



# Employee Handbook

For employees covered by  
MARC's Collective Bargaining Agreement



Revised January 2019  
Approved by MARC Board of Directors on September 26, 2018

## **MARC EMPLOYEE HANDBOOK**

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## **MARC Mission Statement**

The Purpose of MARC is to enhance the quality of life for individuals with disabilities.

MARC achieves its Purpose and defines its Mission by:

- Advocating for the full inclusion of individuals with disabilities in the life of the community
- Fostering opportunities for individuals with disabilities to develop a sense of self-worth and dignity, acquire new skills, attitudes and experiences, and make choices among options for employment, recreation and social interaction
- Providing an array of support services, tailored to individual strengths, preferences and needs, including employment, adult education, training, personal care, and case management, and
- Promoting communication, cooperation and collaboration among individuals with disabilities, their families and friends, and community agencies.



Dear MARC Employee,

I'd like to personally welcome you to the MARC team! I am pleased to have you working here. You were selected for employment due to the values, compassion, and work ethic that you displayed that appear to match the qualities we look for in an employee.

I'm looking forward to seeing you grow and develop into an outstanding employee who exhibits a high level of care, concern, and compassion for others. I hope that you will find your work to be rewarding, challenging, and meaningful.

I will expect your best each day. Know that I am concerned about your development and that my door is always open. The keys to your success will be being dependable, reliable, showing openness, follow-through, attentiveness, and following the policies and procedures. While doing these things you will be successful and so will MARC. Your professional growth is important for me personally because if you are growing our clients will grow as well.

Our organization is confronting a time of many changes during the next few years. The world of human services is an exciting area in which to work, and we'll continue working to ensure MARC remains on the cutting edge. We are very proud of where we are today and excited about where we are headed.

Before I finish, I'd just like you to know that you, as part of the MARC team, are our most important and greatest asset. We could not accomplish what we do every day without our employees. I'm very pleased to welcome you to MARC and look forward to working with you! I look forward to seeing you grow as a professional while enhancing the lives of the clients entrusted in your care.

Sincerely,

Suzanne Hanson,

MARC Executive Director  
901 Post Rd., Madison WI 53713  
608-223-9100 ext 26

## **MARC EMPLOYEE HANDBOOK**

### INTRODUCTION

This handbook includes general information regarding the MARC work environment that should be the most important to you during your tenure with MARC. You are responsible for reading and following these policies and procedures. **This handbook does not cover all MARC policies and procedures, does not constitute a contract between MARC and its employees, and may change at any time without prior notice.**

This Employee Handbook applies to those MARC employees who are covered by the Collective Bargaining Agreement between MARC and AFSCME Local 412. This Handbook is intended to cover those common workplace issues and policies that are not otherwise addressed in that Collective Bargaining Agreement. To the extent this Handbook and the Collective Bargaining Agreement are in conflict with one another, the terms of that Collective Bargaining Agreement will control.

Consistent with its Employee Expectations policy located on page 14 of this Handbook, MARC does not believe in enumerating strict and formal disciplinary or work rules. However, the Collective Bargaining Agreement between MARC and AFSCME Local 412 refers to “work rules,” and the procedure to be followed when “work rules” are violated. MARC expects all employees to act in accordance with its Employee Expectations policy located on page 14 of this Handbook, which may be considered part of MARC’s work rules. For purposes of reading this Handbook and the underlying Collective Bargaining Agreement in harmony with one another, the disciplinary procedures enumerated in that Agreement can apply anytime any of the policies outlined in this Handbook are violated.

Any questions you may have regarding the information contained within this handbook should be directed to your Program Director or the Human Resources Director, Stephanie Gulvik. The MARC Human Resources Director, can be reached at 223-9110 x12, [sgulvik@marc-inc.org](mailto:sgulvik@marc-inc.org), or by interoffice mail.

## **1. EMPLOYMENT PRACTICES**

### **A. EQUAL EMPLOYMENT OPPORTUNITY**

MARC is an Equal Opportunity employer. MARC complies with laws relating to discrimination against qualified applicants or employees in hiring or in any decision affecting job status or pay, based on race, color, creed, religion, national origin, ancestry, sex, marital status, disability, sexual orientation, age, arrest or conviction record, or other applicable protected classes.

***With respect to those employees who are employed by one of MARC's Madison, Wisconsin locations,*** MARC complies with laws relating to discrimination against qualified applicants or employees in hiring or in any decision affecting job status or pay, based on sex, race, religion or atheism, color, national origin or ancestry, citizenship status, age, handicap/disability, marital status, source of income, arrest record, conviction record, credit history, less than honorable discharge, physical appearance, sexual orientation, gender identity, genetic identity, political beliefs, familial status, student status, domestic partner status, receipt of rental assistance, the fact that the person declines to disclose their social security number, homelessness or unemployment status.

B. TERMS of EMPLOYMENT and DISCLAIMER

MARC is an at-will employer. This means that:

You are free to resign from employment with MARC at any time, for any reason or no reason, with or without prior notice.

This also means MARC has the same option to terminate your employment at any time, for any reason, with or without prior notice, consistent with applicable laws.

The Employee Handbook is an example of printed material provided to those employed by MARC to explain MARC's employment policies, benefits and general responsibilities for employees. **The printed material is not intended to represent or act as a contract between MARC and employees and does not guarantee employees employment or provision of any benefit. It is not intended to alter the employment-at-will nature of the relationship between MARC and employees.**

Unless otherwise provided for in this handbook, the provisions of this handbook supersede any and all previous or other handbooks or statements of policy or procedures, whether written or oral.

The provisions of this Employee Handbook apply to all employees covered by MARC's collective bargaining agreement with AFSCME local 412. Only the Executive Director and MARC Board President have the authority to enter into individual contracts of employment, and does so only by a written agreement signed by the individual employee, the Executive Director and the MARC Board President.

### C. PERSONNEL FILES

MARC personnel files contain employee information and records pertinent to your employment. Personnel files are the property of MARC, and access to the information contained in the files will be restricted due to their confidential nature. If you wish to view your personnel files, please make a written request to the Human Resource Director. MARC will permit you to inspect personnel documents as defined by applicable law. MARC will provide you the opportunity to inspect your personnel records within 7 working days after making the request. MARC may charge a reasonable fee for providing copies of records.

### D. PERFORMANCE REVIEWS

All MARC employees may receive periodic performance reviews, occurring by three months and by six months after hire or appointment to a new position, every two years thereafter, or at intervals to meet MARC's needs. The review may include, but not be limited to, job performance, identification of training needs, and any performance objectives necessary to improve job performance. A copy of all performance reviews will be permanently placed in your personnel file.

### E. PAYROLL

Electronic deposit is the safest and quickest way to deposit your pay. All MARC employees are encouraged to sign up for electronic deposit if they have a bank account. There is no cost for electronic deposit.

MARC has two pay periods per month, which run from the 1<sup>st</sup> through the 15<sup>th</sup>, and the 16<sup>th</sup> through the end of the month. The payday for the first pay period of the month is on the 22<sup>nd</sup> (or the working day immediately preceding the 22<sup>nd</sup> if it falls on a Saturday, Sunday or holiday). The payday for the second pay period of the month is on the 7<sup>th</sup> of the following month (except when adjusted as noted above).

Your paystub is available electronically on the Paychex website. You must login to your account, where you can then view your pay stubs, confirm your pay and fringe benefits, and print a copy if you would like.

Program Directors will distribute any live payroll checks on the afternoon of payday. If you will be on leave during payday, you may make arrangements to have your check mailed to your financial institution, picked up by an authorized individual, or secured in a corporate safe. With approval from your Program Director, you may also make arrangements to pick up your paycheck at the corporate office at 901 Post Road on the morning of payday. No paycheck may be released before payday.

**F. PAY CORRECTIONS**

MARC takes all reasonable steps to assure paychecks are prompt and accurate. You are responsible for reporting any discrepancy immediately to your Program Director or to Human Resources. All pay corrections must be made within the tax-reporting year in which they occur.

**G. GARNISHMENTS**

MARC will comply with all court ordered pay garnishments. You will be notified before any deductions are taken from your paycheck. Only court authorized deductions, including MARC costs, will be deducted.

**2. EMPLOYEE SCHEDULES and WORK ASSIGNMENTS**

**A. NORMAL WORK SCHEDULE**

Although work schedules will be determined at the time of hire, such schedules are subject to change due to program needs, and flexibility is required of all MARC employees. The standard workweek is from 12:00 a.m. on Sunday through 11:59 p.m. on Saturday. MARC normal hours of operation are Monday 8:00 a.m. to Friday 4:30 p.m.

**B. OVERTIME**

Any hours non-exempt employees work in excess of 40, in a standard workweek, which runs from 12:00 a.m. on Sunday though 11:59 p.m. on Saturday, will be paid at time and one-half the regular rate for non-exempt employees performing their traditional job duties. If you anticipate working in excess of 40 hours in any given week, you must obtain approval in advance from your supervisor.

**C. WORK ASSIGNMENTS**

MARC employees will be given a primary work assignment, but may be required to work in other departments or perform alternate duties to assure client coverage during staff absences, due to lunches or breaks, illness, vacations, or position openings. Work assignments will be determined according to program needs by your supervisor.

**D. REASONABLE ACCOMMODATION**

In accordance with federal and state laws, MARC provides reasonable accommodation to known physical or mental limitations of an otherwise qualified employee with a disability unless the accommodation would impose an undue hardship on MARC.

Reasonable accommodation may be, depending on the circumstances, modification or adjustment to a job, the work environment, or the way things usually are done that enables an employee with a disability to perform the essential functions of a job, and to enjoy equal benefits and privileges of employment. Reasonable accommodation may also include a leave of absence or modified work schedule.

If an employee requires reasonable accommodation, it is his or her responsibility to request such accommodation. The request should be in writing. MARC reserves the right to request a physician's statement documenting the need for the requested accommodation. MARC may also request a physician's statement documenting the employee's ability to return to work and perform the essential functions of the position in question. All requests for reasonable accommodation should be submitted to the HR Director, in writing.

#### E. LUNCHES and BREAKS

Each employee working at least seven and one half (7.5) hours per day, will receive one thirty (30) minute unpaid lunch break, one paid fifteen (15) minute personal break in the first half of their shift, and one paid fifteen (15) minute personal break in the second half of their shift. Each employee working at least six (6) hours per day will receive one thirty (30) minute unpaid lunch break, and one paid fifteen (15) minute personal break to be scheduled according to the employee's work day. Employees working at least four hours per day will receive one thirty (30) minute unpaid lunch break.

The Employer will determine the lunch and break schedule based on the Employer's needs or by mutual agreement.

### **3. EMPLOYEE CONDUCT**

#### A. SEXUAL HARASSMENT and OTHER UNLAWFUL HARRASSMENT

MARC complies with laws prohibiting racial, ethnic, religious, age or sexual harassment of any employee or applicant.

All employees have a right to work in an environment free from any type of discrimination, including freedom from harassment. MARC intends to exert its best efforts to accomplish this goal and expects all of its employees to do the same.

##### Purpose of a Harassment Policy:

The purpose of this policy is to remind all employees of MARC that sexual harassment and sex discrimination are against federal and state laws. It is the policy of MARC to

abide by the federal and state laws that prohibit sexual harassment, and to maintain a work environment free of discrimination and harassment.

**Definition of Harassment:**

Sexual harassment includes unwelcome sexual advances, requests for sexual favors, sexually motivated physical contact, or other unwelcome verbal, physical or visual conduct of a sexual nature when: (a) submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining employment; (b) submission to or rejection of that conduct or communication is used as a factor for any employment decision affecting an individual; or (c) that conduct or communication substantially interferes with an individual's employment. Specific examples include, but are not limited to, the following:

- Unwelcome requests for sexual favors; lewd or derogatory comments or jokes; comments regarding sexual behavior or the body of another employee; use of offensive or demeaning terms that have sexual connotations; and other vocal activity such as catcalls or whistles.
- Showing or sending materials that have a sexual content or are of a sexual nature (such as obscene letters, notes, invitations, photographs, cartoons, articles, etc.) either by e-mail, interoffice mail, Internet or otherwise, to employees who may find such materials offensive.
- Unwelcome suggestions regarding, or invitations to, social engagements or work-related social events, especially after being informed that the invitations are unwelcome.
- Retaliating against an employee for refusing a sexual advance or reporting an incident of possible sexual harassment to MARC or any government agency.
- Any indication, express or implied, that an employee's job security, job assignments, conditions of employment, or opportunity for advancement may depend on the granting of sexual favors.
- Any objectionable physical closeness, behavior, actions, or contact, including touching, assault, or blocking or impeding movements.
- Any action relating to an employee's job status which is in fact affected by consideration of the granting or refusal of social or sexual favors.
- Deliberate or careless creation of an atmosphere of sexual harassment or intimidation.
- Deliberate or careless jokes or remarks of a sexual nature to or in the presence of any employee who may find such jokes or remarks offensive.

MARC reserves the right to determine whether particular conduct violates this policy or is otherwise inappropriate.

### Other Unlawful Harassment

Harassment based on anyone's protected class is against the law. MARC also prohibits this type of unlawful discriminatory harassment. Such behavior includes words or actions that are offensive to another based on sex, race, age, religion, color, creed, disability, sexual orientation, marital status, arrest or conviction record, national origin, or any other protected class. MARC does not tolerate any form of harassment, whether it comes from supervisors, fellow employees, vendors, or any other party.

### Consequences of Harassment:

Each employee is expected to treat other employees with respect and to report immediately any suspected sexual harassment or other unlawful harassment. If investigation of a complaint of alleged unlawful harassment produces evidence of inappropriate behavior, appropriate disciplinary action will be taken, up to and including immediate termination of employment.

### What You Should Do:

There are several ways for employees to make their concerns known if they believe they have been the victim of harassment.

1. If the employee feels comfortable doing so, he or she has the right to directly inform the person engaging in harassing conduct or communications that such conduct/communication is offensive, against MARC policy and must stop.
2. The employee should promptly contact his or her supervisor
3. If the employee feels that reporting suspected harassment to his or her supervisor is not effective or possible, or if the supervisor is participating in the suspected harassment, he or she may speak with any other supervisor, or the HR Director. MARC will investigate all claims of harassment and appropriate action will be recommended.

### Maintaining Confidentiality

Confidentiality will be maintained as much as possible during an investigation.

### Retaliation

No retaliation of any kind will occur because you have reported an incident of suspected harassment or other unlawful harassment or because you have been a witness of suspected harassment or other unlawful harassment. Any incidents of further harassment or retaliation should be reported immediately to the HR Director.

## B. USE of PERSONAL and MARC VEHICLES

Prior to an offer of employment, MARC completes a Department of Motor Vehicles record check on any employee who will be required to drive in the course of their employment. You will be notified of your eligibility status upon the completion of the record check. MARC will also periodically review the driving records of current employees to confirm continuing eligibility to drive for MARC. If your driving record does not meet the approval of the MARC liability insurance carrier, and you are required to drive as an essential function of your job, you will have your work duties associated with driving suspended. You may also have your hours reduced, or be terminated, depending on the importance of the driving function to your assigned position.

If you are required to drive your personal vehicle, you must maintain automobile insurance on any vehicle used in the course of your employment with MARC. Proof of insurance must be provided at the time of hire, and at each policy renewal date. Any lapse in your personal liability insurance coverage will result in the suspension of work duties associated with driving functions, and an extended lapse of coverage may result in termination, depending on the importance of the driving function for your position.

Reimbursement for employment related mileage on personal vehicles will be provided at the current maximum allowable IRS mileage reimbursement rate.

## C. ALCOHOL AND DRUG FREE WORK PLACE

It is the policy of MARC to create a drug and alcohol free workplace. The use of alcohol or drugs is inconsistent with the behavior expected of employees, subjects all employees and customers to unacceptable safety risks, and undermines MARC's ability to operate efficiently and effectively.

No employee shall report to work under the influence of alcohol or illegal drugs, including but not limited to marijuana and cocaine.

No employee shall dispense or use alcohol while on MARC premises, including MARC parking lots, or while engaged in MARC business off MARC premises.

Note: This policy is not intended to prohibit MARC employees from soliciting or possessing closed bottles of alcohol, beer, and/or wine that are solicited for or located on MARC premises as part of official MARC events such as the annual MARC banquet, golf outing, and/or silent auction fundraisers.

No employee shall engage in the unlawful manufacture, distribution, dispensation, solicitation, possession, sale, transfer or use of drugs while on MARC premises, or while engaged in MARC business off MARC premises.

Any employee who is not in an appropriate mental or physical condition for whatever reason to safely perform their job must immediately notify his/her supervisor.

Illegal drugs found on MARC premises, or at locations where the employee is working, may be turned over to a local law enforcement agency for criminal prosecution. In addition, MARC may notify a local law enforcement agency when it suspects that an employee may be in possession of illegal drugs or otherwise be engaged in any unlawful activity while at work or on MARC premises.

Engaging in the unlawful manufacture, distribution, dispensation, solicitation, possession, sale, transfer or use of alcohol or drugs while off-duty may affect an employee's ability to perform his/her job for MARC or harm MARC or its reputation and may subject the employee to discipline, up to and including immediate termination of employment.

Failure to comply with any part of this policy may result in discipline up to and including immediate termination of employment.

#### D. TOBACCO USE

The use of tobacco products, including e-cigarettes, is restricted at all MARC locations. Before using tobacco products on MARC property, check with your Program Director to determine where it is acceptable to use these products.

#### E. EMPLOYEE EXPECTATIONS

MARC does not believe in strict and formal disciplinary rules. MARC expects its employees to be mature, reasonable, and to behave in a businesslike manner appropriate to the workplace. MARC expects its employees to be present at work when scheduled and on time. MARC expects its employees to perform their duties in a safe, competent and professional manner. MARC expects its employees to be courteous and respectful towards clients, supervisors, co-workers, customers, vendors, board members and any other persons in the workplace. MARC expects its employees to be honest and to be careful of equipment and property. MARC expects its employees to follow supervisor's directions and adhere to MARC's Employee Handbook, Collective Bargaining Agreement, and Ethics Policy. In short, MARC expects its employees to give their best efforts to their jobs, act with integrity, and to treat their jobs as an important part of their lives.

Occasionally, employees fail to meet or have difficulty meeting the expectations of MARC. The handling of a particular situation and/or action to be taken in a particular situation will be determined on a case-by-case basis, at the sole discretion of MARC. Consistent with its status as an at-will employer and the CBA, MARC reserves the right to follow discipline in any order, including to skip steps and/or to proceed directly to immediate termination of employment depending on the circumstances and the severity of the situation.

#### F. RESIGNATION

MARC encourages (but does not require) an employee resigning from their job, to give a two-week written notice of intent to resign. The written notice should indicate the last planned day of work and the reason for the resignation. Employees are required to be actively at work during their two-notice period. However, consistent with employees' status as at-will employees, MARC may terminate an employee at any time for any reason, including during any notice period.

#### G. VIOLENCE IN THE WORKPLACE

MARC is committed to providing its employees and customers with a safe, non-violent workplace and atmosphere. Employees should not be subject to any safety threats at work from fellow workers, relatives, friends, or acquaintances.

The unlawful manufacture, distribution, dispensation, possession, sale, or use of a firearm or other weapon while on MARC premises or while working is strictly prohibited.

Employees have a responsibility to help keep MARC safe and free of violence. Employees who are aware of co-workers who are engaged in the unlawful manufacture, distribution, dispensation, possession, sale, or use of a firearm or other weapon while on MARC premises or while working, should immediately report such information to their supervisor.

Employees who receive threats of violence, physical or other harm from co-workers, or who are aware of such threats, should also immediately report those threats to their supervisor, even if they think the threats are only a "joke." If you feel that reporting such threats to your supervisor is not effective or possible, or if your supervisor is participating in the threats, then report it immediately to the HR Director.

MARC also prohibits any threatening, intimidating, coercing, or other behavior that would interfere or be construed to interfere with the job performance of fellow employees or visitors.

Employees who receive threats of violence from persons who are not employed by MARC or who may become aware of co-workers who receive similar threats of violence from persons who are not employed by MARC should report such threats to his or her supervisor immediately if they believe these threats may result in harm to MARC employees or customers, or to MARC property.

Employees who violate this policy will be subject to discipline up to and including immediate termination of employment.

#### H. PERSONAL APPEARANCE POLICY

MARC employees contribute to the company culture and reputation in the way they present themselves. A professional appearance is essential to a favorable impression with customers, consumers and the Board of Directors. Good grooming and appropriate dress reflect employee pride and inspire confidence on the part of such persons.

Each employee's dress, grooming, and personal hygiene should be appropriate to the work situation.

1. All employees performing job coaching are expected to comply with the dress codes established at the job sites. Employees may be required to meet special dress, grooming, and hygiene standards, such as wearing closed toed shoes, and have hair secured, depending on the nature of their job duties.
2. Closed toed shoes must be worn while moving pallets and if required at community job sites. For direct care providers, a reasonable heel height of no more than 1.5 inches is recommended. Stilettos are not permitted.
3. Your supervisor has the sole authorization to determine an appropriate dress code for his or her specific program. Any employee who does not meet these standards will be required to take corrective action, which may include leaving the premises. Employees will not be compensated for any work time missed because of failure to comply with this standard.
4. Depending on the circumstances, an employee may be required to, or should use, their independent judgment to remove jewelry and/or glasses and secure hair or other personal items for safety reasons.

Speak with your supervisor or Human Resources if you are not certain that your attire is appropriate.

## 4. FRINGE BENEFITS

### A. FRINGE BENEFIT ELIGIBILITY DISCLAIMER

This Handbook describes current benefit levels only and is subject to change.

### B. The MARC fringe benefit package includes the following:

Health Insurance	Dental Insurance
Life/AD and D Insurance	Short and Long Term Disability
Retirement Plan	Longevity Bonus Pay
Paid Vacation Leave	Paid Holidays
Paid Sick Leave	Civic Duty Leave
Bereavement Leave	Pre-Paid Legal Services
Voluntary UNUM Benefits	Continuing Education Reimbursement
Pre-Tax Child Care, Medical and Dental Expense Deductions	

### C. FRINGE BENEFIT ELIGIBILITY

Non-LTE employees working at least 25 hours per week are eligible for MARC fringe benefits. In cases where this minimum hour requirement does not apply, all employees will be indicated as eligible.

### D. LIMITED-TERM EMPLOYEES (LTE'S)

Employees hired on a limited-term basis are not eligible for MARC fringe benefits. Limited-term employees may apply for regular term employment, and if hired, the LTE period of employment, with sufficient hours, will count towards satisfying the insurance enrollment waiting period.

### E. INSURANCE

Non-LTE MARC employees are eligible for health, dental, life, accidental death and dismemberment, and short and long-term disability insurance coverage on the first of the month following a 60-day waiting period. MARC pays the entire premium for life, AD and D, and short and long-term disability and a percentage of the Health and Dental premiums.

Information packets and enrollment forms for insurance coverage will be presented to eligible employees upon hire or at the time of eligibility. These forms, along with a Cafeteria Plan Election form, need to be completed and submitted to Human Resources

no later than one month prior to the beginning of coverage to ensure that the forms may be processed by the eligibility date. If you do not wish to take one or more of the insurance plans offered, you must complete an Insurance Coverage Waiver Form for submission to Human Resources. Please keep in mind that if you choose not to take coverage when you are initially eligible for it, and you would like to have coverage at a later date, you may be subject to underwriting or refusal of coverage. This is also the case for a spouse or dependent that you do not cover when they are initially eligible.

Should you have specific questions regarding the coverage provided by your insurance, such as which treatments are covered, you should contact the customer service department of the health insurance provider.

#### F. UNUM VOLUNTARY INSURANCE BENEFITS

MARC provides additional voluntary insurance coverage through UNUM for all non-LTE employees. The types of coverage available through UNUM include personal accident, cancer and hospitalization insurance. The premium(s) for UNUM coverage is paid entirely by the employee, but may be deducted from the employee's semi-monthly paycheck and submitted to UNUM by MARC on the employee's behalf. A UNUM representative will arrange a brief personal meeting with new employees to review the coverage available. Current employees will also be allowed to add, cancel or change UNUM coverage selections effective January 1 of each year.

#### G. PRE-PAID LEGAL SERVICES

All non-LTE MARC employees are also provided with the option of purchasing a pre-paid legal service plan on a voluntary basis. The premium for this coverage is paid entirely by the employee, but may be deducted from the employee's semi-monthly paycheck and submitted to the provider by MARC on the employee's behalf. Information pertaining to this coverage will be provided to employees during orientation. This coverage may be terminated at the end of any month. Current employees who had previously waived this coverage will be given the opportunity to sign up for this plan on January 1 of each year.

#### H. WORKERS' COMPENSATION INSURANCE

MARC provides mandated Workers' Compensation insurance for all employees from the date of hire to cover medical expenses and partial payment of lost wages incurred due to an illness or injury sustained in the course of employment. You must immediately contact your Program Director or Human Resources Director to report any accident, and any work-related injury or illness regardless of how minor it may seem. **Failure to report work injury in a timely manner could compromise your ability to make a claim or result in discipline up to/and or including termination.** (Appendix B). All employees may seek medical attention at MARC's expense directly following any incident resulting in a work-

related injury or illness upon notifying their supervisor and assuring client safety. Reporting non-injury causing accidents helps MARC reduce the causes of accidents.

**I. PRE-TAX CHILD CARE, MEDICAL, and DENTAL EXPENSE DEDUCTION**

MARC offers a pre-tax deduction plan for the payment of out-of-pocket childcare, medical and dental expenses. This is often called a Section 125 Plan. The benefit of it is that you can use pre-tax dollars to pay eligible expenses. More information regarding this plan and the necessary enrollment forms may be obtained from Human Resources.

**J. RETIREMENT**

Upon two years of employment, non-LTE MARC employees are eligible for 100% MARC funded monthly contributions to a retirement annuity in the amount of 10% of monthly earnings. As your eligibility date approaches, you will receive an information packet and instructions for establishing the annuity online. Your account needs to be created and completed one month prior to the eligibility date. Any questions regarding the completion of the application or about the annuity plan in general should be directed to the retirement plan carrier: TIAA-CREF. A customer service number is located within the enrollment materials. TIAA-CREF should also be contacted at resignation or termination of employment regarding the future administration of the funds in your retirement annuity.

**K. SUPPLEMENTAL RETIREMENT ANNUITIES**

Non-LTE MARC employees may, at any time during employment, set up and make individual contributions to a supplemental retirement annuity with TIAA-CREF. There is no waiting period to create an SRA. If you are interested, more information and the appropriate enrollment forms may be obtained from Human Resources.

**L. LONGEVITY BONUS**

All non-LTE MARC employees working or on paid leave status during the November 1-15 pay period shall receive longevity pay calculated on the basis of the schedule below on the day of, and included in, the second paycheck in November. Any fraction of a year shall be rounded up to a whole year.

Any employee on unpaid leave of absence (including FMLA leave), or layoff, and not receiving a paycheck on that date, shall receive this longevity pay in the first paycheck issued after the employee has returned to work for a full thirty (30) calendar days.

Year 1	\$50	Year 10	\$605	Year 19	\$1325	Year 28	\$2045
Year 2	\$100	Year 11	\$685	Year 20	\$1405	Year 29	\$2125
Year 3	\$150	Year 12	\$765	Year 21	\$1485	Year 30	\$2205
Year 4	\$200	Year 13	\$845	Year 22	\$1565	Year 31	\$2285
Year 5	\$265	Year 14	\$925	Year 23	\$1645	Year 32	\$2365
Year 6	\$330	Year 15	\$1005	Year 24	\$1725	Year 33	\$2445
Year 7	\$395	Year 16	\$1085	Year 25	\$1805	Year 34	\$2525
Year 8	\$460	Year 17	\$1165	Year 26	\$1885	Year 35	\$2605
Year 9	\$525	Year 18	\$1245	Year 27	\$1965	Year 36	\$2685

#### M. CONTINUING EDUCATION REIMBURSEMENT

ALL non-LTE employees may request reimbursement for courses to be taken from an accredited educational institution that are applicable to a MARC job description and beneficial to MARC. The rate of reimbursement is 50% of the cost of tuition and books, less any scholarships. The maximum calendar year reimbursement per employee is \$2,400. Reimbursement will occur 90 days after the completion of all reimbursement requirements, will count towards the maximum reimbursement in the calendar year in which payment occurs, and will be prorated for employees working less than twenty hours per week. Continuing education reimbursements must be preapproved by your Program Director before beginning the course. Proof of successful completion (grade C or better) is required prior to reimbursement.

#### N. TRAINING PROGRAMS

You may be required to or request to attend, at MARC's expense, job-related training programs or seminars to update, maintain, improve or expand your job skills.

#### 5. LEAVE TIME

MARC's efficient operation depends, in great part, on its employees reporting to work as scheduled. If you must be absent from work due to a leave of absence of any kind,

whether paid or unpaid, you are expected to periodically check in with your supervisor so that MARC is aware of your status and expected return date. MARC reserves the right to do the same. You are also expected to utilize the leave time for the intended purpose, and for no longer than necessary in order to effectuate that purpose. Failure to comply

with this policy or any of the paid/unpaid leave policies that follow, may lead to discipline, up to and including immediate termination of employment.

Every position is vitally important to the day-to-day function of MARC, so your prompt and regular attendance is required. In the event that you are absent or late for an unplanned reason, you are to notify your supervisor before your scheduled start time. Each MARC location has a specific phone number and call-in timeframe that will be provided to you by the Program Director.

You will receive the phone number to call, the person to speak, and the call-in time frame. Employees must attempt to speak directly with the designated supervisor listed above. In the event that an employee cannot speak directly with them, leave the following information:

- Full Name
- Date and duration of absence
- Expected return
- Type of leave requested
- Impacts to assigned duties
- Employee phone number for call back confirmation

If employees leaving a message have not received confirmation within 15 minutes the employee is responsible for **confirming** that leave request information was received by the designated person.

If an employee fails to notify their supervisor of an absence or an employee has excessive absences or tardiness, appropriate disciplinary action may be taken, up to and including termination of employment.

Employees who do not report to work and fail to notify their supervisor within a 72-hour period will be considered to have voluntarily terminated their employment.

#### A. VACATION LEAVE

Beginning with the 6<sup>th</sup> month of employment, all non-LTE employees begin to accrue vacation days according to the following schedule:

<u>During Years of Service</u>	<u>Vacation Days</u>
0-1/2 year	0 days per year
½-4 years	12 days per year (one day per month)
5-8 years	15 days per year

9-12 years	18 days per year
13-16 years	21 days per year
17+ years	24 days per year

After successful completion of six months of employment, vacation leave is accrued, but not earned. Employees may use accrued vacation days, however vacation is considered earned month by month. Keep in mind that you must work through the end of the year and earn the leave, or your last paycheck will include a deduction for the hours already paid for vacation that had not been earned. Your vacation leave accrual, use, and available balances are viewable in your Paychex login.

To use vacation leave, you must submit a Vacation Leave Request form to your Program Director for prior approval. Approval will be contingent upon the availability of your vacation leave, and program needs.

Vacation leave remaining at year-end will be carried over to the following year, but must be used before Sept. 1 of that following year or it will expire.

MARC does “buy back” unused vacation days. Employees may apply for a maximum of five (5) days of vacation buy back by each November 1<sup>st</sup>. The Program Director shall give approval/denial by December 1<sup>st</sup>. The payout occurs the next Sept.

Upon voluntary termination of employment, with a minimum of 2 weeks written notice, you will be paid for all remaining **earned** vacation leave. Payout does not include vacation that has accrued but has not been earned.

#### B. SICK LEAVE

MARC employees earn paid sick leave at the rate of one day per month, beginning with the first day of employment. Sick leave may only be used as it is earned. Employees hired on or after January 1, 2005 may accumulate up to ten (10) days of sick leave. Once employees have accrued 10 days of sick leave they will be prepaid for sick leave earned but unused from each six month period from January 1 to June 30, and July 1 to December 31. Payments will be in July and January of each year. A balance of ten days-accrued sick leave must be maintained to be eligible for the sick leave payout during employment.

Any request for sick leave in excess of that available will require a vacation request, then an unpaid leave request, and be deducted from your available vacation leave, except in the case of Family Medical Leave Act eligible illnesses. Information regarding your sick leave accrual and use is available through your Paychex login. Your Program Director may also require a doctor’s note if you are suspected of abusing your sick leave.

Sick leave may be used for medical and dental appointments for you and immediate family members. A Sick Leave Request form must be submitted to your Program Director for prior approval. The use of sick leave for three or more consecutive days, or any unauthorized unpaid leave due to illness, may require a doctor's note excusing you from work for the entire period of your absence, and indicate a return to work date.

Upon termination of employment, those employees giving 2 weeks notice will be paid for 50% of the remaining earned sick leave (up to a maximum of two weeks for union eligible employees).

Employees hired prior to January 1, 2005 will maintain their sick leave accrual balance, but are eligible for the semi-annual sick leave payout so long as they maintain a ten-day balance.

#### C. HOLIDAYS

MARC gives employees 10 paid holidays per calendar year. You may receive holiday pay from your first day of employment, and must work or use paid leave both the day before and the day after all paid holidays to be eligible. A list of holidays will be announced prior to the beginning of the calendar year. The current year's holiday schedule is included as Appendix C. Employees observing religious holidays that are not included in the list, can request leave through their Program Director, according to the Collective Bargaining Agreement. As is the case with any leave request, all holiday requests are considered and approved based on the program coverage needs.

#### D. BEREAVEMENT LEAVE

Upon request, bereavement leave may be granted for the purposes of attending the imminent death, death, or funeral service of a relative or close friend. Up to four paid days will be allowed for a spouse, domestic partner, parent, child, grandchild, or sibling. Employees will be granted up to two paid days for a grandparent, mother-in-law, father-in-law, son-in-law or daughter-in-law. One paid day may be allowed for a close personal friend, any other relative, or a present or former MARC client. In the case of a funeral for a MARC client, requests will be handled in the order received. In the event that additional time is needed for travel purposes, a vacation request should be submitted to your Program Director. At any time you may be asked to provide proof of death with an obituary, service program, etc.

#### E. JURY DUTY LEAVE

Employees required to perform jury duty, and providing notice to MARC upon learning of this duty, will receive their normal pay for up to one month. In order to receive your

normal pay, court issued documentation must be provided to HR, and any compensation received in the course of performing civic duty must be signed over to MARC.

#### F. MILITARY DUTY LEAVE

It is MARC's policy that employees will be granted all military leave rights available under the Uniformed Services Employment and Re-employment Rights Act (USERRA). Upon notification of the need for military leave, employees shall notify their supervisor and direct a written request for leave to the HR Director. For further information regarding rights under USERRA, employees may contact the HR Director.

MARC also complies with any state laws requiring it to grant a military leave of absence. Except as otherwise provided by applicable laws or as provided in this policy, the military leave of absence will be without pay.

For more information, see: [https://www.dol.gov/vets/programs/userra/userra\\_fs.htm](https://www.dol.gov/vets/programs/userra/userra_fs.htm)

#### G. OTHER LEAVE

##### a. UNPAID LEAVES of ABSENCE

Employees without access to paid leave may request, from their Program Director, through Human Resources, an unpaid leave of absence for periods ranging from one day to twelve weeks for bereavement and hospice family duties, child care (other than FMLA), civic duty, continuing education, family support, foster care, health care, and professional development. Leaves of absence one week or longer, or for reasons other than those listed, require advance written approval by the MARC HR Director. A written request must be made more than one week prior to leave, stating the beginning and ending dates of leave and the reason for leave request. MARC reserves the right to request written medical documentation, if medically related.

##### b. FMLA LEAVE

Eligible employees may request FMLA leave according to State and Federal law. Employees should notify the Human Resources Director as soon as possible regarding the need for leave due to the birth or placement of a child for adoption or foster care; the serious health condition of a child, spouse, parent, or self. Employees are required to complete a written request for leave using forms provided by the HR Director. When scheduling medical treatment, employees are required to make a reasonable effort to schedule the treatment so that it does not unduly disrupt MARC programs. More information regarding employee rights and responsibilities under the federal and state Family and Medical Leave Acts will be made available at the time the need for FMLA leave is indicated. Appendix D.



MARC reserves the right to change or modify the Employee Handbook with or without prior notice.

## 6. APPENDICES

### APPENDIX A

#### MARC ETHICS POLICY

The Purpose of MARC is to enhance the quality of life for individuals with disabilities.

It is the policy of MARC that its employees uphold the highest standards of ethical, professional behavior. To that end, employees will dedicate themselves to carrying out the mission of MARC and will:

1. Prioritize the safety, health and welfare of the MARC clients in the performance of their duties, and at all times act in the best interests of clients.
2. Show respect, concern, courtesy, and responsiveness in carrying out MARC's mission.
3. Uphold and enhance personal and professional honesty, integrity and professional adherence to all applicable laws.
4. Keep up to date on emerging issues.
5. Act in accordance with MARC's HIPPA, and Whistle-Blower policies.

Some MARC employees have access to confidential client information including medical, financial and personal information, including but not limited to Social Security numbers. MARC and its employees have a legal obligation to protect the confidentiality of such information. MARC takes this obligation seriously in order to prevent fraud, identity theft, forgery and/or other wrongdoing.

Accordingly, if your duties require you to administer, track, or report the delivery of client services, all documentation must be accurate and truthful. In addition, you are required to use any such information only for its intended purpose.

MARC is committed to the prevention, deterrence, detection and correction of fraud, misconduct and dishonesty.

It is the responsibility of every employee (union and management) to immediately report suspected fraud, misconduct or dishonesty to the Program Director or HR Manager.

## APPENDIX B

### INCIDENT REPORTING and INVESTIGATION PROCEDURE

The following procedure is to be followed without exception for reporting incidents involving potential work-related injuries or illnesses. Failure to follow this procedure may result in disciplinary action.

1. Immediately following the incident, report it to your Program Director or other designated supervisor.
2. Immediately following the incident, complete an Employee Work-Related Incident Report and submit to the Program Director or designated supervisor for accident investigation. The Program Director or designated supervisor will fax forms to HR Manager. (Fax #: 223-9112). **It is important that a call be placed to HR at 223-9110, ext. 12 to provide notification of the incident and that you will be faxing an Employee Incident Report immediately. This call should be placed by the Program Director or designated supervisor.** At this time, also provide HR with a telephone/pager number where you can be reached for follow-up.
3. In the event that the incident occurs after the end of the normal working day away from a MARC facility (e.g., at a community job site after 4:30 p.m.), you must leave a message for both your Program Director/supervisor and HR regarding the incident immediately. The Employee Work-Related Incident Report must be completed and submitted/faxed to HR no later than 9:00 a.m. the following working day.
4. An Employer First Report of Injury will be completed by HR and submitted to the MARC Workers' Compensation carrier no later than one working day after the incident occurs.
5. A Supervisor Work-Related Incident Report will be completed immediately (same working day) following the incident by your Program Director/supervisor or HR.
6. Witness Work-Related Incident Reports will be completed immediately (same working day) following the incident by any MARC employees present at the time of the incident.
7. If you will be seeking medical attention resulting from a work-related incident, you must obtain a copy of MARC's current **Attending Physician's Return to Work Recommendations Record (WB 531)** form from HR or your Program Director/supervisor prior to receiving treatment whenever possible. This document should be presented to the physician/medical provider upon receiving treatment and must be returned to HR immediately.
8. The completed current **Attending Physician's Return to Work Recommendations Record (WB 531)** form must be returned to HR or your Program Director/supervisor within one working day of receiving medical treatment. Without this information, your Workers' Compensation benefits MAY be delayed and/or questioned.

## APPENDIX C

### MARC 2019 - HOLIDAY AND INSERVICE SCHEDULE

Supported employees should talk to your employer and MARC staff to confirm your individual work schedule. Many supported employees choose to work in response to employer needs during in-service or holidays. It is MARC policy to support individual choice.

MARC is an Equal Opportunity Employer and makes every effort to recognize a diversity of secular and religious holiday staff schedules consistent with program needs.

#### **All MARC programs are closed on the following days:**

New Year's Day	Tuesday	January 1
In-service	Friday	March 8
Good Friday	Friday	April 19
Memorial Day	Monday	May 27
4 <sup>th</sup> of July	Thursday	July 4
Labor Day	Monday	September 2
In-service	Friday	October 11
Thanksgiving Holiday	Thursday	November 28
Thanksgiving Holiday	Friday	November 29
Christmas Holiday	Tuesday	December 24
Christmas Day	Wednesday	December 25
New Year's (pre-eve)	Tuesday	December 31

**\*Please note that Wednesday, January 1 2020 is the 2020 New Year's Holiday**

#### **MARC'S policy on entire day closure due to weather is as follows:**

- MARC East, West, South, RES, RAC will close if the Madison School District closes.
- MARC Mount Horeb will close if Mount Horeb School District closes.
- MARC Stoughton will close if the Stoughton School District closes.
- Sauk Prairie Project SEARCH will close if the Sauk Prairie School District closes.
- Kalahari Project SEARCH will close if the Baraboo School District closes.

**\*MARC Inc. will determine:** whether to remain open or close early in extreme weather conditions when schools elect to offer later starts, early dismissals, and on days when the school districts are closed. MARC will notify media and transportation providers of the decision to close, and work with care providers in instances of early closure.

#### **MARC Transportation**

For individuals transported by MARC, if the school district where they live closes, MARC will cancel transportation that day. An example of this would be: Sun Prairie schools close, but Madison schools remain open, MARC would not be providing transportation to Sun Prairie on that day. In this circumstance, the individual can be brought to MARC and be picked up from MARC, at their regularly scheduled time.

## Appendix D

### FAMILY and MEDICAL LEAVE ACT (FMLA) POLICY GENERAL NOTICE

MARC complies with all applicable state and federal laws relating to family and medical leave, and will not discriminate against or interfere with the rights of an employee to take such leave. Employees should work with the Human Resources Department to coordinate FMLA leave.

#### Eligibility Requirements

Employees are eligible for Federal FMLA leave if they have worked for MARC for at least 12 months at any time within the last seven years, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by MARC within 75 miles of their worksite.

Employees who have been on the payroll for 52 consecutive weeks, and have been paid for at least 1000 hours in the previous 52-week period are eligible for Wisconsin Family and Medical leave.

#### Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees in a 12-month period for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or childbirth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

Wisconsin law requires covered employers to provide:

- Up to 2 weeks of leave in a calendar year for the employee's own serious health condition
- Up to 2 weeks of leave in a calendar year for the serious health condition of an employee's spouse, dependent child, parent or parent-in-law; and
- Up to 6 weeks of leave in a calendar year for the birth or adoption of the employee's child.

MARC administers its 12-month period for purposes of federal law on a calendar year basis. Wisconsin leave is always administered on a calendar year basis. Leaves that qualify under both federal and Wisconsin law will run concurrently when possible.

### **Military Family Leave Entitlements (Federal leave only)**

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

### **Benefits and Protections**

During FMLA leave, MARC will maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. The employee must continue to pay the required employee premium contribution, if any. If a required employee contribution is more than 30 days late, the employee's health care coverage will terminate at the discretion of MARC. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

### **Definition of Serious Health Condition**

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

### **Use of Leave**

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt MARC's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis. MARC may transfer an employee on intermittent or reduced-schedule leave to a different position that would better accommodate the employee's leave.

### **Substitution of Paid Leave for Unpaid Leave**

FMLA leave is generally unpaid leave. Employees using Wisconsin leave (including Wisconsin leave taken concurrently with federal leave) may choose to use any of the employee's accrued paid leave while taking FMLA leave. Employees using federal leave only will be required to use accrued paid leave while taking FMLA leave. Unless approved by the Executive Director, in order to use paid leave for FMLA leave, employees must comply with MARC's normal paid leave policies.

### **Employee Responsibilities**

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

If an employee wishes to return to work before the leave was to end, the employee must notify the Human Resource Department at least two days prior to the desired return date. If an employee, without approval from the Human Resource Department, does not return from FMLA leave on the day indicated on the original application (or any approved change of that date), or within three days of release by the employee's health care provider if such release is required, the employee will be considered to have voluntarily resigned from employment with MARC as of the day on which the employee's FMLA was to end. In the event this occurs, MARC reserves the right to collect from the employee any employer-paid benefits payments made while employee was on leave, unless the employee's failure to return to work is due to circumstances outside of the employee's control (e.g., the continued serious health condition prevents returning to work).

If an employee fails to meet any employer requirements for federal or Wisconsin leave, the request for leave may be denied or delayed until the requirements are met.

### **Employer Responsibilities**

MARC will inform employees requesting leave whether they are eligible under FMLA. If they are, the notice will specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, MARC will provide a reason for the ineligibility.

MARC will inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If MARC determines that the leave is not FMLA-protected, MARC must notify the employee.

### **Unlawful Acts by Employers**

FMLA makes it unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA;
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

FMLA does not affect any federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

## APPENDIX E

### WHISTLE-BLOWER POLICY

MARC requires employees, officers and directors to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. As employees and representatives of MARC, we must practice honesty and integrity in fulfilling our responsibilities and comply with all applicable laws and regulations.

It is the responsibility of all employees, officers, and directors to comply with ethical guidelines and to report violations or suspected violations.

MARC will not tolerate harassment, retaliation, or adverse employment consequences against an employee because the employee has made a report under this policy. Any employee who retaliates against someone who has reported a violation in good faith is subject to discipline up to and including termination of employment.

### PROCEDURE

1. When an employee witnesses, or becomes aware of, a violation, or suspected violation of this policy, they are responsible for reporting it to the HR Director, Program Director, or other management staff with whom you feel safe.
2. The report should be in writing, signed and dated.
3. The report should be factual, only including what was actually observed or known to be true.
4. The report should include the following:
  - a. What you heard or saw
  - b. Who was involved
  - c. When it happened.
  - d. Where it happened.
5. Employees are protected from retaliation for making whistle-blower reports. If you suspect that you are being retaliated against, you should immediately report it to your Program Director, HR Director, or Executive Director.

## APPENDIX F

### ACCEPTABLE USE OF COMPUTER and INTERNET POLICY

MARC provides its employees with many resources so they can perform their jobs, including computers, telephones, facsimile machines, copy machines, Internet access, etc. MARC strives to ensure that the use of technology is efficient, safe, and appropriate. Employees are expected to use information and technology ethically and responsibly.

The resources provided to employees, including but not limited to the information, files and data transmitted by or stored on them, are the sole property of MARC and are intended for business use. MARC recognizes that employees may, on limited occasions, use the above-identified MARC resources for personal reasons. Any personal or other use MARC deems inappropriate or excessive may result in discipline, up to and including termination. MARC supplies are not to be used for personal needs.

Employees must not under any circumstances use MARC computers, e-mail, telephones, copy machines, fax machines, voice mail, supplies, or other equipment and resources to engage in any conduct that violates the law, or that violates any MARC policy (including but not limited to the MARC sexual harassment, other illegal harassment or confidentiality policy, and/or its Computer and Internet Employee Acceptable Usage Agreement).

As set forth in MARC's Computer and Internet Employee Acceptable Usage Agreement, inappropriate use includes, but is not limited to, insensitive jokes, offensive pictures, defamatory comments, virus propagation, or other abuse or misuse of MARC equipment and other resources. Employees must not send or receive by any manner copyrighted materials, trade secrets, confidential or proprietary information, financial information, or other such information without prior authorization from the Program Director.

Any e-mail, information, files, data, or other materials accessed by MARC may be disclosed and/or used, as MARC deems appropriate. Employees should not install any software on MARC equipment without prior authorization from the Program Director, after coordinating with IT vendor, MCT.

This policy does not and should not be construed to prohibit employees from engaging in any behavior that is protected by Sec. 7 of the National Labor Relations Act (NLRA).

Any violation of this policy, or of MARC's Computer and Internet Employee Acceptable Usage Agreement may result in disciplinary action, up to and including discharge, as well as possible legal action and/or referral to law enforcement.

Employees are expected to abide by the following rules when using information technology and communication resources.

A. Electronic Communications:

1. Electronic communications are protected by the same laws and policies and are subject to the same limitations as other types of media. When creating, using or storing messages on the network, the user should consider both the personal ramifications and the impact on MARC should the messages be disclosed or released to other parties. Extreme caution should be used when committing confidential information to the electronic messages, as confidentiality cannot be guaranteed.
2. MARC may review email logs and/or messages at its discretion. Because all computer hardware, digital communication devices and software belong to MARC, users have no reasonable expectation of privacy, including the use of email, text-message and other forms of digital communications, e.g. voicemail, Twitter™, Facebook™, etc. The use of MARC's technology and electronic resources is a privilege which may be revoked at any time.
3. Electronic mail transmissions and other use of MARC's electronic communications systems or devices by employees shall not be considered confidential and may be monitored at any time by designated MARC staff to ensure appropriate use. This monitoring may include, but is not limited by enumeration to, activity logging, virus scanning, and content scanning. Participation in computer-mediated conversation/discussion forums for training or other purposes must be approved by MARC administration. External electronic storage devices are subject to monitoring if used with MARC resources.

B. User Responsibilities: Network/Internet users are responsible for their actions in accessing available resources. The following standards will apply to all users of the network/Internet:

1. The user in whose name a system account is issued will be responsible at all times for its proper use. Users may not access another person's account without written permission from an administrator or immediate supervisor.
2. The system may not be used for illegal purposes, in support of illegal activities, or for any other activity prohibited by MARC policy.
3. Users may not redistribute copyrighted programs or data without the written permission of the copyright holder or designee. Such permission must be specified in the document or must be obtained directly from the copyright holder or designee in

accordance with applicable copyright laws, MARC policy, and administrative regulations.

4. A user must not knowingly attempt to access inappropriate material. If a user accidentally reaches such material, the user must immediately back out of the area on the Internet containing inappropriate material. The user must then notify their supervisor of the site address that should be added to the filtering software, so that it can be removed from accessibility.
5. A user may not disable Internet tracking software or implement a private browsing feature on MARC computers or networks. Browsing history shall only be deleted by authorized staff or in accordance with MARC's technology department's directives.
6. Employees are prohibited from harming others by knowingly making false statements about a colleague or MARC.

I understand that I must agree to this Computer and Internet Agreement prior to using any of MARC's electronics.

I understand and acknowledge that, in the event I breach any provision of this Computer and Internet Agreement, MARC, in addition to taking disciplinary action, may pursue any legal remedies available, including making a referral to law enforcement.

Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Management's Signature \_\_\_\_\_

Date \_\_\_\_\_

## APPENDIX G

### CLIENT BEHAVIOR SAFETY POLICY

#### **Policy Statement:**

Madison Area Rehabilitation Centers, Inc. (MARC, Inc.) maintains a safe and violence-free workplace for staff, consumers, volunteers, and visitors at all times. MARC, Inc. recognizes its responsibility to give support and assistance to employees with respect to discovery, observation, reporting, and management of client behavior. Support for clients with challenging behaviors may take the form of training, reinforcement, program adjustment or professional consultative assistance. Extreme cases of repetitive harmful behaviors may result in temporary suspension, or in extreme cases, extended suspension or discharge. Conditions necessary for program return will be specified.

#### **Goal:**

The primary goal of the MARC Client Behavioral Safety Policy is to facilitate a safe environment for all staff, consumers, volunteers, and visitors. It is a job duty of witnessing employees to notify MARC, Inc. management when behavioral issues arise. Management will then review the client incident report, the Individual Service Plan (ISP) and make observations as necessary before drafting an action plan.

#### **Client Analysis:**

The ISP for each client will identify necessary resources to achieve behavioral goals and objectives. Such resources shall be provided to the best of MARC, Inc.'s ability, to include efforts to increase resources.

The ISP's will ordinarily be reviewed, at least yearly by Program Directors, case managers, employees, brokers, and family members. Consumers who consistently exhibit self injurious or aggressive behaviors will have their ISP's reviewed more frequently. Such behaviors will be noted and an action plan for correction will be devised and implemented.

#### **Hazard Prevention & Control:**

Work injury incidents that are a result of client aggressive behavior will be reported to the Program Director or Assistant Program Director per the Incident Reporting Procedure. The injured employee will follow the incident reporting procedure, which is located in the MARC, Inc. Employee Handbook. The Program Director will ensure that an incident investigation is completed and the appropriate action will be taken as necessary.

An injury incurred as a result of client aggressive behavior will require an analysis of the client ISP. Repetitive employee injury reports require further intervention from MARC, Inc. management. Action plans to correct behavior will be developed and will involve the

case manager, the IRIS Consultant or Care Manager, the family members of the client, and residential staff, when applicable, to maintain consistency for the consumer.

In the event a client ISP needs to be changed, the Program Director and/or the MARC, Inc. case manager will review necessary changes with the appropriate staff.

**Training:**

MARC, Inc. will provide staff the appropriate training for their work environment, which will include, at a minimum, information on managing challenging behaviors, threatening confrontations within the workplace, and/or protocols for working with specific clients.

The Human Resources Department will train all new employees on the Incident Reporting procedure for worksite injuries at the employee's orientation. Training will also generally be provided annually by the Program Director.

**Recordkeeping and Program Evaluation:**

The employee is responsible for ensuring that work related incidents are reported within the time limits indicated per the Incident Reporting Procedure. The Program Director, Assistant Program Director and/or the Human Resources Department are the responsible parties for overseeing that Incident Reports Investigations, which should be completed in as timely a manner as reasonably possible.

Incident reports and investigations will be kept on file in the human resources department in a distinct locked file. Work injuries requiring medical treatment will be forwarded to the MARC, Inc. Worker's Compensation carrier.

The Client Behavior Safety Policy will be reviewed annually or more often as deemed necessary.

I have received a copy of the Madison Area Rehabilitation Centers, Inc. Client Behavior Safety Policy and further acknowledge that I am responsible for reading and following the policy. Further, I understand that I may contact the Program Director and/or Human Resources with any questions I may have regarding the contents of this document.

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Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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Management Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## APPENDIX H

### CONFIDENTIALITY and HIPAA AGREEMENT

As an employee of MARC, I understand that I may come in contact with confidential information—not otherwise available to persons or entities outside MARC—through written records, emails, voicemails, documents, internal verbal correspondence and communications, computer programs and applications and other audio and/or video communications, which may pertain to MARC's business and business relationships. This policy prohibits me from disclosing confidential financial data, or other non-public proprietary company information. It also prohibits me from sharing confidential information regarding business partners, vendors or customers.

Therefore, I agree not to divulge or disclose to anyone, directly or indirectly, either during or after my employment with MARC, any confidential information acquired during the course of my association with MARC, which is defined to include any business secrets or business confidential information, as more fully defined above. I understand that I may be subject to disciplinary action and/or termination if I engage in activity that breaches this Confidentiality Agreement.

This policy does not prohibit me from discussing or disclosing matters that might be construed as protected under Sec. 7 of the National Labor Relations Act (NLRA), including, but not limited to matters such as employee wages, employee hours or other working conditions, workplace complaints or other employee concerns.

I understand and acknowledge that, in the event I breach any provision of this Confidentiality Agreement, MARC, in addition to taking disciplinary action, may pursue any legal remedies available, including making a referral to law enforcement.

Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Management's Signature \_\_\_\_\_

Date \_\_\_\_\_

## APPENDIX I

### VEHICULAR ACCIDENT REPORTING PROCEDURE

As the driver, you are the first person at the accident scene; it is important that you complete the information gathering process as quickly and as thoroughly as possible. A "Vehicle Accident Report Packet" is provided within each vehicle. Keep the packet in the vehicle at all times. If you are involved in an accident, you will complete the forms in the accident packet in as much detail as possible and turn them into management. Please adhere to the following procedures:

- **DO** Stay calm and secure the accident scene.
- **DO** Stop immediately and turn on the emergency flashers, place emergency warning devices in the proper position as required by DOT. Do whatever else is necessary to safely warn other traffic.
- **DO** Ascertain a safe parking location for the vehicle if operable. DO NOT Leave the scene. **DO NOT** Move your vehicle unless its position could cause another accident or otherwise directed to do so by a law enforcement officer.
- **DO** Call the police immediately no matter how minor the accident may seem. When the police arrive continue being helpful and courteous. If required, provide your name, address, MARC name and address, vehicle registration and show your driver's license. Provide the name of MARC's insurance company and policy number.
- **DO** Call for medical assistance if someone is injured and requires medical assistance. **DO NOT** Move an injured person unless you or the person is in danger and it is absolutely necessary. Movement with unknown injuries may exacerbate further injuries. Practice FIRST AID only to your level of training.
- **DO** Contact your Program Director or Assistant Program Director for instructions. If they cannot be reached, call Administration immediately at 608-223-9110.
- **DO** Provide only the facts requested to authorities.
- **DO NOT** admit guilt or responsibility for the accident. Say or sign anything that might make you or MARC liable. This could have very serious consequences. Remember, you have the legal right to refrain from signing or saying anything until you have an attorney present to represent you and/or MARC.
- **DO** Fill out the vehicle accident packet and the preliminary accident report form. Complete all information requested.
- **DO** Have witnesses complete a witness card (provided in your accident kit). If there are no witnesses, get the name, address and telephone number of the first person arriving on the scene. Include all information on your preliminary accident report.
- **DO NOT** Attempt to settle any accident claim yourself. Attempting to do so could lead to admission of guilt and have personal consequences.
- **DO** Gather the following necessary information:

1. Other driver's license number
2. Other driver's name, address and phone number
3. Vehicle license plate number
4. Make, model, year and color of the vehicles involved
5. The owner's name, address and phone number
6. The law enforcement officer's name and badge number, the name and address of the law enforcement agency and the accident report or case number. Include this information on the back of the preliminary accident report.
7. The hospital's name for any transported persons
8. A description of damage to other vehicle or property.

This holds true in any accident, regardless of which party appears to be at fault or your initial estimate of damages.

#### MANAGEMENT RESPONSIBILITY

Management is responsible for obtaining the accident data from the driver through the reporting kit, information form, and/or verbal communication. It is important for management to determine the extent of the accident, especially if it involves injury or death to the driver or other parties. A preliminary report will be forwarded to the insurance company within 24 hours of the accident.

## APPENDIX J

### UNAUTHORIZED RECORDING POLICY

Unauthorized electronic surveillance and recording of employees and clients is disruptive to morale and inconsistent with the respectful treatment of co-workers and clients required of MARC employees. For this reason, no employee may record the conversation of another person without his or her full knowledge and consent, or with regard to clients without the prior written consent of MARC.

No employee may record, by any means, a conversation or interaction with another person unless all of the following criteria are met:

1. There is a legitimate purpose for the recording which is shared with MARC, preferably prior to making the recording, unless when advance notice is not possible due to the emergency nature of a particular situation;
2. A recording device is in plain view of all parties; and
3. The employee has obtained advance written authorization from his/her supervisor to record the conversation or interaction, or, in emergency situations, immediately following the conversation or interaction.

Secret recordings are strictly prohibited unless advance authorization is given to the employee in writing by legal counsel.

A violation of this policy will result in disciplinary action, including termination. Further, MARC will inform law enforcement about possible criminal activity related to a breach of this policy.

Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Management's Signature \_\_\_\_\_

Date \_\_\_\_\_

**7. ACKNOWLEDGEMENT OF RECEIPT OF MARC EMPLOYEE HANDBOOK**

*I have received a copy of MARC's Employee Handbook dated \_\_\_\_\_. Except as otherwise provided for in this Handbook, I understand that the Handbook replaces and supersedes any previous employee handbook or manual, personnel policies, and any other previous communications, whether written or oral, pertaining to employment policies or procedures. I understand that it is my responsibility to read and abide by the policies described in this Handbook. I received a copy of the Employee Handbook on \_\_\_\_\_.*

*I understand that these policies do not form a contract or an offer of a contract. I further understand that I am an employee at will, meaning I can terminate my employment at any time, for any reason, with or without prior notice, and my employer has the same right.*

*Date:* \_\_\_\_\_

*Employee Signature*

*Print Employee Name*