II. WORKPLACE .....</b>	<b>5</b>
Open Door Policy .....	5
Anti-Harassment Policy .....	6
Safe Workplace.....	8
Drug and Alcohol Policy.....	9
Tobacco Free Workplace .....	10
Employee Dress Code and Personal Appearance .....	10
<b>III. TIMEKEEPING, ATTENDANCE AND TIME OFF .....</b>	<b>10</b>
Timekeeping/Hours of Work .....	10
Payday .....	10
Deductions.....	10
Attendance, Punctuality and Absence Notification.....	11
Breaks .....	11
Travel .....	11
Vacation.....	11
Holidays .....	12

Sick/Personal Leave .....	12
Family and Medical Leave.....	12
Military Leave .....	14
Jury Duty .....	14
Bereavement Leave .....	14
Break Time for Nursing Mothers .....	15
Crime Victims Leave .....	15
Inclement Weather.....	15
<b>IV. BENEFITS .....</b>	<b>16</b>
Health Insurance.....	16
Open Enrollment .....	16
Special Enrollment .....	17
Continuation of Health Coverage .....	17
Retirement Plan .....	17
Workers Compensation .....	17
<b>V. COMPANY PROPERTY AND TECHNOLOGY USE.....</b>	<b>17</b>
Equipment Usage.....	17
Personal Phone Calls.....	18
Use of Social Media/Networking .....	18
Use of Personal Electronics on Field Assignments .....	19
<b>VI. EMPLOYEE EXIT AND PERSONNEL RECORDS .....</b>	<b>19</b>
Termination .....	19
Re-Hire Policy.....	20
References .....	20
Closing Remarks.....	20
Acknowledgement & Receipt of Employee Handbook.....	21

## ***Purpose and Scope of Employee Handbook***

This Handbook applies to all employees of Lake Champlain Access Television (“LCATV”) or (“Company”), and is designed to familiarize you with the organization and provide you with information about LCATV’s employment policies and practices. You are encouraged to read this Handbook carefully and to keep it for future reference. A current copy is also available on the Policies page of the LCATV website. One of our objectives is to provide a work environment that is conducive to both personal and professional growth. Clarification of any of the information contained in this Handbook may be obtained by contacting the Management Team or the Board of Directors.

For the purpose of this employee handbook, LCATV defines an “employee” as any full-time, part-time, seasonal employee, or intern. LCATV defines a “manager” or “supervisor” as any manager, or supervisor employed by LCATV to whom the employee directly reports.

No employee handbook can anticipate every circumstance or question about policy. As the Company continues to grow, the need may arise to change policies described in the Handbook. LCATV reserves the right to revise, supplement or rescind any policies or portions of the Handbook from time to time as it deems appropriate, at its sole and absolute discretion, with or without prior notice. Every effort will be made to publicize all changes as soon as possible.

***This Handbook is intended to outline the key policies of LCATV. The information contained in this guide is for general guidance and reference only and is not a contract of employment. Federal, state or local laws may necessitate the addition of policies and/or amendment of the Handbook. The policies, procedures and benefits described in this handbook may be changed, amended or deleted for any reason at any time. Unless covered by a written employment contract, all employees at LCATV are employed on an at-will basis. You and LCATV may terminate the employment relationship at any time and for any reason.***

## **I. EMPLOYMENT**

### ***At-Will Employment***

Employment with LCATV is considered “at will,” except where employment may be covered by a specific, written employment contract that is executed by both the employee and LCATV. This means that both the employee and LCATV have a voluntary employment relationship which exists for no certain period of time, and which may be terminated at will by either party. Thus, an employee may resign for any reason and at any time. Similarly, LCATV may choose to terminate employment at any time, for any reason, with or without advance notice and with or without cause.

This Handbook does not create a contract of employment or an implied contract of employment. No one at LCATV is authorized to verbally alter the employment-at-will status for any individual and no statements to the contrary can create an employment contract at LCATV. Unless a written employment contract exists, signed by the employee and the company, there is no contractual agreement between LCATV and any employee.

### ***Immigration Law Compliance***

LCATV is committed to employing only United States citizens and aliens who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin.

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility within 3 days of starting employment. Former employees who are rehired may also be required to complete this form.

### ***Equal Opportunity Employment***

As an Equal Opportunity Employer, we ensure that all employment decisions are based solely on individual merit, experience and qualifications directly related to professional competence and without regard to race, color, religion, sex, pregnancy or pregnancy-related condition, gender identity, sexual orientation, national origin, age, disability, citizenship, ancestry, place of birth, genetic information, health coverage status, HIV status, military or veteran status, crime victim status, or other category protected by state and/or federal laws. In addition, LCATV is committed to making reasonable accommodations for individuals with known disabilities who are otherwise qualified to perform the essential functions of their particular position unless the accommodation would result in an undue hardship.

Any employee with questions or concerns about discrimination in the workplace is encouraged to bring these issues to the attention of management. Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action up to and including termination.

## ***Hiring***

In the hiring process, LCATV does not discriminate against candidates for employment based on their race, color, religion, sex, pregnancy or pregnancy-related condition, gender identity, sexual orientation, national origin, age, disability, citizenship, ancestry, place of birth, genetic information, health coverage status, HIV status, military or veteran status, crime victim status, or any other category protected by applicable law.

## ***Personal Information***

LCATV maintains certain personal, pay-related and job-related information for all employees. Most employee records are maintained in paper and/or electronic files, or as otherwise required by law. Maintaining up-to-date personal information is important to us, so employees should notify LCATV of any pertinent changes to their name, address, telephone number, income tax exemptions, marital status, number of dependents, scholastic achievements, emergency contact, etc.

To the extent permitted by applicable laws, employee records in the personnel file are available for inspection by the employee. An employee may review their personnel file during their employment, but only in the presence of an authorized individual. If an employee is interested in reviewing their file, the employee should contact the Management Team.

LCATV will not release salary information in response to external third-party requests (new employer, mortgage company, bank, etc.) without written authorization from the employee, or as required by law. Personnel files may not be removed from LCATV's premises.

## ***Employment Classifications***

LCATV uses different employment classifications to describe employees' status and eligibility for benefits. These classifications do not guarantee employment for any specified period of time. As discussed elsewhere in this Handbook, the employee and LCATV both have the right to terminate the employment relationship at any time.

Each employee is designated as either non-exempt or exempt:

**Exempt** employees earn a weekly salary of at least \$455 per week and hold an administrative, professional, or management position. Exempt employees are not subject to overtime pay provisions of the federal Fair Labor Standards Act (FLSA). Certain outside sales persons and a few other job categories are also exempt.

**Non-Exempt** employees are generally paid hourly and are eligible for overtime at one and a half times the regular rate of pay for all hours over 37.5 hours in a work week.

In addition to being categorized as non-exempt or exempt, employees are further classified as full-time, part-time or variable hour. These classifications are defined as follows:

**Full-Time** employees are those who are regularly scheduled to work 30 or more hours per work week on a year round basis. These employees are eligible for LCATV's benefits package, subject to the terms, conditions and limitations of each benefit program.

**Part-Time** employees are those who are regularly scheduled to work between 18 and 29 hours per work week on a year round basis. These employees are eligible for LCATV's benefits package, subject to the terms, conditions and limitations of each benefit program.

**Variable hour** employees, such as field producers and interns, are those who work temporarily as needed to complete special assignments. Hours worked will depend upon the nature of the assignment. Variable hour employees are not eligible for Company benefits unless otherwise required by law.

### ***Performance Reviews***

In addition to ongoing feedback, each LCATV employee will engage in an annual or semi-annual one-on-one interview session with their direct supervisor to discuss mutual performance. Field Producer interviews shall be conducted by the Production Manager(s). All other staff interviews shall be conducted by the Executive Director. The Executive Director's interview shall be conducted by the Board of Directors. Additionally, the Executive Director shall provide to the Board of Directors or a committee thereof a numerical and/or narrative review of staff members based upon the criteria outlined in their position's job description in order to determine any changes in compensation.

### ***Conflicts of Interest***

LCATV recognizes the rights of employees to engage in outside activities which are of a private nature and unrelated to our business. However, the employee must disclose any possible conflicts so that LCATV may assess and prevent potential conflicts of interest from arising. A potential or actual conflict of interest occurs whenever an employee is in a position to influence a decision that may result in a personal gain for the employee or an immediate family member (spouse or significant other, children, parents, siblings) as a result of LCATV employment.

Although it is not possible to specify every action that might create a conflict of interest, this policy sets forth the ones which most frequently present problems. If an employee has any questions whether an action or proposed course of conduct would create a conflict of interest, they should immediately contact management to obtain advice on the issue. The purpose of this policy is to protect employees from any conflict of interest that might arise.

A conflict of interest exists when an employee's loyalties or actions are divided between LCATV and a competitor, supplier, media outlets, client, other third party or, in some situations, themselves. Employees who are unsure whether a certain transaction, activity or relationship constitutes a conflict of interest should discuss it with the Management Team.

Some examples of the more common conflicts that should be avoided and/or discussed with the Management team include:

- Accepting personal gifts or entertainment from competitors, customers, suppliers or potential suppliers.
- Working for a competitor, supplier or client while employed by LCATV.
- Engaging in self-employment in competition with LCATV.
- Using proprietary or confidential company information for personal gain or to LCATV's detriment.



- Having a direct or indirect financial interest in or relationship with a competitor or supplier.
- Acquiring any interest in property or assets of any kind for the purpose of selling or leasing it to LCATV.
- Committing LCATV to give its financial or other support to any outside activity or organization without appropriate written authorization.

Failure to adhere to this guideline, including failure to disclose any conflict or seek an exception, may result in disciplinary action up to and including termination of employment.

### ***Confidentiality***

It is the responsibility of all employees to safeguard sensitive Company information. Confidential Company information includes, but is not limited to, information discussed during executive sessions of the Board of Directors. None of this information should be repeated or shared with anyone. If you are ever in doubt, it is best to refer all questions concerning confidentiality or proprietary information to the Management Team.

Even after employment ends, employees are bound to observe and adhere to the same standards with respect to the use and disclosure of LCATV's confidential and proprietary information.

A breach of confidentiality can be very costly to LCATV. Therefore, any improper transfer of material or disclosure of information, even though it is not apparent that an employee has personally gained by such action, constitutes unacceptable conduct. Any employee who participates in such conduct will be subject to disciplinary action, up to and including termination and possible legal action.

*Any employee who improperly copies, removes (whether physically or electronically), uses or discloses confidential information to anyone outside of LCATV will be subject to disciplinary action, up to and including termination.*

## **II. Workplace**

### ***Open Door Policy***

One of LCATV's objectives is to maintain productive and positive relationships within our organization. Our Staff is our most important resource and the basis for our success. In order to maintain quality relationships, and positive employee relations, we have an "open door policy" at all levels of management. Employees are encouraged to express their opinions, concerns, and suggestions regarding the workplace directly to the appropriate manager. LCATV is eager to assist in the resolution of employee concerns, and to consider ideas for making our company even better.

If you have a concern or complaint, you are encouraged to first discuss the issue with your immediate supervisor. Many issues can be resolved at this level. However, if you are not satisfied that the issue has been appropriately addressed, or if at any time you feel uncomfortable speaking with your supervisor or a manager, you should contact the Executive Director or the President of the Board of Directors.

## ***Anti-Harassment Policy***

LCATV is firmly committed to prohibiting discrimination both before and during employment against individuals because of race, color, sex, sexual orientation, gender identity, age, religion, national origin, ancestry, place of birth, disability, or any other legally protected status. All employees are entitled to a workplace free of discrimination, including harassment based on any of the above factors. We will not tolerate such conduct at the workplace. If an employee believes that they have been subjected to such discrimination or harassment, the reporting procedure outlined below for complaints of sexual harassment should be followed.

### **Harassment**

#### Definition of Harassment

Harassment may include, but is not limited to: offensive jokes, slurs, epithets or name calling, physical assaults or threats, intimidation, ridicule or mockery, insults or put-downs, offensive objects or pictures, and/or interference with work performance. Harassment can occur in a variety of circumstances and must create a work environment that would be intimidating, hostile, or offensive to reasonable people. The harasser can be the victim's supervisor, a supervisor in another area, an agent of the employer, a co-worker, or a non-employee.

### **Sexual Harassment**

LCATV prohibits sexual harassment of its employees. Sexual harassment is unlawful under state and federal statute. The Company is committed to providing workplaces free from this unlawful conduct.

#### Definition of "Sexual Harassment"

Sexual harassment is a form of sex discrimination and means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

1. submission to that conduct is made either explicitly or implicitly a term or condition of employment; or
2. submission to or rejection of such conduct by an individual is used as a component of the basis for employment decisions affecting that individual; or
3. the conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Examples of sexual harassment may include, but are not limited to the following, when such acts or behavior come within one of the above definitions:

- unwelcome sexual advances
- suggestive or lewd remarks
- unwanted hugs, touches, kisses
- requests for sexual favors
- pornographic posters, cartoons or drawings
- sexual jokes and banter
- retaliating for complaining about sexual harassment

Retaliation against an employee for reporting sexual harassment or for cooperating in an investigation of a complaint of sexual harassment is unlawful. It shall be a violation of this policy for any employee who learns of the investigation or complaint to take any retaliatory action which affects the working environment of any person involved in the complaint or investigation. Employees who believe they are being retaliated against should follow the complaint procedure outlined below.

### **Zero Tolerance for Violence**

The safety of LCATV's employees, clients, and visitors is an important concern to the organization. Threats, threatening behavior or acts of violence against employees, clients, visitors or others while on LCATV's property or while conducting business or receiving services from LCATV will not be tolerated. Violations of this policy will lead to disciplinary action, possible dismissal, and criminal prosecution as appropriate.

LCATV prohibits disrupting, interfering, or preventing normal work functions or activities; making physical or verbal threats; or endangering the health or safety of any individual. Disruptive, threatening, and/or violent behaviors may include:

- yelling
- using profanity
- waving arms or fists
- verbally abusing others
- physical actions short of actual contact or injury
- general oral or written threats to people or property
- implied threats
- physical assault, with or without weapons
- behavior that a reasonable person would interpret as being potentially violent
- specific threats to inflict physical harm

## ***Complaint and Resolution Procedures***

### **Sexual Harassment Complaints**

LCATV is committed to taking action when it learns of potential sexual harassment. Any employee who feels that they have been the victim of sexual harassment should contact:

Kevin Christopher  
Executive Director  
Lake Champlain Access Television  
63 Creek Farm Plaza, Suite 3  
Colchester, VT 05446  
802-862-5724  
kevin@lcatv.org

Dirk Reith  
President, Board of Directors  
c/o Lake Champlain Access Television  
63 Creek Farm Plaza, Suite 3

Colchester, VT 05556  
802-879-6547  
dreith@aol.com

We will take all necessary steps to ensure that the matter is promptly investigated and addressed. Any employee who has been found to have harassed another employee will be subject to disciplinary action, ranging from a verbal warning up to and including termination.

Although employees are encouraged to file their complaint of sexual harassment through this employer's complaint procedure, the following agencies also process complaints of sexual harassment:

1. Vermont Attorney General's office, Civil Rights Unit, 109 State Street, Montpelier, VT 05602, tel: (802). 828.3171 (voice/TDD).
2. Equal Employment Opportunity Commission, John F. Kennedy Federal Building, 475 Government Center, Boston, MA 02203, tel: (800) 669-4000 (voice) (800) 669-6820 (TDD)

Each of these agencies may conduct impartial investigations, facilitate conciliation, or pursue a civil action in state or federal court. An individual is not required to follow this employer's complaint procedure before filing a charge with these agencies. In addition, a complainant also has the right to hire a private attorney and to pursue a civil action in Superior Court.

### **Harassment or Workplace Violence Complaints**

Anyone who feels that they are a victim of harassment or workplace violence or who suspects or witnesses an act of harassment or violence should report it immediately to their immediate supervisor and/or the Executive Director or Board of Directors President. If uncomfortable approaching any of those people, they may contact another member of the management team or Board of Directors. That person will discuss the problem with you in a private interview and take whatever action is deemed necessary to resolve the complaint. If the employee does not agree with that resolution, they should discuss the issue with the next higher level manager or contact one of the government agencies listed above.

### **Harassment by Non-Employees**

Any harassing or otherwise discriminatory behavior by customers, vendors, or any other third parties should be reported to the Executive Director as soon as possible so that appropriate corrective action may be taken.

### ***Safe Workplace***

LCATV is committed to maintaining a healthy and safe work environment and to eliminating recognized safety and health hazards in the workplace. LCATV requests that all employees share in this commitment and identify any unsafe conditions to their supervisor.

### **Accidents/Emergencies**

Employees injured on the job, regardless of the severity of the injury, must report the injury to a supervisor and file a workers' compensation incident report as soon as practicable. Each employee's cooperation in completing the necessary medical forms and accident reports is essential as LCATV may be required to

submit documentation pertaining to an injury or illness to appropriate agencies. Complete and timely documentation is essential in order to expedite claims processing. A neglected injury can become a serious problem if not treated promptly. If the injury is of a serious nature, arrangements will be made to transport the injured employee to the nearest medical facility for treatment.

### ***Drug and Alcohol Policy***

At LCATV we recognize that our employees are our most valuable asset, and that drug and alcohol abuse adversely affects the health and safety of employees and compromises their ability to provide services to our customers. Because of this, LCATV strives to maintain a safe, drug-free workplace free from the adverse consequences of employee alcohol and drug abuse.

No employee may illegally possess, manufacture, distribute, trade, sell, or offer to sell illegal or prescribed drugs, or other illegal intoxicants while on company business (including business travel and work activities outside of LCATV), within a company vehicle, or anywhere on Company premises (including personal vehicles, parked on Company property). Although Vermont law now permits the possession of small amounts of marijuana, federal law considers marijuana an illegal drug and LCATV's policy continues to treat it as an illegal intoxicant.

Employees are also prohibited from using and/or being under the influence of any intoxicants, (such as alcohol or marijuana), while on company business (including business travel and work activities outside of LCATV), within a Company vehicle, or anywhere on the Company premises or worksite (including personal vehicles, parked on Company property). If there is a work related function after work hours where alcohol is served, employees are expected to drink responsibly. Under no circumstances are employees allowed to consume alcohol or marijuana and operate a vehicle, (rented or owned), while traveling on Company business.

#### Special Circumstances:

- \* *Prescription and Non-prescription Medications* - Prescription drugs may be possessed and used, as prescribed by the employee's physician. However, it is the employee's responsibility to advise their supervisor of both prescription and non-prescription drug use if such medication could potentially affect the employee's ability to safely and effectively perform their job duties. The employee will only be required to disclose the use of such medication, not the name of the drug or the condition for which it is being used. LCATV may request a note from the employee's physician regarding the use of such drugs on Company property and/or the implications on job performance. LCATV reserves the right to limit and/or suspend an employee's employment, if the employee's ability to safely perform work-related duties is impaired or diminished.

Every employee must abide by this workplace policy, regardless of employment status (e.g. – permanent, temporary, etc.). Violations of this policy may result in disciplinary action, up to and including termination of employment and/or pursuit of legal action. Employees are advised that certain violations of this policy may also constitute a violation of state and/or federal law. Furthermore, employees must notify LCATV within five (5) working days of any conviction, for violation of any federal or state criminal drug law occurring in the workplace.

### ***Tobacco Free Workplace***

LCATV is committed to providing a safe and healthy work environment and to promoting the health and well-being of employees and visitors. LCATV forbids the use of cigarettes, cigars, chewing tobacco, snuff, pipes, snus and any non-FDA-approved nicotine delivery device, such as electronic cigarettes in the work place or at a work site.

### ***Employee Dress Code and Personal Appearance***

Employees of LCATV are expected to present a clean and professional appearance when representing the company. You are, therefore, required to dress in appropriate business attire and to behave in a professional, businesslike manner both in the office and on work assignment.

The current LCATV dress code is casual but neat. Wearing a shirt with the LCATV logo is optional, but you will be provided with one should you choose to wear it. Torn jeans or other torn clothing and tee shirts with inappropriate verbiage or pictures are not appropriate casual attire. As always, please use common sense in your choice of business attire.

## **III. TIMEKEEPING, ATTENDANCE AND TIME OFF**

### ***Timekeeping/Hours of Work***

All staff must track their time daily and submit a weekly timesheet. Non-exempt staff working more than 37.5 hours in a work week will be compensated at one and one half times the regular hourly rate for those hours in excess of 37.5. Work schedules vary by position and assignment. Management will consider requests for flexibility and/or earlier or later starting and ending times; however, the need to meet job requirements may necessitate specific starting and ending times, and variations in the total hours that may be scheduled each day and week.

### ***Payday***

Employees are paid every Thursday. The work week runs from Sunday to Saturday. Checks for the current workweek will be available the following Thursday, and direct deposit into the employee's own bank account is strongly encouraged.

LCATV takes all reasonable steps to assure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled payday. In the unlikely event that there is an error in the amount of pay, the employee should promptly bring the discrepancy to the attention of Management Team, so that corrections can be made as quickly as possible.

### ***Deductions***

LCATV is required by law to make certain deductions. Your pay stub itemizes the deductions made from your gross earnings. Federal or state laws require that we make deductions for Social Security, Federal Income Tax, State Income Tax where applicable, and any other legally mandated taxes or deductions. Any

questions that you may have about your paycheck or deductions should be addressed to the Executive Director.

### ***Attendance, Punctuality and Absence Notification***

It is important for you to report to work on time and to avoid unnecessary absences. LCATV recognizes that illness or other circumstances beyond your control may cause you to be absent from work from time to time. However, frequent absenteeism or tardiness may result in disciplinary action up to and including termination.

You are expected to report to work when scheduled. Whenever you know in advance that you are going to be absent or late, you should notify your immediate supervisor or the Executive Director. If your absence or tardiness is unexpected, you should attempt to reach your immediate supervisor as soon as possible, but no less than one hour before you are due at work. In the event your immediate supervisor is unavailable, you must speak with a manager. If you leave a voicemail, you must provide a number where your supervisor may reach you if needed. Failure to notify your supervisor of your absence for two consecutive days is considered a voluntary termination of employment. Some, but not all, absences are compensated under the Company's leave and benefits policies described in this handbook.

### ***Breaks***

Breaks can be taken as reasonably necessary.

### ***Travel***

Employees are often expected to travel to various worksites. When asked to do so, mileage is reimbursed monthly based upon the current standard IRS mileage reimbursement rate. In addition, travel time between the LCATV location and a work site is compensable time. Travel time between the employee's home and a worksite that exceeds the employee's regular commute to the LCATV office is compensable time.

### ***Vacation***

**Full time Staff.** All fulltime staff members of LCATV will receive ten (10) days of vacation per fiscal/calendar year, beginning on the hire date. Initial vacation days will be annually prorated from the employee's date of hire. Please note: If an employee's normal work week is less than 40 hours, then they will be entitled to the equivalent of one week of vacation based upon their regularly-scheduled work hours (for example, an employee works 35 hours per week, they would be entitled to 35 hours of vacation.)

Unused days of vacation may not be carried over from one fiscal/calendar year to another. After three years of fulltime employment, an employee's amount of paid vacation time shall be increased to fifteen (15) days. After six years of fulltime employment, an employee's amount of paid vacation time shall be increased to twenty (20) days.

**Part-time Staff.** All regular part-time staff members will receive five (5) days of vacation per fiscal/calendar year. Initial vacation days will be annually prorated from the employee's date of hire. Vacation pay is to be based upon an average of the employee's weekly hourly wage. Unused days of vacation may not be carried over from one fiscal/calendar year. After one year of part-time employment, an employee's amount of paid vacation time shall be increased to ten (10) days.

## ***Holidays***

LCATV observes the following holidays:

Martin Luther King, JR. Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas (2 days)  
New Year's (2 days)

All full time and non-variable part time employees will receive off the holiday or, if the holiday falls on a weekend day, either the preceding Friday or following Monday as determined by Management, with full compensation.

Staff members may use one paid floating holiday day in lieu of any of the aforementioned holidays. Additional floating holidays in lieu of any of the aforementioned holidays may be granted for individual needs and with prior approval by the Executive Director or Board of Directors.

## ***Sick/Personal Leave***

Full time employees are eligible for 40 hours of paid sick/personal time per 12-month period beginning immediately upon hire. Part time employees regularly working 18-29 hours for 20 or more weeks in a year will be granted sick/personal time on a pro-rated basis. Employees may take sick/ personal days for the following reasons:

- Employee's own illness or injury, or to obtain preventive medical care
- To care for immediate family members who are sick or injured, or to assist them with obtaining preventive medical care
- To care for immediate family members when the family member's school or business is closed for public health or safety reasons (snow days, for example)
- To arrange for social or legal services, or to obtain medical care or counseling when the employee or an immediate family member is a victim of domestic violence, sexual assault or stalking
- Other personal reasons necessitating time off from work (employees should make every effort to schedule appointments for times that will not interfere with the regular work day)

Employees should make an effort to schedule appointments at a time that would not interfere with the regular work day. At the discretion of the Executive Director, more sick and/or personal time may be granted based upon individual circumstances. Unused sick and personal days will neither be carried over, nor paid out, at the end of the 12-month period, and will not be paid out upon termination of employment.

## ***Family and Medical Leave***

LCATV shall permit all employees working an average of 30 or more hours per week 12 weeks of leave per 12-month period at one-half of that employee's salary or hourly wage for the purposes of caring for dependent children in instances such as illness, birth, or adoption, and in the case of serious illness of the



employee or a member of an employee's immediate family. Employees must be employed for at least 12 months. Types and qualifications of leave shall be defined as follows:

**IMMEDIATE FAMILY:** child, stepchild, ward, foster child, spouse, party to a civil union, parent, parent-in-law, grandparent, grandchild, sibling, any person residing with the employee, and any family member for whom an employee is primarily responsible either to arrange for health care or to provide care.

**FAMILY LEAVE** - a leave of absence from employment by an employee in the case of serious health condition of the employee's immediate family as defined above.

**PARENTAL LEAVE** - a leave of absence from employment during the pregnancy and/or after childbirth, or within a year following the initial placement of a child 16 years of age or younger with the employee for the purpose of adoption.

**SERIOUS HEALTH CONDITION** - illness, injury, impairment, or physical or mental condition that involves: inpatient care in a hospital, hospice, or residential medical care facility; or continuing treatment by a health care provider.

In case of serious health condition of an employee or member of an employee's immediate family, a 12-week leave of absence shall be granted, on request, with written documentation from a health care provider specifying the reason for and duration of the requested leave. Prior to the resumption of work duties, the employee on leave shall provide written documentation from a health care provider certifying their ability to return to work. All vacation accrual shall cease during a leave of absence.

LCATV will make every effort to return employees to a comparable position upon return from a Family and Medical leave, but cannot guarantee employment.

In all instances of leave, health care coverage shall continue under the same conditions as if the employee had been continuously employed during the leave. An employee may choose to use sick leave, vacation leave, or any other accrued paid leave time during the leave, up to six weeks. The employer may not require the employee to do so. Use of paid leave does not extend the overall leave time to which the employee is entitled.

**Notice.** Employees are required to give reasonable advance notice (at least two weeks) in writing in the event of a foreseeable leave. In unexpected or unforeseen situations, employees should provide as much notice as is practicable (usually verbal notice within one or two business days of when the need for leave becomes known), followed by a written request for leave.

**Short-Term Family Leave.** In addition, an employee is entitled to short-term family leave of up to 4 hours in any 30 day period (but not more than 24 hours in any 12 month period) of unpaid leave to participate in preschool or school activities directly related to the academic advancement of the employee's child, stepchild, foster child, or ward who lives with the employee; to attend or to accompany the employee's child, stepchild, foster child, or ward who lives with the employee or the employee's parent, spouse, or parent-in-law to routine medical or dental appointments; to accompany the employee's parent, spouse, or parent-in-law to other appointments for professional services related to their care and well-being; to respond to a medical emergency involving the employee's child, stepchild, foster child, or ward who lives

with the employee or the employee's parent, spouse or parent-in-law. For short-term family leave, an employee must give notice as early as possible, at least seven days before the leave is to be taken unless waiting seven days could have a significant adverse impact on the employee's family member. Simultaneous requests for short-term leave from multiple employees which have a potential impact on normal operations shall be granted on a first-come, first-served basis.

**Additional Leave.** An employee may negotiate additional leave with the employee's supervisor and/or the Board of Directors per the terms listed above during a 12-month period. Such leave should be requested in writing and will be considered on a case-by-case basis and subject to the guidelines of this policy. Additional leave may be granted after the consideration of a variety of factors, including but not limited to, cost impact to LCATV, the ability of existing staff to absorb the duties of the employee requesting leave, and the need to engage other personnel during the absence of the employee requesting leave to fulfill said employee's duties.

## ***Military Leave***

### Reserves

Employees are eligible for time off to attend training in any branch of the Armed Forces or National Guard of the United States. An employee must present military orders to their Supervisor or Manager immediately upon receipt. Full-time or part-time employees will be paid the difference between their normal rate of pay and their military pay, limited to a two-week period.

### Active Duty

An Associate called to active duty must present the military orders to their Supervisor or Manager immediately upon receipt. If the leave does not exceed five years and an honorable discharge is received, the employee is eligible for re-employment in accordance with the Uniformed Services Employment and Re-employment Rights Act of 1994 (USERRA). During the leave, health and retirement benefits are protected in accordance with the USERRA.

### Benefits

Employees will continue to receive full benefits for up to 30 days. Employees on military leave for more than 30 days may elect to continue health benefits for up to 24 months by paying the full premium. Upon returning to employment after military service, an employee's benefits will be reinstated immediately.

## ***Jury Duty***

LCATV encourages employees to fulfill their civic responsibilities by serving jury duty when required. An employee may use any available paid time off (for example, vacation benefits) or may request an unpaid jury duty leave of absence. Employees must show the jury duty summons to their supervisor as soon as possible so that they may make arrangements to accommodate their absence. Employees are expected to report for work whenever the court schedule permits.

## ***Bereavement Leave***

Full-time employees who are actively at work are eligible for bereavement leave with pay for up to 3 days for the death of an immediate family member including a spouse, parent, child (natural, adopted or foster), sibling; the employee's spouse's parent, child, or sibling; the employee's child's spouse; grandparents or grandchildren. Special consideration may also be given to any other persons whose association with the employee is similar to any of the above relationships.

Employees must notify the direct supervisor immediately of a need for bereavement leave along with the specific dates. If additional time is needed beyond three (3) days, vacation or unpaid personal leave may be taken with the approval of the Executive Director.

### ***Break Time for Nursing Mothers***

Nursing mothers may take reasonable break times to express breast milk in the workplace for up to three years after the birth of a child. Specifically, nursing mothers may take reasonable lactation breaks during the work day. LCATV will provide a private nursing area for employees as well as refrigeration.

### ***Crime Victims Leave***

Employees who are the victims of a crime will receive job-protected, unpaid leave to attend certain legal proceedings relating to the crime, provided the employee has been employed at LCATV for six months working an average of at least twenty hours per week. Under Vermont law, a “crime victim” is a person or family member of a person who has:

- Obtained a relief from abuse order against a family or household member
- Obtained a court order against stalking or sexual assault
- Obtained a court order against abuse of a vulnerable adult, or
- Sustained physical, emotional or financial injury as the direct result of a crime, and is identified as a crime victim in an affidavit filed by law enforcement

Employees who are crime victims have the right to take unpaid leave to attend criminal proceedings where the employee has a legal right or obligation to appear at the proceeding, relief from abuse hearings and neglect or exploitation hearings in which the employee is a plaintiff, or hearings concerning an order against stalking or sexual assault. Employees may use accrued sick or paid time off during the leave.

LCATV will require appropriate documentation indicating the need for the leave. Employees will continue to receive employment benefits while on leave, and will be reinstated to their same job or a comparable position upon return.

### ***Inclement Weather***

These guidelines address situations when adverse weather or other emergency conditions present difficult travel or other problems for employees.

The office is generally open on regularly-scheduled work days unless a decision is made by the Executive Director to close. In the unlikely event that management does not need you to report to work, you will be notified. Employees will be paid for such days.

All employees are expected to make every reasonable effort to report to work on time to minimize disruption of normal work routines. Generally, absence due to weather conditions caused by individual transportation problems or location of residence will either be unpaid time for non-exempt employees, or the employee may take unused vacation time. Employees are expected to notify their manager and/or Management Team of their absences.

## IV. BENEFITS

LCATV has established a variety of employee benefit programs. This portion of the Handbook contains a very general description of the benefits to which you may be entitled as an employee of LCATV. Please understand that this general explanation is not intended to, **and does not**, provide you with all the details of these benefits. Therefore, this Handbook does not change or otherwise interpret the terms of the official plan documents. Your rights can be determined only by referring to the full text of the official plan documents, which are available for your review from the Executive Director. To the extent that any of the information contained in this Handbook is inconsistent with the official plan documents, the provisions of the official documents will govern in all cases.

Please note that nothing contained in the benefit plans described herein shall be held or construed to create a promise of employment or future benefits, or a binding contract between LCATV and its employees or their dependents, for benefits or for any other purpose. All employees remain at-will employees and shall remain subject to discharge or discipline to the same extent as if these plans had not been put into effect.

LCATV reserves the right, in its sole and absolute discretion, to amend, modify or terminate, in whole or in part, any or all of the provisions of the benefit plans described herein, including any health benefits that may be extended to retirees and their dependents. Further, LCATV reserves the exclusive right, power and authority, in its sole and absolute discretion, to administer, apply and interpret the benefit plans described herein, and to decide all matters arising in connection with the operation or administration of such plans.

For more complete information regarding any of our benefit programs, please refer to the Summary Plan Descriptions, which were provided to you separately or contact Management Team.

Employees who work at least 30 hours per week for 20 or more weeks are eligible for the following company provided benefits. Part time (less than 30 hours), and variable hour employees are not eligible for these benefits, but are eligible for those mandated by law.

### ***Health Insurance***

LCATV provides medical and dental insurance coverage for all full time (30 or more hours per week) employees at the company's expense. Part-time employees shall have the option of contributing fifty percent (50%) of the monthly insurance premium in the form of a payroll deduction with the company providing the other fifty percent (50%). Field Producers shall not be eligible for insurance benefits.

### ***Open Enrollment***

The Open Enrollment period allows employees to add or change their benefits coverage. Applications for medical, dental, long-term disability (LTD), and supplemental life insurance may be submitted during this period. Open enrollment generally takes place in November or early December, with changes effective on January 1. Once you have made a change, you cannot change that selection until the next Open Enrollment period (except in the case of a major life status change; see Special Enrollment).

### ***Special Enrollment***

A “qualifying event,” such as certain life status changes--marriage, birth or adoption of a child or involuntary loss of medical and/or dental coverage, etc.--may allow entry into a plan as long as application for coverage is made within 30 days of the qualifying event. For specific details regarding Special Enrollment, please refer to your Summary Plan Description.

### ***Continuation of Health Coverage***

Under Vermont’s benefits continuation law, employees, spouses and dependent children can generally continue group health benefits for limited periods of time under certain circumstances, such as voluntary or some types of involuntary job loss, reduction in hours worked, death, divorce and other qualifying life events. Employees and qualified beneficiaries may continue their health coverage for up to 18 months at their own cost when their employment is terminated.

It is the employee’s responsibility to notify management once a qualifying event occurs that is not related to the employee’s employment, especially notice of divorce or legal separation.

### ***Retirement Plan***

Full time employees are eligible for LCATV’s Simple IRA.

### ***Workers Compensation***

Employees injured while working should immediately report the injury to their supervisor, regardless of how minor the injury may be. A workers’ comp incident report is to be completed regardless of whether or not the employee believes the incident warrants medical attention. This form must be submitted by the employee to their supervisor. Employees injured on the job may be entitled to workers' compensation benefits. LCATV carries workers' compensation insurance and will assist employees in obtaining all benefits to which they are legally entitled.

## **V. COMPANY PROPERTY AND TECHNOLOGY USE**

### ***Equipment Usage***

All LCATV equipment is to be utilized for business purposes and in accordance with LCATV’s Use of Field Production Equipment Policy. The Company email and Internet system is at all times the property of the Company. By accessing the Internet, Intranet and electronic mail services through facilities provided by the Company, you acknowledge that the Company (by itself or through its Internet Service Provider) may from time to time monitor, log and gather statistics on employee Internet activity and may examine all individual connections and communications.

Employees may not film, access, download or distribute material that is illegal, or which others may find offensive or objectionable, such as material that is pornographic, discriminatory, harassing, or an incitement to violence.

You must respect and comply with copyright laws and intellectual property rights of both the Company and other parties at all times. When using web-based sources, you must provide appropriate attribution and citation of information to the websites. Software must not be downloaded from the Internet without the prior approval of qualified persons within the Company.

### ***Personal Phone Calls***

Company telephones are principally for business calls. The Company telephone system is at all times the property of LCATV. By accessing the telephone system through facilities provided by the Company, you acknowledge that the Company has the right to monitor its telephone system from time to time to ensure that employees are using the system for its intended purposes.

You should use common sense and your best judgment when making or receiving personal cellular phone calls or texts at work. To the extent possible, employees should make personal cell phone calls during their breaks or lunch times.

In accordance with Vermont law, the Company prohibits the use of hand-held cellular devices and texting while driving. Employees must use a hands-free device while driving, should phone use become a necessity in the course of employment.

### ***Use of Social Media/Networking***

LCATV recognizes that many employees may participate in social networking activities on websites such as Facebook, LinkedIn, Instagram, Snapchat and Twitter. In addition, employees may participate in chat rooms, create and maintain personal websites or “blogs,” and/or engage in other forms of personal internet use.

Employees using social media/networking are reminded that there is no such thing as a truly “private” social media site. Search engines can reveal posts years after the publication date. Comments can be forwarded or copied, and archival systems can save information even if a posting is deleted. Consequently, comments made online can always be seen by others, even by unintended parties.

LCATV does not intend to infringe on employees’ communication for any legitimate purpose. However, certain activities may negatively impact LCATV’s reputation or its ability to effectively conduct its operations, or may expose the individual or the company to liability.

Therefore, LCATV requires that employees observe the following when participating in social networking sites and/or engaging in other forms of internet use, regardless of whether the employees are on duty or off duty:

- Employees must adhere to all applicable Company policies as set forth in the Employee Handbook. This includes but is not limited to:
  - Policies regarding confidential information; and
  - Policies prohibiting all forms of illegal discrimination and harassment.
- Employees affiliating themselves with LCATV must clarify that they are speaking for themselves and not on behalf of LCATV.
- Employees affiliating themselves with LCATV must ensure that social media activities are consistent with LCATV’s high standards of professional conduct.

- Employees must not engage in the posting of pornography, obscenity, or any other forms of abusive conduct such as threats of violence.

### ***Use of Personal Electronics on Field Assignments***

While LCATV does not prohibit the use of electronics during periods of inactivity in field assignments (i.e. after equipment set-up but before an event begins), we do expect that such use be discreet and not cause distraction to others working or in attendance. Use of personal electronics is prohibited during active field production unless in an instance of emergency. Personal electronics may occasionally be used as a communications tool during active field production and only at the discretion of the production supervisor.

## **VI. EMPLOYEE EXIT AND PERSONNEL RECORDS**

### ***Termination***

Employees are requested to give at least two (2) weeks' written notice of their intention to end their employment. Employees are advised that LCATV reserves the right to accept the employee's resignation and may waive the notice period.

Group health benefits in which the employee may be enrolled cease on the termination date.

### **Termination Procedures**

Every employee may terminate their employment at any time, with or without cause, and with or without notice. Likewise, LCATV is free to terminate an employee's employment at any time, for any reason that is not prohibited by law, and with or without notice.

Employees will be paid for all time actually worked. Employees will not be permitted to take any paid time off (vacation or sick) once they have given notice of resignation in order to complete their final weeks. Unused vacation time will be paid out on a pro-rated basis at the time of termination except in the event of involuntary termination due to gross misconduct.

All employees whose employment ends must notify LCATV if their address changes in the year following their termination so that tax and benefit information will be sent to the proper addresses.

Final paychecks for employees who resign without notice are mailed to the most recent address on file in the next regularly scheduled payroll run; in the event of an immediate involuntary termination of employment, your final pay will be processed within 72 hours.

You will be notified of your eligibility to continue health insurance benefits for you and your eligible dependents as required by law in the state of Vermont.

### ***Re-Hire Policy***

Employees who provide LCATV with satisfactory service may reapply for employment at any time. Former employees seeking re-employment will be asked to undergo our complete pre-screening process again.

### ***References***

Employees should refer anyone calling for a referral to the Executive Director. Under no circumstances are employees or managers authorized to give out information regarding another employee.

LCATV will respond to reference check inquiries by confirming dates of employment, wage rates, and position(s) held. No employee salary data will be released without a written authorization and release signed by the individual who is the subject of the inquiry, unless otherwise required by law.

### ***Closing Remarks***

This Handbook is intended to give employees a broad summary of things to know about LCATV. The information in this handbook is general in nature. Should questions arise, an employee should consult their supervisor. As always, the Executive Director and Board of Directors are available to assist with any and all questions you may have. LCATV retains the right to modify or vary from the matters set forth in this Employee Handbook, at its sole discretion; provided however, that the employees' at-will status may only be modified by express written agreement signed by both parties.

Again, welcome to LCATV and we look forward to you being a great part of our team!



## ***Acknowledgement & Receipt of Employee Handbook***

I acknowledge that I have received LCATV ("Company") Employee Handbook (the "Handbook"), either in electronic or paper format.

I understand that the Handbook serves as a set of guidelines only, since no handbook or set of policies can anticipate every possible circumstance or situation that may arise in the workplace. I understand that individual circumstances may call for individual attention and/or action. I further understand that the contents of this Handbook may be changed at any time at the discretion of LCATV.

I understand that nothing contained in the Handbook or this acknowledgment page, in whole or in part, shall act as a contract or guarantee of employment. I understand that my employment with LCATV is at-will and that because I am employed for no definite period of time; both LCATV and I retain the right to terminate the employment relationship at any time and for any reason.

I also understand and agree that LCATV retains the right to demote, transfer, change my job duties, and change my compensation/benefits at any time with or without cause in its sole discretion. It is my further understanding that this "at will" employment relationship may not be changed by any written document or by any conduct unless such change is specifically acknowledged in writing and is signed by me and the President.

My signature below indicates that I have read and understand the above statements.

Print Name \_\_\_\_\_

Employee Signature \_\_\_\_\_

Date \_\_\_\_\_

Please return this signed acknowledgement to the Management Team.