



Employee Handbook
For employees covered by
MARC's Collective Bargaining Agreement



Revised January 2019, August 2020, July 2022
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 am looking forward to seeing you grow and develop into an outstanding employee while exhibiting 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 MARC 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 the individuals supported by MARC, MARC will grow as well.

Our organization has dealt with tremendous challenges during COVID, and it's only been through the amazing strength and dedication of all MARC staff that we have been able to serve so many individuals safely during the middle of a world-wide pandemic. The world of human services is an exciting area in which to work, making a difference in the lives of individuals every single day! We are very proud of where we are today and excited about where we are headed.

Before I finish, I would just like you to know that, as part of the MARC team, you are our most important and greatest asset. We could not accomplish what we do every day without you. 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 individuals entrusted in your care.

Sincerely,

Suzanne Hanson

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 the Collective Bargaining Agreement will control.

General workplace expectations are 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 is 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, 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, military service, use or nonuse of lawful products during nonworking hours, 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 Chair have the authority to enter into individual contracts of employment and do so only by a written agreement signed by the individual employee, the Executive Director and the MARC Board Chair.

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, consistent with applicable laws. MARC may charge a reasonable fee for providing copies of records.

D. PERFORMANCE REVIEWS

All MARC employees may receive periodic performance reviews, generally occurring at three months and six months after hire or appointment to a new position, every two years thereafter, or at intervals to meet MARC's needs, in the sole discretion of MARC management. The review may include, but not be limited to, job performance, identification of training needs, and any performance objectives necessary to improve job performance. In addition to formal performance reviews which generally will occur per the schedule above, MARC will provide employees with coaching and feedback on job performance as circumstances warrant, and at a time or times that MARC management deems advisable. These formal and informal reviews may include, but not be limited to, evaluation and feedback on 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 1st through the 15th, and the 16th through the end of the month. The payday for the first pay period of the month is on the 22nd (or the working day immediately preceding the 22nd if it falls on a Saturday, Sunday or holiday). The payday for the second pay period of the month is on the 7th 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 to Friday 8:00 a.m. to 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 through 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 accommodations should be submitted to the HR Director, in writing. MARC will engage in an interactive process with the employee to determine what (if any) accommodations can/will be provided.

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 workday. 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. MARC employees who are required to drive as a condition of MARC employment are required to notify MARC if they receive a ticket, during work and non-work time, for anything other than parking tickets. 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. Mileage must be submitted within 30 days of the month in which it was incurred to be paid.

C. ALCOHOL AND DRUG FREE WORKPLACE

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 job duties associated with 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

MARC is a smoke free workplace. Use of tobacco products, including e-cigarettes, is prohibited inside all MARC buildings. Each building has a designated location for smoking outside the building. Before using tobacco products on MARC property, check with the Program Director to determine the approved outside smoking location. Smoking is prohibited at all times in MARC vehicles and in personal vehicles when individuals with disabilities are present.

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 as well as all MARC policies/procedures, whether written or not. This includes, *but is not limited to* MARC's Employee Handbook, Collective Bargaining Agreement, MARC's attached Ethics Policy, Confidentiality, and Incident Reporting policies, and MARC's Abuse and Neglect Policy, which can be found in the Operations Manual. 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 administer discipline in any order, including proceeding 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. Examples of clothing not meeting MARC’s standard includes, but is not limited to: midriff tops, short shorts, and tops showing excessive cleavage. 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.

I. PUBLIC EMERGENCY

In the event of a public health, or other emergency, MARC has developed, or will develop, policies to address operations and protocols. These operations or protocols may differ from those contained in this Handbook. It is MARC’s expectation that all MARC employees adhere to emergency operational procedures and protocols.

4. FRINGE BENEFITS

A. FRINGE BENEFIT ELIGIBILITY DISCLAIMER

This Handbook describes current benefit levels only and is subject to change at MARC’s discretion, either with or without prior notice.

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 |

C. FRINGE BENEFIT ELIGIBILITY

In general, all non-LTE employees working at least 25 hours per week are eligible for MARC fringe benefits as identified in section 4B.

- Employees who are normally scheduled to work at least twenty-five (25), but less than thirty (30) hours per week shall be considered part-time employees and shall receive fringe benefits prorated on the basis of the number of hours worked.
- Employees who are normally scheduled to work at least twenty (20), but less than twenty-five (25) hours per week shall only receive vacation leave, holidays, sick leave, and longevity fringe benefits prorated on the basis of the number of hours worked.

In some limited cases plan documents may permit an employee who works less than 25 hours per week to participate in the benefit program. Please consult with applicable plan documents for more information or consult with HR.

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, Accidental Death and Dismemberment, 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. 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.

J. 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.

K. 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 |

L. 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.

M. 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 6th 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> |
|--------------------------------|--------------------------------------|
| 0-3 mos. | 0 days per year |
| 3 mos.-2 years | 12 days per year (one day per month) |
| 2-4 years | 14 days per year |
| 5-8 years | 16 days per year |
| 9-12 years | 18 days per year |
| 13-16 years | 21 days per year |
| 17+ years | 24 days per year |

Employees do not begin to accrue vacation hours until they have successfully completed three calendar months of continuous employment. After an employee reaches three calendar months of employment, as a courtesy, MARC advances employees vacation hours through the remainder of the calendar year. Employees may use these advanced hours, however vacation is considered earned month by month. Keep in mind that you must work through the end of the year to earn the vacation hours, or your last paycheck will include a deduction for the vacation hours you were advanced but had not yet 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 1st. The Program Director shall give approval/denial by December 1st. 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 was advanced but has not yet 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. Sick leave pay outs will be made according to the schedule outlined in the CBA. 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 available sick time will require a vacation request, then an unpaid leave request, which will 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. Additionally, MARC gives all eligible employees a Floating Personal Holiday for employees to use as a personal holiday subject to all other applicable leave request procedures.

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 (20 working days). 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

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 individuals supported by MARC in the performance of their duties, and at all times act in the best interests of individuals with disabilities.
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, Whistle-Blower and all other applicable 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 services, all documentation must be accurate and truthful. In addition, you are required to use any such information only for its intended purpose and to maintain the confidentiality of such information.

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 up to and including immediate termination of employment..

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 day) following the incident by any MARC employees present at the time of the incident.
7. The Nurse Hotline should be contacted at 1-888-333-3334 to determine if medical treatment is necessary.
8. 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.
9. 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 2022 - HOLIDAY AND INSERVICE SCHEDULE

Supported employees, please 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 of work schedule. 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 | Monday | January 3 |
| In-service | Friday | March 25 |
| Good Friday | Friday | April 15 |
| Memorial Day | Monday | May 30 |
| 4 th of July | Monday | July 4 |
| Labor Day | Monday | September 5 |
| In-service | Friday | October 7 |
| Thanksgiving Holiday | Thursday | November 24 |
| Thanksgiving Holiday | Friday | November 25 |
| Christmas Eve Holiday | Friday | December 23 |
| Christmas Day | Monday | December 26 |
| New Year's Eve | Friday | December 30 |

***Please note that Monday, January 2 2023 is the 2023 New Year's Holiday**

MARC'S policy on entire day closure due to snow & ice:

- 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'S policy on entire day closure due to extreme cold temperatures: Wind chill warnings, 35 degrees below zero or colder, generally lead to a decision to close MARC services for the day.

MARC'S policy on entire day closure when a school district utilizes virtual learning: MARC knows that virtual learning is now an option for schooling, therefore MARC will decide if each program will be open or not, when the school district is virtual due to cold or weather.

MARC determines 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 operating virtually or not in session.

Notification: MARC will notify media & transportation providers, and will post closings on MARC's website (www.marc-inc.org) and Facebook page by 6:30 a.m. Please note that local news channels will only list MARC on their websites, not during aired broadcasts. MARC will work with care providers and families in the event of an early closure.

MARC Transportation: For individuals transported by MARC, if the school district where an individual live closes, MARC will cancel transportation that day. An 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. MARC expects employees to comply with its normal call-in procedures, unless doing so is impossible (e.g., due to sudden hospitalization, etc.).

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 whistleblower reports if you suspect that you are being retaliated against, you should immediately report it to your Program Director, HR Director, or Executive Director.
6. An employee making a whistleblower complaint has the right to expect the complaint to be held in confidence, on a need to know basis, including from the individual the complaint is about. Whenever possible, an investigation of the complaint will not result in the sharing of the report, or identify the person making the complaint, when this information is not instrumental to the investigation.

APPENDIX F

TECHNOLOGY AND INTERNET USAGE POLICY

In the operation of its business, MARC uses current and future technology including but not limited to computer systems, Internet access, telephone services (including voice mail and mobile phones), hardware, software such as Office 365, Paychex, and MITC, computers, laptops, tablets and any other tangible and intangible technology assets provided by the MARC. Furthermore, some of these tangible and intangible technology assets contain or reference proprietary and valuable data and information, including data and information protected by HIPAA, that must be treated in a confidential manner, consistent with MARC's handbook policies and directives, and consistent with applicable state and/or federal laws. Inappropriate use of our technology and these tangible and intangible assets can expose MARC to productivity losses, breach of confidential or competitive information, and legal liabilities.

Technology

Privacy

Users of MARC technology have no explicit or implicit expectation of privacy. Any employee information on, or activity using, company technology may be recorded, copied, audited, inspected, and disclosed to appropriate management and/or law enforcement.

Discretion Required

Accessing or use of MARC owned confidential or competitive information requires discretion. Information electronically transmitted using our technology must be safeguarded by using (but not limited to) the following:

- All necessary measures and procedures to protect the information and data and to maintain confidentiality, including encryption of the information, where appropriate.
- Information is sent only to the intended recipient(s) and, prior to sending, all recipients have been authorized to receive the information and data from MARC.
- The information and data is needed by the intended recipient(s) for a legitimate business purpose beneficial to MARC.
- Confidentiality will be maintained by the recipient(s) after receipt and as appropriate arrangements have been made for the recipient to destroy or return the information and data when no longer needed.

- At no time shall credit card numbers, social security numbers, or other personal sensitive information be transmitted or received in an insecure fashion. This includes, but is not limited to, normal unencrypted e-mail transmission and receipt.

Prohibited Activities

All electronic information and data transmitted by, received from, created, or stored using MARC technology is the property of MARC. Under no circumstances is a user of our technology authorized to participate in any conduct that is illegal, unethical, violates MARC policy, or detracts from MARC's values.

Prohibited activities include, **but are not limited to**, the following:

- Use of technology for personal, non-business use while conducting MARC business, during scheduled worktime, or during times when an employee is supposed to be conducting MARC business.
- Use of technology to engage in activities that would violate the copyright protection of another person or corporation. This activity includes, but is not limited to, the copying, distributing, or installation of "pirated" software on MARC technology.
- Use of technology to engage in making false claims, offers, or warranty statements that are not part of your normal position responsibilities.
- Use of technology to engage in soliciting others for personal commercial ventures, political or religious causes, organizations, or for any other similar non-job-related purpose.
- Attempting to access MARC technology that you are not authorized to access. This includes, but is not limited to, circumventing security controls to gain access to data or other types of information.
- Attempting to breach the security of our technology, or any manner of manipulating normal information flow providing that this is not part of your normal position responsibilities.
- Introducing malicious software into Company technology. Malicious software includes, but is not limited to, viruses, worms, Trojans, or Spyware.

- Providing any of your user IDs or passwords to anyone. This includes family members and coworkers. You are responsible for any activity that occurs using your ID and password on our system – so do NOT share that information.

Keep in mind that you are representing MARC at all times. Please refrain from the use of offensive or inappropriate user names and passwords for business provided systems.

Disciplinary Action and/or Law Enforcement Involvement

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 Company policy (including but not limited to the MARC sexual harassment, other illegal harassment or confidentiality policy, and/or its Technology And Internet Usage Policy.

Any violation of this policy is a serious matter and may result in equally serious disciplinary action, up to and including immediate termination of employment. This may also involve loss of access to technology, seizure of equipment, and reporting of the matter to law enforcement personnel.

Care of Equipment

It is the employee's responsibility to ensure that any equipment issued by MARC remains in good working order. Problems relating to the usability of the equipment must be reported to your direct supervisor as soon as possible. Do not attempt to conduct repairs or replace/modify components without prior authorization from Executive Administrative Assistant. Do not purchase equipment, software, or accessories without specific and prior approval from Executive Director or Executive Administrative Assistant. Do not trade equipment with anyone unless authorized by your supervisor. You are responsible for the equipment assigned to you at all times. Asset reallocation decisions will be made by Program Directors. Abuse of MARC technology, negligent care of or failure to protect the equipment from damage or theft may result in the employee being charged for repair or replacement and/or disciplinary action up to and including termination.

Internet Usage

E-mail and Internet Activities

- MARC's e-mail system, and all data transmitted or received through the system, are the exclusive property of MARC. No individual should have any expectation of privacy in any communication over this system.

- MARC reserves the right to monitor, intercept, and/or review all data transmitted, received, or downloaded over the system. Any individual who is given access to the system is hereby given notice that MARC will exercise this right periodically, without prior notice and without the prior consent of the employee.
- No individual should interpret the use of password protection as creating a right or expectation of privacy. In order to protect everyone involved, no one can have a right or expectation of privacy with regards to the receipt, transmission or storage of data on the MARC Voicemail/Email/Internet system.
- Sending/receiving e-mail messages or accessing Internet sites that contain any inappropriate content is prohibited. Inappropriate content includes, but is not limited to sexually explicit images, messages containing ethnic slurs, racial epithets, or any content that a reasonable person may view as harassment or offensive to others based on race, national origin, sex, sexual orientation, age, disability, religious, political beliefs, or any other protected characteristic set forth in the organization's Harassment Policy.
- Users of MARC technology may not retrieve, intercept, or read e-mail that is not addressed to them, unless expressly authorized by management or by the e-mail's original recipient.
- Use of our technology to create or transmit unsolicited bulk email (SPAM) is prohibited unless such activity is clearly part of your job responsibilities.
- Creating, forwarding, or in any way participating in e-mail chain letters, scams, or hoaxes is prohibited.
- Posting to mailing lists, blogs, or web-based newsgroups with your personally assigned MARC e-mail address for reasons that are not directly related to the performance of your job is prohibited.
- MARC technology and/or property may not be used for illegal purposes, in support of illegal activities, or for any other activity prohibited by MARC policy.

Social Media/Blogging

At MARC, we recognize the Internet provides unique opportunities to participate in interactive discussions and share information using a wide variety of social media. However, use of social media also presents certain risks and carries with it certain responsibilities. To minimize risks to the MARC, you are expected to follow our guidelines for appropriate use of social media.

General Guidelines

For purposes of this policy, **social media** includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal website, social networking or affinity website, web bulletin board or a chat room, whether associated or affiliated with the MARC, as well as any other form of electronic communication.

MARC principles, guidelines, and policies apply to online activities just as they apply to other areas of work. Ultimately, you are solely responsible for what you communicate in social media. You may be personally responsible for any litigation that may arise should you make unlawful defamatory, slanderous, or libelous statements against any customer, manager, owner, or employee of MARC.

Workplace Expectations/Work Time

Employees are prohibited from engaging in web/social media posting or “blogging” while conducting MARC business, during scheduled worktime, or during times when the employee is supposed to be conducting MARC business or while using our equipment unless the blogging or posting is specifically for business purposes.

Regardless of whether posts or blog entries are made while working or when not working, employees must avoid the disclosure of MARC confidential information including HIPPA-protected information, trade secrets, proprietary information, intellectual property, marketing or business strategies/plans, product development, customer/client lists, patents, trademarks, suppliers, or other information regarding MARC, its board members, or its employees.

Employees should also avoid any posting or blogging which would constitute trade libel, harassment, slander, threats or defamation, as well as posts or blogs that are offensive, illegal, discriminatory or that would be harmful to MARC or its reputation or reputational interests.

Nonworking Time

MARC cannot force or mandate respectful and courteous activity by employees on social media during nonworking time. If you decide to post complaints or criticism, avoid using statements, photographs, video, or audio that reasonably could be viewed as unlawful, slanderous, threatening, or that might constitute unlawful harassment. Examples of such conduct might include defamatory or slanderous posts meant to harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, age, national origin, religion, veteran status, or any other status or class protected by law or MARC policy.

Your personal posts and social media activity should not reflect upon or refer to MARC.

If your online profile lists MARC as your employer, you are tied to the reputation of MARC, whether you intend it to be or not. Expect that if you publish something anywhere online, a member of the Administrative Team or your co-workers will see it.

Know and Follow the Rules

Ensure your postings are consistent with these guidelines. Postings that include unlawful libelous/slandorous remarks; discriminatory remarks; harassment, and threats of violence or other unlawful conduct; and/or statements that affect MARC 's reputation or reputational interests, will not be tolerated and may subject you to disciplinary action up to and including immediate termination of employment. *This may apply whether your postings occur during working or non-working times.*

Protected Activities

Irrespective of any statements in this policy to the contrary, nothing in this policy is designed to interfere with, restrain, or prevent employee communications regarding wages, hours, or other terms and conditions of employment, or to restrain employees in exercising any other right protected by law, including prohibiting discussing or disclosing matters that might be construed as protected under Sec. 7 of the National Labor Relations Act (NLRA). Employees have the right to engage in or refrain from such activities.

I understand and acknowledge that, in the event I breach any provision of this **Technology and Internet Usage Policy**, 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

BEHAVIOR SAFETY POLICY

Policy Statement:

MARC maintains a safe and violence-free workplace for staff, individuals with disabilities, volunteers, and visitors at all times. MARC recognizes its responsibility to give support and assistance to employees with respect to discovery, observation, reporting, and management of individual's behavior. Support for individuals 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 Behavioral Safety Policy is to facilitate a safe environment for all staff, individuals with disabilities, volunteers, and visitors. It is a job duty of witnessing employees to notify MARC management when behavioral issues arise. Management will then review the incident report, the Individual Service Plan (ISP) and make observations as necessary before drafting an action plan.

Individual Analysis:

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

The ISP's will ordinarily be reviewed on an annual basis by Program Directors, case managers, employees, brokers, and family members. Individuals with disabilities 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 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 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 an individual's aggressive behavior will require an analysis of their ISP. Repetitive employee injury reports require further intervention from MARC 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 individual, and residential staff, when applicable, to maintain consistency for the individual. In the event an ISP needs to be changed, the Program Director and/or the MARC case manager will review necessary changes with the appropriate staff.

Training:

MARC 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 individuals.

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 Worker’s Compensation carrier.

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

I have received a copy of the MARC 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.

Employee Signature:

Date:

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. I understand and agree that confidential client information will not be shared in the presence of others, or while in the presence of a client, divulging information as if they were not present.

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 create liability for either yourself or MARC. 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 individuals with disabilities is disruptive to morale, discourages the open exchange of ideas, and is inconsistent with the respectful treatment of co-workers and individuals with disabilities required of MARC employees. For this reason, no employee, visitor, meeting participant, or third party may record, with any recording device, the conversations, phone calls, images or meetings of another person without that person's full knowledge and consent, or with regard to individuals with disabilities without the prior written consent of MARC.

Employee Recordings

No employee may record, by any means, a conversation or interaction with another person, or allow a visitor, meeting participant, or third party to do so unless all of the following criteria are met:

1. There is a legitimate purpose for the recording, which is shared with MARC, prior to making the recording and as set forth in #3 below, except 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, obtains authorization immediately following the conversation or interaction.

Secret Recordings

MARC employees may be authorized to conduct a secret recording, with advance written approval from MARC's legal counsel in a situation where it is advised to protect health, safety, or security of individuals with disabilities, employees, or MARC.

A violation of this policy may result in disciplinary action, up to and including immediate termination of employment. Further, MARC may 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 of employment. 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