

# **LABOR AGREEMENT**

**Between**

**MARC EMLPOYES UNION  
LOCAL 412**

**AFSCME DISTRICT COUNCIL 32  
-and-**

**MARC, Inc.  
aka MADISON AREA REHABILITATION  
CENTER, INC.**

January 1, 2024 through December 31, 2024

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## **INTENT AND PURPOSE**

It is the intent and purpose of the parties that this Agreement serve to establish and promote understanding, harmony, and cooperation between the Union, the Employer and all employees; to improve and stabilize the conditions of employment, and most of all, the quality of life of the persons we serve. Hereinafter these persons shall be referred to as "clients" or "consumers" and any reference to "client" shall be deemed by incorporation to also refer to "consumers".

Further it is the intent and purpose of this Agreement to provide prompt and just disposition of employee complaints and grievances that may arise during the term of this Agreement regarding the interpretation or application of this Agreement and to set forth the Agreement between the Employer and the Union covering wages, hours, and conditions of employment.

## **ARTICLE 1.0 – RECOGNITION**

1.01 This Agreement is entered into by and between the Madison Area Rehabilitation Centers, Inc., known as MARC, hereinafter referred to as the Employer, and the MARC Employees Union Local 412, hereinafter referred to as the Union.

1.02 The Employer recognizes the Union as the exclusive representative for the purposes of collective bargaining for all Employer full-time and regular part-time employees, excluding management, casual, and supervisory and confidential employees as defined in the National Labor Relations Act. This recognition is solely for the purpose of describing the bargaining unit and shall not be used for any other purpose.

NOTE: MARC believes that Production Workers, if and when hired, would not be members of the bargaining unit. For 2024, MARC would continue a pilot project for the hiring of Production Workers if needed to meet production demands as clients are transitioned into Skills Academy, Day Services, and Community Integrated Employment. The Production Workers will work alongside MARC clientele providing integration intended to meet new CMS regulations. Production Workers would not provide direct care support to clients. The parties would agree, through a sidebar agreement, not to take positions on whether the Production Workers may or may not be included in the collective bargaining unit during this one-year pilot project. The Production Worker position would thereafter be reviewed by a study committee similar to the insurance study committee after one full year of employment.

## **ARTICLE 2.0 - SCOPE OF THE AGREEMENT**

2.01 The Agreement sets forth the entire understanding and agreement of the parties and may not be modified in any respect, except in writing subscribed to by the parties. Nothing in this Agreement shall be construed as requiring either party to do or refrain from doing anything not explicitly and expressly set forth in this Agreement; nor shall either party be deemed to have agreed or promised to do or refrain from doing anything unless this Agreement explicitly and expressly sets forth such agreement or promise.

2.02 This Agreement is intended to cover all matters relating to wages, hours, and all other terms and conditions of employment for employees in the bargaining unit, even though the same are not specifically mentioned herein. Each of the parties releases and relinquishes to the other the right to require bargaining during the term of the Agreement regarding matters which the Agreement is intended to cover and matters which might have been included in the Agreement, but were not. However, by mutual consent, all conditions of employment not covered by this Agreement may be negotiated during the term of this contract.

### **ARTICLE 3.0 - GENERAL PROVISIONS**

3.01 This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

3.02 This Agreement shall supersede any rules or practices the Employer which shall be contrary or inconsistent with its terms.

### **ARTICLE 4.0 - SAVINGS CLAUSE**

4.01 If any article or part of this Agreement is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or part should be restrained by such tribunal, the remainder of the Agreement shall not be affected thereby and the parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or part.

### **ARTICLE 5.0 - MANAGEMENT RIGHTS**

5.01 The Employer, on its own behalf and on behalf of MARC, reserves the exclusive power, right, authority, duty and responsibility to manage the program, the business activities and the direction of the work force except as specifically modified by the terms and conditions of this Agreement.

5.02 The Employer shall have the right to employ limited term, temporary, or casual, employees.

a. Limited term employees are those occupying usual and ordinary positions as performed by regular union eligible employees. Limited term employees are hired with a description in the Notice of Vacancy of the condition of a scheduled termination of employment. Limited term employees shall be covered by the terms of this Agreement from the date of employment.

b. Temporary employees are those workers secured from temporary help or other similar agencies, when MARC is not the employer of record. Temporary employees occupy usual and ordinary positions as performed by regular union eligible employees. Temporary employees shall not permanently replace any union eligible positions for which they are temporary substitutes, unless the employee on leave should not return to employment, and the substitute should apply for and be hired in place of the employee. Temporary employees are not covered by the terms of this Agreement.

c. Casual employees are those employees who perform non-human services, ancillary services, production, maintenance, and other services not ordinarily performed by regular union eligible employees. Casual employment shall be limited to 180 days from date of hire per term of employment. Repetitive terms of employment are permitted so long as a break of employment occurs. Casual employees are not covered by the terms of this Agreement.

5.03 Exercise of the rights, powers, duties, authority and responsibility herein reserved to the Employer shall not be subject to the grievance procedure of this Agreement except to the extent such exercise conflicts with the specific terms of other provisions of this Agreement.

5.04 It is agreed that the Employer has those rights which are specifically granted to it by this Agreement, as well as those legal rights which are given by statute, to the extent such rights are not limited by any provision of this Agreement.

5.05 MARC shall make reasonable provisions for the safety and health of employees during work hours. It is expected that employees will reasonably utilize safety devices, clothing, and equipment required by MARC and to follow safe practices or speak to the Program Director regarding an exception.

## **ARTICLE 6.0 - UNION RIGHTS**

6.01 The rights granted herein to the Union shall not be granted to any other labor organizations unless such representative is certified by the National Labor Relations Board as a collective bargaining representative of a group of employees within the bargaining unit.

6.02 Nothing in the above section shall be construed to limit any right the Union may have under the National Labor Relations Act.

6.03 Union Bargaining Team members may attend a mutually scheduled bargaining session between the Employer and the union if on approved vacation, on unpaid leave or when not scheduled to work.

a. A member of the Union can utilize up to 5 minutes at the end of their program staff meetings to make announcements and address co-worker questions regarding Union matters. When a member of the Union wishes to have said time at the end of the program staff meeting, s/he should advise the program manager prior to the meeting so that the manager can plan accordingly.

b. Once per year, bargaining unit employees will have up to 15 minutes of paid time, outside of scheduled client support time to vote on ratification of a tentative agreement for a successor contract.

6.04 Union eligible employees, as designated below, may attend a mutually scheduled meeting during normal working hours, without loss of pay, between Employer and Union representatives for the following purposes:

- a. Grievance processing - grievant, Union representative(s) and/or witness(es)
- b. Contract clarification - Union President or designee
- c. Disciplinary Conference - the employee and a Union representative(s) and/or witness(es).
- d. A discussion with two (2) MARC Board Executive Committee members or designees to discuss a, b, and/or c.



6.05 Upon mutual agreement, the President of the Union, or designee, may meet and confer with the Executive Director.

6.06 The Union shall have the sole right and responsibility to post notices of activities and matters of Union concern on Union provided, installed, and maintained bulletin boards in each program. No partisan or campaign related political material, or material maliciously critical of employees, Employer, or with intent to harm the ability of the Employer to fulfill its purpose will be posted.

6.07 The Employer agrees to permit all employees to receive personal messages and make local calls during scheduled lunch and break periods. Urgent messages will be put through at once.

6.08 Within thirty (30) days of ratification of the Agreement, the Employer shall post the CBA on the MARC website where all active MARC employees will have access to it. Employees will be notified via email, where to locate the CBA and all new employees will be shown its location during NEO. Employer shall provide a hard copy of the CBA to each MARC location and 1 for each union officer.

6.09 The Employer will annually, upon written request, furnish the Union with available information concerning the finances and policies of the Employer which may have an effect on agreements with the Union on wages, hours, or conditions of employment.

6.10 The Employer will furnish the President of the Union with a copy of the minutes of the Board meetings as soon as available.

6.11 The Union may use the Employer's delivery system for communication to all union eligible employees and management employees.

6.12 The Union may use the Employer buildings for Union meetings, so long as the following Employer requirements are met.

- a. A written request shall be made to the Program Director responsible for building supervision a minimum of twenty-four (24) hours prior to a meeting. The written request shall identify the Union officer responsible for building security during the requested meeting and for any Union caused breaches of security after the meeting.
- b. The Union agrees to leave the building in the same condition as found, and to repair any damage resulting from Union use. The Union will hold the Employer harmless for any liability or damage resulting from Union building use.
- c. The Union meetings are scheduled outside of normal working hours.

6.13 Bargaining unit employees, including Union officers and stewards, shall not conduct any Union activity or business during their normal work hours except as specifically authorized by the provisions of this Agreement. (See 6.03)

6.14 The Union may, within reasonable restrictions, use the Employer's email system for communication to all union eligible employees and management employees. In addition, the Union may not use email for partisan or campaign related political material, or material maliciously critical of employees, Employer, or with intent to harm the ability of the Employer to fulfill its purpose.

6.15 Orientation: When new employees are hired, the union shall be notified and the union shall be granted an opportunity, within the first three days of employment, to meet with the new represented employees at the program in which they work for up to 15 minutes to orient the new employee. Said meeting must be scheduled outside of both employees' paid work hours.

## **ARTICLE 7.0 – DISCRIMINATION**

7.01 It shall be the policy of the Employer and the Union to comply with all applicable laws prohibiting discrimination.

7.02 It shall be the policy of the Employer and the Union to comply with Dane County Chapter 19 Affirmative Action Ordinance Subchapter II Non-Discrimination and Affirmative Action by Contractors:

### **19.02 Policy and Purpose**

1. The purpose of this ordinance is to codify the affirmative action policies and procedures of Dane County and to give such policies and procedures the full force of the county's lawmaking powers.
2. The official policy of Dane County is to provide equal employment opportunities for persons from all segments of the Dane County community without regard to age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any reserve component of the military forces of the United States, or political beliefs.

7.03 Consistent with state and federal law, the Employer and the Union also provide inclusion into protected group status for union activity.

## **ARTICLE 8.0 - EMPLOYEE RIGHTS**

8.01 Work Rules governing employees' conduct shall be reasonable, and enforcement of such rules shall be fair and not be arbitrary or capricious.

8.02 Employees shall be guaranteed full rights of citizenship, including the right to join political parties, to support and assist political parties and candidates for public office, to lobby and take public positions, to establish, join and assist political action groups, and to campaign for and serve in public office outside of work hours.

8.03 Employees shall not be disciplined for actions arising during their non-working time unless those actions interfere with the employee's job performance, or negatively impact the employer's reputation or business.

## **ARTICLE 9.0 - NO STRIKE NO LOCKOUT CLAUSE**

9.01 The Union and the Employer recognize that disputes are best handled through the grievance procedure of this Agreement. Therefore, the Union agrees that no employee shall be permitted to engage in, assist, or support any strike, slow down, or other sanction against the

Employer, nor withhold in full or part any services during the term of this contract, nor shall the Union or its agents authorize such action, unless the Employer violates 9.03.

9.02 In the event of a violation of the above paragraph, the Employer may take appropriate disciplinary action subject to the terms and provisions of this Agreement.

9.03 The Employer will not engage in any lockout for the duration of this Agreement, unless the Union violates Article 9.01.

## **ARTICLE 10.0 - EMPLOYEE DISCIPLINE**

10.01 Discipline is defined as the consequence of an employee's violation of Employer Work Rules. Work Rules shall be reasonably related to the order, efficiency, safety, purpose or mission of the Employer's business, shall be posted or provided to provide forewarning of probable disciplinary consequences, shall be fair, and shall not be administered in an arbitrary or capricious manner.

- a. Discipline may range in seriousness from a verbal warning to immediate discharge, depending on the work rule violation.
- b. Discipline may occur in a series of progressive actions ranging from verbal warning to discharge. These actions may include, but are not limited to, verbal warning, written warning, written reprimand, suspension (with or without pay), reduction in hours, transfer, reclassification, or discharge.
- c. A specific disciplinary action may be repeated in an individual case.
- d. Each specific action taken by The Employer shall show cause for discipline and follow the guidelines for fair discipline.

### **10.02 Guidelines for fair discipline**

- a. Did the Employer post or provide Work Rules sufficient to provide forewarning of probable disciplinary consequences of a work rule violation?
- b. Was the Employer's work rule reasonably related to order, efficiency, safety, purpose or mission of the Employer's business?
- c. Did the Employer, before administering discipline, discover sufficient evidence to determine whether the employee violated a work rule?
- d. Was the employer's investigation conducted fairly and objectively?
- e. Did the Employer's investigation find sufficient evidence that the employee committed the alleged violation, and to justify the discipline?
- f. Has the Employer administered its Work Rules fairly without being arbitrary and capricious?
- g. Was the specific action of the discipline administered by the Employer in a particular case reasonably related to
  - (1) the seriousness of the work rule violation,
  - (2) the record of the employee's service, and
  - (3) the probationary status of the employee?

### **10.03 Time Limits**

Alleged violations of Work Rules and the initiation of a fair discipline investigation shall be reported to the employee subject to investigation within five (5) working days after the Employer becomes aware of the alleged violation, unless immediate Employer action is required.

If multiple employees are involved in the alleged Work Rules violation(s), the Employer shall be allowed seven (7) working days to report to all of the affected employees.

The Employer's fair discipline investigation shall be completed within thirty (30) working days of the notice of a fair discipline investigation.

If multiple fair discipline investigations are required due to multiple employee involvement in alleged Work Rules violation(s), the Employer shall be allowed an extension of five (5) working days per additional employee to complete the investigation(s). The Employer will then schedule a meeting(s) to report the results of the fair discipline investigation to any affected employee(s).

Paid leave days of the Employer's investigative staff, primary witnesses, or the employee(s) under investigation permit the Employer a corresponding extension of the time limits.

An automatic extension of any aforementioned time limits is allowed the Employer if the employee(s) subject to investigation is suspended with pay to allow the Employer sufficient time to verify the occurrence of the violation and to conduct the fair discipline investigation. Such a suspension with pay for purposes of investigation will not be construed as discipline. The affected employee(s) shall remain available by telephone to report for work, to include participation in the investigation.

Time limits may also be extended by mutual written agreement of both parties. The Employer may conclude the investigation prior to the expiration of the time limits.

#### 10.04 Representation

An employee is allowed representation by the Union at a meeting scheduled with the Employer during which an alleged Work Rule violation is being investigated or discipline discussed. Such representation shall be arranged within five (5) working days by the employee, or the Employer is allowed to proceed with the scheduled meeting. The substance of information relevant to an alleged violation of the Work Rules shall be made available to the employee. The Employer and Union will protect the confidentiality of information and any sources; however, this protection shall not compromise either party's right to discovery during arbitration.

#### 10.05 Counseling Statement

When progressive discipline is necessary, the Employer shall provide a written Counseling Statement that:

- a. Advises the employee of the Work Rule violation(s) and the effect(s) upon the Employer's business
- b. Indicates expected correction
  - (1) Offers direction or training as appropriate to achieve desired correction
  - (2) Gives a reasonable time period for correction
- c. Indicates the specific action of the discipline
- d. Indicates the specific action of subsequent discipline if the conditions of the Counseling Statement are not met.
- e. If immediate discharge is the indicated specific action of a subsequent discipline, the Counseling Statement will include a final warning to that effect.
- f. If immediate discharge occurs the Employer shall record the reason for immediate discharge.

The employee is required to sign the Counseling Statement as an indication that he/she has received a copy. This signature shall not be construed as an admission of responsibility or a forfeiture of the right to grieve. A copy of the Counseling Statement shall be given to the employee, the Union, and a copy placed in the personnel file.

#### 10.06 Application to Progressive Discipline

If the violation of a work rule is not repeated within two (2) years from the date of the Counseling Statement for a verbal and/or written warning, and four (4) years for suspension, with or without pay, the Counseling Statement shall thereafter not be available for reference in any future discipline. Counseling Statements documenting a series of progressive actions shall apply to progressive disciplines no more than four years after the final counseling statement in the series and in accordance with the schedule set forth above.

#### 10.07 Probationary Employees

Discipline of post-probationary employees is subject to the grievance procedure set forth in Article 11 of this Agreement. Probationary employees may not grieve Employer disciplinary actions beyond Step 1.

#### 10.08 Immediate Discipline

The Employer may apply discipline immediately when the seriousness of the Work Rules violation justifies the action, notwithstanding the above procedures.

Articles 10.01 (d) and 10.02 do not apply to probationary employees.

### **ARTICLE 11.0 - GRIEVANCE**

#### 11.01 Definition and Purpose

A grievance is a complaint alleging violation(s) of the express language of this Agreement affecting the wages, hours, and/or working conditions of any employee, or a group of employees. A grievant may be any employee, group of employees, or the Union. The purpose of this article is to provide an orderly method of resolving differences between the Employer and the Union, in lieu of strike or lockout.

#### 11.02 Time Limits

Paid leave days of the grievant, or the grieved Program Director or Executive Director shall permit a corresponding extension of the time limits. Time limits may be extended by mutual written agreement of both parties. If either party otherwise exceeds the time limits of any step of the grievance procedure, the following procedures shall be in effect unless the time limits are exceeded for reasons beyond the control of either party.

- a. If the aggrieved party exceeds the time limits the grievance shall be terminated and the action of the Employer upheld;
- b. If the Employer exceeds the time limits the grievance shall be advanced to the next step, unless further steps are not available to the employee and in that case the grievance shall be resolved in favor of the grieving party.

### 11.03 Representation

The grievant may be accompanied during a meeting with the Employer by a representative of the Union if the grievant so desires at any level of the grievance procedure. The grievant is solely responsible to secure a Union representative. If the grievant arrives at a mutually scheduled meeting without a representative, the Employer is entitled to proceed with the meeting without prejudice. No settlement of a grievance shall be in violation of the terms of this Agreement. The grievant shall have the right to counsel with the Union, separate from any scheduled meetings, in the resolution of the grievance.

### 11.04 Grievance Processing

Grievances shall be processed in accordance with the following procedures:

#### Step 1

The grievance shall be presented orally, or in writing, to the employee's Program Director within ten (10) working days after the facts upon which the grievance is based, first occurred or became known. The Program Director shall meet with the grievant, and, at the grievant's request, their union representative and attempt to resolve the grievance. The Program Director will give a written response to the grievant and the union representative within ten (10) working days exclusive of the date the grievance was received.

#### Step 2

If not resolved at Step 1, the grievance may be presented in writing to the Human Resources Director within ten (10) working days exclusive of the date the Step 1 written response was received.

The written grievance shall give a clear and concise statement of the following:

- a. The grievance, including the facts upon which the grievance is based
- b. The issue involved
- c. The date of alleged Agreement violation, or the date the employee and/or Union became aware of the violation.
- d. The specific articles of the Agreement allegedly violated
- e. The relief sought
- f. Within 10 working days of receipt of the grievance, the HR Director will offer to meet with the grievant and his/her union representative to discuss the grievance. If the Grievant wants to meet, a mutually agreed-upon meeting date and time will be arranged.

The Human Resources Director shall give a written response to the grievant within ten (10) working days exclusive of the date the written Step 2 grievance was received.

#### Step 3

If not settled at Step 2, the grievant may refer a written grievance to the Personnel Committee, with a copy sent to the Executive Director within ten (10) working days exclusive of the date the Step 2 response was received. Within ten (10) working days, exclusive of the date

the grievance was received, the Employer shall contact the grievant to schedule a Personnel Committee meeting at which the grievant may present the grievance for the purpose of resolution.

The grievant shall receive at least four (4) working days notice prior to the meeting. The Personnel Committee shall give a written response to the grievant within 10 working days following the date of the meeting.

#### Step 4

If not settled at Step 3, the grievance may be submitted to mediation / arbitration within fifteen (15) working days after the Personnel Committee's written decision, exclusive of the date the written decision was received.

#### 11.05 Arbitration

Unless otherwise agreed by the parties, the party requesting arbitration shall file a request form with the Wisconsin Employment Relations Commission (WERC) for grievance arbitration by WERC-employed mediator/arbitrators. The parties may agree to have the selected WERC mediator/arbitrator mediate the dispute prior to hearing the grievance. The decision of the arbitrator shall be final and binding upon the parties.

The decision of the arbitrator shall be rendered within forty five (45) days after the hearing is concluded or upon the receipt of briefs, whichever is later. Any charges for the services of an arbitrator, or duplicating of documents, or for a transcript of the arbitration proceedings shall be shared equally by the parties. Each party shall bear the expense of preparing and presenting its own cases.

The arbitrator shall have no authority to add to, subtract from, or otherwise modify the express terms of this agreement. The arbitrator shall have no authority to substitute his/her judgment for that of the parties as to any rule, policy, or action taken by the Employer, and may only examine any rule, policy or action to see if it violated the express term(s) of this agreement at the time such policy, rule, or action was implemented. Failure on the part of the arbitrator to meet these standards in any respect shall constitute, by agreement of the parties, grounds for the award to be vacated pursuant to s. 788.10, Stats.

11.06 It is the right of the initiating grievant to terminate, in writing to the Employer, a grievance at any step in the grievance procedure.

11.07 Probationary employees shall not have access to the grievance procedures outlined above beyond Step 1, nor any other grievance procedure, except to secure the rights afforded to all employees by statute, regulation or the economic articles of this Agreement.

### **ARTICLE 12.0 – PROBATION**

12.01 The probationary period shall be six (6) months for all new employees. No continuation or extension of probation shall occur so long as the employee remains in the initial position, except if a probationary employee is absent from work for the equivalent of ten or more work days for any reason, the probationary period shall be extended by the number of work days absent.

12.02 All regular new employees will be hired with the purpose of permanent full or part-time employment. Limited term employee (LTE) status shall be identified in the Notice of Vacancy.

12.03 Probationary employees shall not have access to the grievance procedures outlined in Article 11 beyond Step 1, nor any other grievance procedure, except to secure the rights afforded to all employees by statute, regulation or the economic articles of this Agreement.

12.04 A review of the probationary employee's job performance will be held between said employee and the supervisor approximately two and one half (2½) months and five and one half (5½) months from the first day of employment. A copy of the Employee Evaluation form(s) or a written summary shall be placed in the employee's personnel file.

12.05 Employees who have changed positions shall be considered in Trial and Training status for six (6) months for those new duties or responsibilities specifically related to the new position only. If the resultant Trial and Training status is not successfully completed the employee shall be ineligible to perform the new duties or responsibilities and returned to the former position if unoccupied or to an equivalent unoccupied position. If no position is available the employee will be laid-off with recall rights only, as described in Article 19 Layoffs Section 19.04, Recall Rights, in a manner identical to any other laid off employee. Other layoff rights including bumping rights shall not apply to such an employee.

12.06 Notice to the Union

Within thirty (30) days of hire the Employer will provide to the Union Secretary of record in an Excel format the name, home address and telephone number as provided by the employee, and the work location, date of hire and assigned work hours per week of all new bargaining unit employees. The union will indemnify the Employer from employee claims of violation of privacy for compliance with this article.

### **ARTICLE 13.0 - WORKDAY AND WORK WEEK**

13.01 The Base Workday

The base full-time workday shall typically be between six (6.0) and eight (8.0) hours and the base full time work week shall typically be between thirty (30) and forty (40) hours. The Employer may create part-time positions to meet employee requests, client needs, or funding limitations. The Employer shall determine the work schedule for each employee when the employee is initially hired. Thereafter, normal working hours shall be determined based on Employer needs or by mutual agreement. If adjustments are not based on Employer needs or by mutual agreement, the employer will give the employee ten (10) working days written notice for changes exceeding 2.5 hours per week unless such need for a written notice is waived by the employee.

13.02 Personal and Lunch Break

Each employee working at least seven and one half (7.5) hours per day, will have 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 have and one paid fifteen (15) minute personal break to be scheduled according



to the employee's workday. Employees may also take a thirty-minute unpaid lunch break. Employees working at least 4 hours per day will receive one thirty-minute unpaid lunch break. Employees may combine paid and unpaid breaks with his/her supervisor's prior approval, however may not leave MARC property during paid break time.

The Employer may determine the lunch and break schedule based on the Employer's needs or by mutual agreement. There are no unpaid breaks unless specified as a condition of employment in the Notice of Vacancy or Employee Information Form.

#### 13.03 Maximum Work Week

The Employer shall have the authority, if necessary, to increase the work week of any or all employees to forty (40) hours per week. Employees whose hours are increased under this article shall receive ten (10) working days advance written notice prior to the effective date of the change unless such need for a written notice is waived by the employee.

The Employer may only increase the workload of any or all employees over forty (40) hours per week upon individual employee mutual agreement.

#### 13.04 Work Week Reduction

The Employer may reduce the work week of employees by two and one half (2.5) hours per week no more than once per fiscal year without conferring layoff rights. For example, the Employer may reduce the hours of an employee working forty (40) hours per week to thirty seven and one half (37.5) hours per week and the hours of employees working thirty seven and one half (37.5) hours per week to thirty five (35) hours per week without conferring layoff rights. Such a reduction may occur only after the Employer gives the affected employees' ten (10) working days advance written notice with a copy sent to the Union.

#### 13.05 Work Week Reduction and Employee Access to Layoff Procedures

If the Employer reduces hours of work of any employee by more than two and one half (2.5) hours per week, the procedures outlined in the layoff article will be followed (See Article 19 - Layoff). The Employer shall only increase or decrease Employee hours for budgetary or program needs.

### **ARTICLE 14.0 - EMPLOYEE QUALIFICATIONS AND ASSIGNMENTS**

14.01 All employees shall be employed and assigned on the basis of their qualifications and competency to meet job requirements.

14.02 An employee hired at one program may be transferred to another program if:

- a. the transfer is mutually agreed upon, or
- b. the transfer is included as a condition of employment in the notice of vacancy, or
- c. an entire program, or the specific clients served by the Employer transfer to another program.

14.03 Post probationary failure to maintain or achieve qualifications and competency to meet the current job requirements may result in change of hours, working conditions, progressive

discipline, reassignment, reclassification, transfer, or a no fault termination of employment unless discipline is documented.

## **ARTICLE 15.0 - HIRING PRACTICES**

15.01 A Notice of Vacancy for available union eligible positions shall be posted on the official bulletin board in each program upon Employer commitment to fill the position.

15.02 The Notice of Vacancy form shall be posted for a minimum of five (5) working days. The Notice of Vacancy shall include:

- a. the opening and the closing dates of the Notice of Vacancy
- b. the job title, starting pay, location(s), hours, lunch and/or break schedule, term of employment, and anticipated date of occupancy.
- c. the job qualifications and working conditions
- d. the desired personal characteristics or skills
- e. the job duties and job description
- f. the identification of any qualified claimants on layoff
- g. the advertising directions and Employer required approvals

15.03 Current employees may apply for posted positions provided the application is received by the closing date.

15.04 The Employer may fill vacancies from within the bargaining unit provided the employee is the most qualified applicant as indicated by the Notice of Vacancy and the attached job description.

15.05 If the Employer must select between two applicant employees with equal experience, qualifications and work record, then bargaining unit seniority shall govern.

15.06 The Employer reserves the right to hire the most qualified applicant.

15.07 Final selection will be made by the Employer.

15.08 The Employer will notify all internal candidates of selection or non-selection for interview and explain the reasons for the action. The Employer will notify all interviewed internal candidates of selection or non-selection for the position and explain the reasons for the action.

## **ARTICLE 16.0 - PERSONNEL FILE**

16.01 Each employee, or a Union representative with written authorization, shall, from the first day of employment, have the right, upon request, to review, make copies of, and include entries to, the contents of said employee's personnel file while in the presence of an Employer representative. Upon request, copies may be made of items in his/her personnel file at the employee's expense; a representative of the Union may, at the employee's request, accompany the employee during any part of this process.

16.02 All evaluations, counseling statements and performance related documents placed by the Employer in the personnel file shall be routed to the employee to be read and initialed. The initialing shall not indicate that the employee agrees or disagrees with the contents of any such

document so initialed but shall merely indicate that the employee has had an opportunity to examine the document.

## **ARTICLE 17.0 - EMPLOYEE EVALUATION**

17.01 Evaluation is a formal written assessment by the Employer of an employee's job performance. The Employer may retain documentation of occurrences of potential importance between evaluations.

17.02 The formal written assessment will be recorded on an Employee Evaluation form. The employee and the employee's personnel file shall receive a final copy of the evaluation.

17.03 The Employer will evaluate employees at least biannually and may evaluate employees more frequently for legitimate reasons. The purpose of an evaluation is to define an employee's job performance. The evaluation will be discussed with the employee at the time of evaluation. If improvement is needed to maintain job performance or retention, the employee will be provided individualized objectives. The consequences of failure to achieve performance related objectives may be included in the evaluation.

17.04 An employee dissatisfied with an evaluation may respond within fifteen (15) days and written responses shall be attached to the evaluation in the employee's personnel file.

17.05 No evaluation shall cover more than twenty-four (24) months.

17.06 It shall be the Employer's responsibility to evaluate employees. If the Employer does not perform the evaluations consistent with the timelines set forth in 17.03 and/or 17.05, then the employee's job performance shall be deemed as satisfactory during any period of time for which evaluations were not performed, except where there is documentation of occurrences of potential importance per article 17.01.

17.07 The Employer shall document by confidential correspondence changes of hours, working conditions, reassignment, reclassification, transfer, or termination of employment that occur per Article 14.03 or as the consequence of failure to achieve necessary job performance related objectives. The employee and the employee's personnel file shall receive a final copy of any such correspondence.

## **ARTICLE 18.0 – SENIORITY**

### **18. 01 Definition**

Seniority is the total length of service, effective the employee's date of hire to the present date, less any adjustments due to interruptions of the accrual of seniority.

### **18. 02 Adjustment**

If an employee is on an unpaid leave of absence or a layoff that exceeds 12 weeks, the employee's seniority record shall be adjusted by advancing the date of hire by a time period equal to the length of leave or layoff minus 12 weeks.

Unpaid leaves of absence of any length which are due to work related illness or injury shall not affect the seniority of post-probationary employees. A Workers Compensation leave for

probationary employees that exceeds 12 weeks shall result in an adjustment of the date of hire equal to the length of leave minus 12 weeks.

The accrual of seniority shall be removed by the termination of employment. Former employees rehired shall begin the accrual of seniority anew.

#### 18.03 Seniority List Distribution

The Employer shall distribute to all employees a seniority list on a semiannual basis in January and July of each year. Employees will be listed by name and actual or adjusted dates of hire, from the greatest to the least senior within current classifications listed on the salary agreement.

#### 18.04 Ranking in Case of a Tie

The seniority list will show employees of the same date of hire, whether actual or adjusted, within the same classification, ranked by their qualifications and experience pertinent to the job description.

### **ARTICLE 19 – LAYOFF**

#### 19.01 Definition

A layoff is a reduction of more than two and one half (2.5) hours per week per fiscal year or elimination of an occupied position. If the Employer determines that layoffs are necessary because of budgetary or programmatic changes, such layoffs will be made according to the procedures described in Section 19.03.

#### 19.02 Eligibility

All employees have all layoff rights described in this article except that employees on probation will be limited to the recall rights described in 19.04 without bumping rights. All employees working less than twenty-five (25) hours per week shall have layoff rights, including bumping and recall rights, applicable only to other positions of less than twenty-five (25) hours worked per week.

#### 19.03 Layoff Procedures

##### Step 1

A minimum of thirty (30) days advance written notice will be given simultaneously to the affected employee(s) and to the Union when layoffs occur. All such notices shall include the Employer's reason(s) for the layoff and list supporting facts.

Normal turnover resulting from employees retiring or resigning shall be relied upon to reduce the total hours of employment in lieu of layoffs as feasible within the Employer's budget and program. The Employer is permitted to request voluntary layoffs.

## Step 2

The Employer will first layoff least senior employees in a specific program within a classification (as determined by Article 18.03 - Seniority). The Employer shall distribute to all employees a seniority list on a semiannual basis in January and July of each year. Employees will be listed by name from greatest to least seniority by actual or adjusted date of hire within the current classification.

## Step 3

An employee selected for a layoff in Step 2 may elect in writing within five (5) working days to secure the position occupied by the employee with the least seniority within a classification for which the original employee is qualified.

The actual bump shall occur at the end of the thirty day notice period provided to the original employee.

## Step 4

If the Employer notifies employees who are not the least senior in a classification of a layoff, layoffs will follow the procedure outlined in Step 5.

## Step 5

An employee selected for a layoff in Step 4 may elect in writing within five (5) working days to secure the position occupied by the employee with the least seniority within the original employee's classification, or within a classification for which the original employee is qualified.

## Step 6

Any employee whose position has been selected according to Step 3 or Step 5 may similarly elect to secure the position of an employee with the least seniority within a classification for which he/she is qualified, but only if the bumping employee is more senior to an employee within a classification for which he/she is qualified.

## Step 7

The Employer shall notify employees in writing of the selection of their position by a more senior employee with bumping rights within one (1) working day after the selection has occurred. The Employer may, in advance, advise the least senior employee(s) in a classification(s) of the potential for selection.

## 19.04 Recall Rights

Positions posted by Notice of Vacancy will indicate if any employee on layoff is a qualified claimant for the posted position. Simultaneous with the Notice of Vacancy posting, a mailed offer of recall will be sent to any qualified claimant(s) indicating current classification seniorities and resultant ranking to claim the posted position.

Any and all recall rights for a posted position shall terminate if the qualified claimant(s) does not claim a position by the close of the tenth (10th) working day after the postmark date of an offer of recall. The Employer is then allowed to hire the most qualified person for the posted position.

Notices sent pursuant to this provision shall be mailed by certified mail return receipt requested to the last known address of the employee being recalled. It shall be the responsibility of each employee on layoff to advise the Employer of his or her current address and changes in qualifications. The Employer shall send a copy of any recall notices to the Union President.

An employee on layoff may refuse recall offers of full-time, part-time or limited term employment without loss of recall rights to the next available full-time, part-time or limited term employment position for which the employee is qualified. However, all employees working less than twenty-five (25) hours per week shall only have recall rights equivalent to the same or fewer hours worked per week.

Former full-time employees on layoff shall not lose recall rights to a full-time position because of having accepted part-time or limited term employment with the Employer, unless the one-year recall rights period shall expire while in such a position.

Once an employee on layoff accepts full-time (or an equivalent responsibility and number of hours) employment with the Employer, recall rights expire. The employee's recall rights period shall otherwise expire one (1) year following layoff. At the one year expiration of recall rights, the employee will be considered as terminated.

Employees on layoff with recall rights shall retain accrued seniority and paid leave balances as of the time of layoff. Employees shall not accrue seniority or paid leaves during layoff, but shall resume such accrual only upon re-employment due to exercising recall rights.

#### 19.05 Unoccupied Positions

An available but unoccupied position shall be treated as if occupied by the least senior employee within a classification for the purposes of this article and shall be available to an employee who has received a layoff notice and is eligible to exercise bumping rights.

### **ARTICLE 19.1 – FORCE MAJEURE OR PUBLIC HEALTH EMERGENCY LAYOFF**

#### 19.11 Definition

A *force majeure* or public health emergency layoff is a reduction of more than two and one half (2.5) hours worked per week per fiscal year or elimination of an occupied position due to a *force majeure* or public health emergency.

#### 19.12 Eligibility

All employees have all layoff rights described in this Article except that employee on probation will be limited to the recall rights described in 19.14 without bumping rights. All

employees working less than twenty-five (25) hours per week pre-*force majeure* shall have layoff rights, including bumping and recall rights, applicable only to other positions of less than twenty-five (25) hours worked per week.

#### 19.13 Layoff Procedures

##### Step 1

As per Article 13.01, normal working hours shall be determined based on Employer needs or by mutual agreement. During a *force majeure* or public health emergency, changes in hours may be based on governmental orders or recommendations or a reduction in client attendance which results in reduced revenue. Since this reduction would be based on Employer needs, the ten (10) working days written notice does not apply.

Written notice of layoff will be given simultaneously to the affected employee(s) and to the Union President when layoffs occur. All such notices shall include the Employer's reason(s) for the layoff and list supporting facts.

Normal turnover resulting from employees retiring or resigning shall be relied upon to reduce the total hours of employment in lieu of layoffs as feasible within the Employer's budget and program. The Employer is permitted to request voluntary layoffs. The Employer will notify the Union President of any voluntary layoffs as soon as practicable.

##### Step 2

During a *force majeure* or public health emergency the Employer will determine layoffs based on adherence to MARC protocols for operations during the *force majeure* or public health emergency. As happened with the Covid 19 *force majeure*, this may include services being provided in small groups, or in a manner different than normal operations. Due to risk of cross contamination, small group attendance and supervision within a program will determine layoffs. The Employer will first layoff by reducing hours or the position of least senior employees in a specific program, within a small group, within a classification (as determined by Article 18.03 - Seniority).

##### Step 3

An employee selected for a layoff in Step 2 may elect in writing within five (5) working days to secure the position or hours occupied by the employee with the least seniority within a classification within the program's small group for which the original employee is qualified. If this is not possible within the small group, the employee selected may secure the hours occupied by the employee with the least seniority within a classification within the program for which the original employee is qualified. The employee would transfer to that small group and perform all duties within that small group. If this is not possible within the program, the employee selected may secure the hours occupied by the employee within MARC with the least seniority within a classification for which the original employee is qualified. The employee would transfer to that program and perform all duties within that program.

The actual bump in hours shall occur as soon as possible to maintain continuity and safety of client services.

#### Step 4

If the Employer notifies employees who are not the least senior in a classification of a layoff, layoffs will follow the procedure outlined in Step 5.

#### Step 5

An employee selected for a layoff in Step 4 may elect in writing within five (5) working days to secure the position or hours occupied by the employee with the least seniority within the original employee's classification, or within a classification for which the original employee is qualified, and within the program's small group for which the original employee is qualified. If this is not possible within the small group, the employee selected may secure the hours occupied by the employee with the least seniority within a classification within the program for which the original employee is qualified. The employee would transfer to that small group and perform all duties within that small group. If this is not possible within the program, the employee selected may secure the hours occupied by the employee within MARC with the least seniority within a classification for which the original employee is qualified. The employee would transfer to that program and perform all duties within that program.

#### Step 6

Any employee whose position has been selected according to Step 3 or Step 5 may similarly elect to secure the position of an employee with the least seniority within a classification for which he/she is qualified, but only if the bumping employee is more senior to an employee within a classification for which he/she is qualified. The bumping must occur within the program's small group for which the original employee is qualified. If this is not possible within the small group, the employee selected may secure the hours occupied by the employee with the least seniority within a classification within the program for which the original employee is qualified. The employee would transfer to that small group and perform all duties within that small group. If this is not possible within the program, the employee selected may secure the hours occupied by the employee within MARC with the least seniority within a classification for which the original employee is qualified. The employee would transfer to that program and perform all duties within that program.

#### Step 7

The Employer shall notify employees in writing of the selection of their position by a more senior employee with bumping rights within one (1) working day after the selection has occurred. The Employer may, in advance, advise the least senior employee(s) in a classification(s) of the potential for selection.

#### 19.14 Recall Rights

Positions posted by Notice of Vacancy will indicate if any employee on layoff is a qualified claimant for the posted position. Simultaneous with the Notice of Vacancy posting, a mailed offer of recall will be sent to any qualified claimant(s) indicating current classification seniorities and resultant ranking to claim the posted position.



Any and all recall rights for a posted position shall terminate if the qualified claimant(s) does not claim a position by the close of the tenth (10th) working day after the postmark date of an offer of recall. The Employer is then allowed to hire the most qualified person for the posted position.

Notices sent pursuant to this provision shall be mailed by certified mail return receipt requested to the last known address of the employee being recalled. It shall be the responsibility of each employee on layoff to advise the Employer of his or her current address and changes in qualifications. The Employer shall send a copy of any recall notices to the Union President.

An employee on layoff may refuse recall offers of full-time, part-time or limited term employment without loss of recall rights to the next available full-time, part-time or limited term employment position for which the employee is qualified. However, all employees working less than twenty-five (25) hours per week *pre-force majeure* shall only have recall rights equivalent to the same or fewer hours worked per week.

Former full-time employees on layoff shall not lose recall rights to a full-time position because of having accepted part-time or limited term employment with the Employer, unless the two-year recall rights period shall expire while in such a position.

Once an employee on layoff accepts full-time (or an equivalent responsibility and number of hours) employment with the Employer, recall rights expire. The employee's recall rights period shall otherwise expire two (2) years following layoff. At the two- year expiration of recall rights, the employee will be considered as terminated.

Employees on layoff with recall rights shall retain accrued seniority and paid leave balances as of the time of layoff. Employees shall not accrue seniority or paid leaves during layoff, but shall resume such accrual only upon re-employment due to exercising recall rights.

#### 19.15 Unoccupied Positions

An available but unoccupied position that the Employer has determined to fill during the *force majeure* or public health emergency shall be treated as if occupied by the least senior employee within a classification for the purposes of this article and shall be available to an employee who has received a layoff notice and is eligible to exercise bumping rights.

### **ARTICLE 20.0 – SAFETY**

20.01 The Employer shall maintain buildings, grounds, and vehicles under its control in safe operating condition. The Employer shall assign the building Janitor to maintain occupied areas in a safe and clean condition.

20.02 Employees and clients shall not be required to work under unsafe, hazardous, or life-threatening conditions, or to perform tasks which endanger their health, safety or well-being.

20.03 The Employer will provide appropriate safety training to employees who work under conditions that require safety training unless prior training is a condition of employment. Each program will have at least one (1) staff member trained in basic first aid and CPR. An appropriate first aid kit will be available in each department.

20.04 Current emergency procedures shall be posted in approved areas. The emergency 911 phone number shall be posted near each phone.

20.05 When a condition potentially hazardous to employees and/or clients exists, including potential client neglect or abuse, physical safety, disease, chemical safety, or other potential hazards, the employee shall at once inform the Employer. If the potentially hazardous condition has not been discovered non-hazardous by the Employer, rendered non-hazardous or corrected within a reasonable time period by the Employer, employees and clients shall not be assigned to the affected area until a safe operating condition has been restored.

20.06 Official Safety Closure:

The Employer may officially close any part of or an entire program for clients and/or staff for any period of time to assure safety. The Employer may relocate an entire program for safety purposes until such time as the original location is deemed safe to reoccupy.

20.07 Weather Related Closures:

Each program shall be closed when the school district in which the program resides is closed for the entire day. Per Section 30.04, employees may request accrued vacation or sick leave; or unpaid leave for weather-related closings. Unpaid status due to a weather related closure will not result in an adjusted date of hire.

20.08 Safety Related Dress and Grooming:

- a) All employees shall wear safe apparel including shoes.
- b) All employees shall safely maintain hair, beards and mustaches.
- c) All employees shall wear any required safety devices provided by the Employer

20.09 Safety Committee

When the organization has a safety committee, the union president, or designee, shall serve on said committee as the union member for the program where he/she is employed.

## **ARTICLE 21.0 - EMPLOYEE LEGAL REPRESENTATION AND PERSONAL PROPERTY LOSS REIMBURSEMENT**

21.01 If legal action against an employee is started or threatened the Employer will select and provide employee legal counsel for conduct within the scope of employment. Employees are allowed to secure their own legal counsel at their own expense.

21.02 The Employer will reimburse employees for loss or damage of personal property, excluding jewelry or watches with a value over \$50, during the delivery of service up to a maximum of \$250 per occurrence, and up to \$500 for damage to an employee's personal vehicle (which may also be used towards payment of a deductible), if such loss is not due to the employee's negligence or willful misconduct. Employees must notify their Program Director of an intention to file a casualty loss reimbursement request within 30 days of an incident, management will respond within 30 days, and if and upon approval, employees must complete actual replacement or repair within 30 days.

21.03 Employees in active pay status shall receive normal pay for court appearances on behalf of the Employer.

## **ARTICLE 22.0 - FACILITIES, EQUIPMENT AND MATERIALS**

22.01 A telephone extension in a reasonably private place shall be provided in each facility for the personal use of the staff during lunch or breaks. One telephone line shall be reserved and kept open for business purposes by staff at all times.

22.02 A communication system shall be set up so that staff can communicate with the office and be properly and efficiently informed of messages.

22.03 An appropriate room and other facilities for staff who work in more than one building shall be assigned to them in each building in which they work to permit the effective and proper discharge of their responsibilities to their clients.

22.04 Staff members shall be provided adequate space which can be locked to store their private belongings. The responsibility to use such secure space resides with the employees. The Employer accepts no responsibility if employees choose not to use secure storage space.

22.05 It is the Employer's responsibility to provide resource materials as economically feasible. Adequate equipment will be provided to maintain and insure production/program and provide for projected program/production needs. This will include but not be limited to tools, materials, supplies and supporting services.

22.06 All Employer facilities shall have one room designated for the purpose of a staff lounge. The main purpose of this room shall be for a staff lounge. However, it may serve other purposes on a temporary basis. A coat closet or a place to hang coats will be provided.

## **ARTICLE 23.0 - WORKING CONDITIONS**

23.01 The parties recognize that quality services require an adequate staff to client ratio to implement individual plans, document success, provide reinforcement, promote mutual support among staff, coordinate services with other providers, solve problems and amend Individual Support Plans. The direct service staff to client ratios, as economically feasible, will maintain quality services in a safe and productive environment. Direct service staff may include for the purposes of ratio calculation all paid staff (whether union eligible, management, supervisory, or confidential employees) available and providing direct client service within a MARC Program. In no case shall casual employees be included in the staff: client ratio calculation. The Employer will make all reasonable attempts to equalize the staff: client ratios within a program. Except for the exemptions set forth in Section 23.02 below, the following ratios and applicable standards will apply

Recommended Clients per Staff Ratios Reflect the Relative Needs of Clients in Each program to Accomplish Program Goals and not the Absolute Needs of Individual Clients Program/Department

	<u>Low Needs Clients</u>	<u>Medium Needs Clients</u>	<u>High Needs Clients</u>
Facility Based (FB)	1:9	1:6	1:3
Supported Emp. (SE)	1:3	1:2	1:1
SE Micro Enterprise	1:3	1:2	1:1
Day Services	1:6	1:3	1:2
CWC-Day Services 2	1:3	1:2	1:1
Placement	1:1	1:1	1:1
Production	1:9	1:6	1:3
Ability One JWOD	1:6	1:4	1:2
To Be Determined	TBD	TBD	TBD

23.02 Exemptions: Occasional, temporary deviations from the ratios stated above will be allowed for emergencies and coverage for staff vacations, staff illnesses, and such temporary, unforeseen circumstances.

The Employer may provide substitutes in the form of limited term employees, temporary employees, volunteers or interns for employees on leave. Substitutes will be provided for employees on leaves of absence without pay for periods in excess of two (2) calendar weeks as economically feasible. Such substitutes cannot permanently replace union eligible positions.

23.03 Employees shall be covered by the Employer's liability insurance while performing work duties unless negligent.

Employees will be covered by the Employer's Worker's Compensation insurance unless their action violated Worker's Compensation eligibility requirements.

23.04 Employees and clients alike shall be protected from individuals with contagious illness/disease and/or combative behaviors. Client isolation and/or removal from the premises may be required.

23.05 The Employer recognizes its responsibility to give support and assistance to employees with respect to maintenance of client behavior. Such support may take the form of program adjustment, consultative assistance, additional staff training, suspension of the client, or in extreme cases, suspension or discharge of client. However, in no way should this be construed as an exclusion clause as the Employer and its staff accept responsibility to advocate for and provide services for all people with disabilities in need of such services.

23.06 The Employer shall provide for an Individual Support Plan for each client to identify necessary resources to achieve goals and objectives. Such resources shall be provided to the best of Employer's ability and will include, but not be limited to:

- a. Professional consultation
- b. Program equipment and supplies

- c. Individual staffing pattern
- d. Employee in-service training
- e. Transportation
- f. Safety training

23.07 Limited term employees, temporary employees, volunteers or interns cannot replace bargaining unit employees as substitutes except as short-term substitutes as described in Section 23.02.

## **ARTICLE 24.0 - FULL-TIME, PART-TIME and LIMITED TERM EMPLOYMENT**

### **24.01 Full-Time and Part Time Employee Definition**

Full-time employment shall be 30 or more hours per week.

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 receive vacation leave, holidays, sick leave, and longevity fringe benefits prorated on the basis of the number of hours worked.

### **24.02 Controlling Article for Fringe Benefit Eligibility**

This article shall control the eligibility for fringe benefits in all subsequent articles unless an article describes other fringe benefit eligibility or proration procedures.

The following articles are considered Fringe Benefits:

- Article 25 Insurance Enrollment: Basic Health, Dental, Disability, And Life
- Article 26.0 - Vacation Leave
- Article 27.0 – Holidays
- Article 28.0 - Sick Leave
- Article 29.0 - Bereavement Leave And Hospice Care Leave
- Article 30.0 - Procedures To Request Leave In Case Of An Emergency
- Article 31.0 - Leaves Of Absence/Family Leave
- Article 32.0 – Retirement Benefits
- Article 33.0 - Longevity
- Article 34. 0 - Continuing Education Reimbursement

### **24.03 Limited Term Employees (LTEs) Limited Term**

Limited Term Employees may be hired for one 1,000 hour time period.

### **24.04 Limited Term Employees Fringe Benefit Eligibility**

Limited Term Employees shall not be eligible for fringe benefits regardless of hours worked per week unless all employees are specifically permitted in fringe benefit article eligibility language.

Limited Term Employees who become regular term employees may use the time of limited term employment toward satisfying the waiting period for insurance enrollment and the retirement benefit. Eligibility for all other fringe benefits starts upon regular term employment.

#### 24.05 Waiting Period

There will be an eligibility waiting period, until the first of the month following 60 days of employment for basic health, dental, disability, and life insurance. Thereafter, only upon completed enrollment will the Employer portion of the premium begin. Actual coverage will commence on the first day of the month after the sixty (60) day waiting period and the completion of enrollment procedures.

### **ARTICLE 25.0 - INSURANCE ENROLLMENT: BASIC HEALTH, DENTAL, DISABILITY, and LIFE**

#### 25.01 Enrollment

Health, Dental, Life and Disability insurance are fringe benefits. Employees may enroll in health, dental, disability, and life insurance coverage after meeting the eligibility requirements. The employee may waive any insurance coverage in writing. Disability coverage is only available for the employee.

a. Health and Dental insurance are available the 1<sup>st</sup> day of the month following 30 days of employment.

b. Employer Monthly Premium Portion for 100% of the Life, Short- and Long-Term Disability Insurance Premium are paid based on annual earnings rounded up to the nearest \$5,000 increment.

#### 25.02 Premium Proration for Part-Time Employee

a. Employer Monthly Cash Premium Portion for Health Insurance for Part-Time Employees.

For each half hour less than 30 hours of employment the Employer portion of the health insurance premium shall be reduced by the following amounts per month until below 25 hours per week and zero eligibility:

Enrollment Status	Reduction in Employer Premium
Employee	\$ 6.04
Emp. + Children	\$ 11.23
Emp. + Spouse	\$ 11.96
Family	\$ 16.45

b. Employer Monthly Premium Portion for Self-Funded Dental Insurance for Part-Time Employees.

For each half hour less than 30 hours of employment the Employer portion of the dental insurance premium shall be reduced by the following amounts per month until below 25 hours per week and zero eligibility:

Employee	\$ 0.48
Emp. + one	\$ .96
Emp. + > 1 (Family)	\$ 1.74

#### 25.03 Alternative Plans

##### a. Health and Dental Insurance

1. Should the parties agree to offer a health and/or dental plan with fewer benefits and less cost than the standard plan, the Employer cash portion shall remain the same; if the full premium is less than the Employer portion, the Employer's contributions will not exceed the full premium.

2. Should the parties agree to offer a health and/or dental plan with more benefits and cost than the standard plan, the Employer cash portion shall remain the same and any additional premium cost shall be paid by the employee.

##### b. Life and Disability Insurance

1. The benefit varies directly with annual salary and the Employer continues paying 100% of the premium.

#### 25.04 Health and Dental Insurance Study Group

Selection of carrier and specific plan shall be made by MARC as follows: Proposals from carriers will be reviewed by a committee comprised of a) two (2) MARC employees who are bargaining unit members selected by the Union, b) two (2) members of the MARC management staff, and c) one (1) member of the MARC Board of Directors or a board designee. Except for the MARC Board member, all other committee members shall be participants in the current plan. The committee will make recommendations to the Executive Director by October 1. By October 15, the Executive Director will accept the committee's recommendations unless the recommendation is not economically feasible for MARC.

#### 25.05 Health Insurance Deductible Reimbursement

Employees will be reimbursed for 50% of their health insurance plan deductible and co-insurance expenses.

### **ARTICLE 26.0 - VACATION LEAVE**

#### 26.01 Definition

Vacation Leave is a fringe benefit. Vacation leave is an Employer approved paid leave available to employees to use for personal reasons.

## 26.02 Vacation Leave Credits

Employees shall earn vacation at the following rates:

During Years of Service	Vacation Days
a. 0 mos.-2 yrs.	12 days per year
b. 2-4 yrs.	14 days per year
c. 5-8	16 days per year
d. 9-12	18 days per year
e. 13-16	21 days per year
f. 17-20	24 days per year
g. 21+	27 days per year

Anniversary dates for the purpose of computation of earned vacation shall be the first day of the month following the adjusted date of hire.

Employees will begin to accrue vacation upon hire when working at least twenty (20) hours per week.

## 26.03 Vacation Credits Expiration

In no case can current year vacation credits be carried beyond Sept 1 of the following year. On Sept 1 of each year, any remaining vacation credits from the previous year will be deducted from the vacation credit balance. Employees may apply by November 1 to be paid out for up to one week of their current year vacation balance that will be carried over into the succeeding year. MARC will advise them of approval or disapproval of their request by December 1. Actual payout will occur after Sept 1 of the succeeding year, or upon resignation. MARC reserves the right to approve or disapprove such pay out requests.

## 26.04 Vacation Request and Approval

Requests shall be made in advance of intended use. Regular employees may use vacation upon an approved request. Vacation requests for the current calendar year may be made at any time during the current calendar year. Seniority will resolve conflicts for vacation requests that are submitted between January 1 and January 15th of each year for leave to be taken from February 15th of that year through February 14th of the following year.

Thereafter requests will be subject to approval on a first come first served basis. The Employer may limit the number of employees who can be on vacation from a given program during any given time period, so long as the limitations are based upon the Employer's needs.

## 26.05 Vacation Cancellation

Vacation cancellation requests shall be made by noon of the fifth working day in advance of the proposed cancellation. Failure to provide a timely cancellation request may result in the request denial by Management.

## 26.06 Conditions for Payout Upon Resignation

Only upon resignation with two (2) weeks' notice in writing will the employee be paid for unused accrued vacation time.



#### 26.07 Procedure to Resolve a Negative Vacation Leave Balance

All employees by calendar year end, and all resigning or former employees, who have used more than their accrued vacation time, will have any overuse of accrued vacation reflected in their final paycheck. A written explanation will be given to the employee in the event of such an adjustment.

Should this final paycheck not be sufficient to fund any such overuse, or if the appropriate adjustment was not taken, the Employer will notify the employee of the amount of the overpayment. This amount will be payable to the Employer upon notification.

#### 26.08 Employees on Layoff

Employees on layoff with recall rights shall retain accrued seniority and paid leave balances as of the time of layoff. Employees shall not accrue seniority or paid leaves during layoff, but shall resume such accrual only upon reemployment due to exercising recall rights.

#### 26.09 MARC Appreciation Vacation Day

Commencing January 1, 2016 employees will receive one additional day of paid vacation, in appreciation from MARC, subject to MARC vacation approval procedures. Employee is eligible after successfully completing 6 months employment with MARC.

#### 26.10 Vacation Leave Donation to Other Employees

Employees may donate accrued vacation leave hours by requesting that their accrued vacation hours be transferred to other employees.

An employee who desires to transfer accrued vacation hours must authorize the Employer in writing of his/her intention to donate accrued vacation leave hours. Authorizations to transfer may be submitted to the Employer at any time. The donor must name the recipient employee. Recipient employees must be in payroll status to receive donated vacation leave.

The donated vacation leave will be added to the recipient's leave balance during the pay period in which the authorization to donate was made. The donated vacation leave will remain subject to all provisions of this Article. Donated vacation leave remains with the recipient employee and cannot be reclaimed by the donating employee unless willingly donated by the recipient back to the original donor per the conditions of this Article. Donated vacation leave is not eligible for a leave payout if the employee leaves MARC. If donated vacation leave is not used prior to the recipient employee's last day of employment, the donated vacation leave will be returned to the donating employee.

### **ARTICLE 27.0 – HOLIDAYS**

27.01 Holiday pay is a fringe benefit. Holiday pay is provided at the regularly scheduled daily earning rate for each eligible employee.

Ten of the following holidays will be designated annually by the Employer prior to January first of the affected year as paid holidays. The Employer will annually adjust the designated holidays to account for the Employer's needs.

1. New Year's Day
2. Good Friday
3. Memorial Day
4. Independence Day
5. Labor Day
6. Thanksgiving
7. Friday after Thanksgiving
8. Christmas Eve
9. Christmas Day
10. New Year's Eve.

When a holiday falls on a Saturday, the previous Friday will be granted in lieu of the holiday. If the holiday fall on a Sunday, the following Monday will be granted in lieu of the holiday.

If a MARC Supported Employment client requires support on a designated holiday, the supporting MARC employee shall provide or arrange the necessary client support.

To qualify for holiday pay an employee must work or be in paid leave status on the scheduled work days immediately preceding and immediately following the holiday. Use of an unpaid leave day due to a weather-related closure per Section 20.07 shall count as paid leave status for purposes of receiving holiday pay.

27.02 Floating Personal Holiday – 1 day per year for eligible employees to use as a religious or personal holiday subject to all other applicable leave request procedures.

27.03 AbilityOne Holidays: Employees working in positions funded through the Federal AbilityOne program (or its successors) will receive the following paid holidays:

1. New Year's Day
2. MLK Jr. Day
3. President's Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Veterans Day
9. Thanksgiving Day
10. Christmas Day

Holiday pay is provided at the regularly scheduled daily earning rate for each eligible employee.

## **ARTICLE 28.0 - SICK LEAVE**

### **28. 01 Accrual and Use**

Sick Leave is a fringe benefit. Sick leave will accrue to employees at the rate of one (1) workday per month based upon the average hours worked per day in the previous month.

Unused accrued sick leave can be accumulated up to a total of ten (10) days for employees hired after January 1, 2005, or for employees with less than ten days accrued sick leave as of December 31, 2004. Sick leave accrual balances for existing employees at December 31, 2004 may be up to one hundred and twenty (120) days per past practice. Accrual and payment of sick leave will correspond to the regularly scheduled hours of work.

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 to, and the call-in time frame. Employees must attempt to speak directly with the designated supervisor indicated 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. Management will be entitled to contact the employee if the information left is insufficient, accrued sick leave is not available, if information is needed for program purposes, or if important workplace information needs to be secured for attending or replacement employees.

Accrued sick leave may be used for care of an immediate family member. Paid sick leave must be used before unpaid leave (except in the case of state FMLA) can be requested for sick leave purposes. Immediate family is defined as the following persons related by lineage, marriage (including a registered Domestic Partner as defined by the City of Madison or County of Dane), or adoption:

- a. Spouse
- b. Parents
- c. Siblings
- d. Children by birth, marriage, or adoption

Sick leave may be used only for personal illness, recuperation or rehabilitation related to a personal illness, treatment, preventative care, care of an ill immediate family member, a personal medical appointment, or conditions related to the employee's maternity.

The Employer may require the use of sick leave during an eligible Family Medical Leave Act leave.

## 28. 02 Medical Appointments

Employees will make every reasonable attempt to schedule medical and dental

appointments before or after the client attendance hours. Medical appointments scheduled during scheduled client attendance will be treated as an absent employee when calculating the limited number of employees who can be on vacation or other leave at the same time. Employees may consult one another and make complementary leave and work schedule requests to assure coverage during scheduled client attendance.

#### 28. 03 Benefit Continuation

All benefits shall continue to accrue during paid sick leave consistent with this Agreement. The Employer shall continue the current Employer portion of health, dental, life, and disability insurance premiums for the first ninety (90) calendar days during a Workers' Compensation covered absence, so long as the employee premium portion is received by the first of the month for which coverage is requested.

#### 28. 04 Workers' Compensation

Employees shall be covered by the Wisconsin Workers' Compensation program. If so requested by the employee, the Employer shall pay from the employee's available accrued sick leave to each regular employee the difference between ninety (90) percent of the normal scheduled wages and benefits received from Workers' Compensation.

#### 28. 05 Use of Other Leave

Only upon using all accrued sick leave, regular employees may use accrued vacation time for sick leave purposes. Paid leave must be used before unpaid leave (except in the case of state FMLA) can be requested.

#### 28. 06 Sick Leave Abuse

When sick leave abuse is evident, an employee may be required to provide a doctor's statement regarding personal or family illness.

#### 28. 07 Sick Leave Payout During Employment

Employees with at least ten (10) days of accrued sick leave will be paid for sick leave earned but unused from each six month period from January 1 to June 30, and July 1 to December 31. Payments will be in July and January of each year. A balance of ten days accrued sick leave must be maintained to be eligible for sick leave payout during employment. Sick leave payment shall be mandatory for employees hired after January 1, 2005. Consistent with section 38.10, retroactive increases shall not apply to this provision.

#### 28. 08 Sick Leave Payout upon Resignation

Upon resignation (with two [2] weeks written notice), upon the expiration of recall rights, or upon retirement, an employee who has accrued sick leave will receive pay for fifty percent (50%) as applied to a maximum of twenty (20) days accrued sick leave (a maximum of ten [10] days). Such days of pay will be computed on the basis of the actual hours of work for the most recent five (5) months of employment when the employee was earning sick leave. The Employer refers to this as the last in/first out inventory method. The pay for accrued sick leave so calculated,

will be included in the last paycheck, but will not extend employment.

#### 28.09 Doctor's Excuse from Regular Work

All employees will provide a doctor's note if using sick leave for three (3) or more consecutive days, for three (3) sick days for the same or related illness within 30 days, or in medical need of temporarily modified duties.

#### 28.10 Employees on Layoff

Employees on layoff with recall rights shall retain accrued seniority and paid leave balances as of the time of layoff. Employees shall not accrue seniority or paid leaves during layoff, but shall resume such accrual only upon re-employment due to exercising recall rights.

#### 28.11 Sick Leave Donation to Other Employees

Employees may transfer earned sick leave hours over ten days to other employees.

An employee who desires to transfer accrued sick leave hours must authorize the Employer in writing of his/her intention to donate sick leave hours eligible for prepayment. Authorizations to transfer may be submitted to the Employer at any time. The donor must name the recipient employee. Recipient employees must be in payroll status to receive donated sick leave.

The donated sick leave will be added to the recipient's accrued sick leave during the pay period in which the authorization to transfer was made. The donated sick leave will remain subject to all provisions of this Article. Donated sick leave remains with the recipient employee and cannot be reclaimed by the donating employee unless willingly donated by the recipient back to the original donor per the conditions of this Article. Donated sick leave is not eligible for a sick leave payout.

### **ARTICLE 29.0 - BEREAVEMENT LEAVE AND HOSPICE CARE LEAVE**

#### 29.01 Employer Notification

Bereavement and Hospice Care Leave are fringe benefits. Employee(s) will notify the Employer of the need for bereavement leave as soon as possible. Employee(s) will notify the Employer before leaving the work site or initiating bereavement or hospice care leave. The Employee(s) will allow the Employer enough time for the transfer of client responsibility and supervision before leaving the work site. The Employer may ask for an obituary or explanation of the relationship. Each bereavement or hospice leave allowance per relationship is limited in the amount described below, but may be distributed over a six month period.

Bereavement leave is that time necessary for travel, funeral attendance, mourning and legal necessities associated with the death of a person described below. Hospice care is the provision of care during a medically determined hospice care (currently six month) period.

#### 29.02 Bereavement Leave or Hospice Leave for an Immediate Family Member

Employees shall be granted up to five (5) days of bereavement leave or hospice leave for an immediate family member related by lineage, marriage, City of Madison or County of Dane Domestic Partner registration, adoption, or legal guardianship, as listed below, to provide hospice care, or to attend an imminent death, death, or a funeral or memorial service.

- a. Spouse/Domestic Partner
- b. Parent
- c. Child
- d. Grandchild
- e. Sibling

#### 29.03 Bereavement or Hospice Leave for an Extended Family Member

Employees shall be granted up to two (2) days of bereavement or hospice leave for an immediate family member related by lineage, marriage, City of Madison or County of Dane Domestic Partner registration, adoption, or legal guardianship of the persons, as listed below.

- a. Grandparent
- b. Mother-in-law or father-in-law
- c. Son-in-law or daughter-in-law

#### 29.04 Bereavement or Hospice Leave for Others

Employees shall be granted up to one (1) day of paid bereavement leave to provide hospice care, or to attend an imminent death, death, or the funeral service of the persons listed below:

- a. Close personal friend
- b. Another relative not listed above
- c. Or a current or former MARC client familiar to the employee

As several employees may wish to use bereavement leave on the same day for the same close personal friend, or current or former MARC client, prior to the approval of bereavement leave under these circumstances, client safety must be assured.

#### 29.05 Contiguous Leave

Employees may apply for vacation or unpaid leave for purposes of additional bereavement or hospice care. Cancellation of vacation leave intended for bereavement or hospice care purposes shall follow the vacation leave cancellation policy. Bereavement or hospice leave cannot be accrued, transferred or combined in any manner.

### **ARTICLE 30.0 - PROCEDURES TO REQUEST LEAVE IN CASE OF AN EMERGENCY**

#### 30.01 Definition

Emergency Leave is a fringe benefit. An emergency is defined as any sudden or unforeseen situation that requires immediate employee action and leave from work.

#### 30.02 Available Leave

An employee may request vacation, sick leave, FMLA leave, bereavement leave or unpaid leave of absence in case of an emergency, so long as the request complies with the controlling leave article.

### 30.03 Medical Emergencies

Medical emergencies involving self, spouse, City of Madison or County of Dane Domestic Partner registrants, parents, siblings, or children are recognized as valid reasons to request leave.

### 30.04 Weather

Employees may request accrued vacation or sick leave; or unpaid leave for weather related conditions to include the emergency avoidance of ice covered and hazardous roads, drifting and blowing snow, or closed road conditions as determined by the Wisconsin Highway Patrol.

The Wisconsin Highway Patrol phone numbers to discover weather related road conditions are 246-7580 in Dane County, or 1-800-762-3947.

### 30.05 Leave Requests

Emergencies occurring outside of working hours shall be reported as soon as possible to the Employer if a leave from work will be requested. Verbal or electronic requests for emergency leave shall be documented in writing on the first day of the return to work. Any request to immediately leave the work site shall be made to the Employer before leaving the work site. The employee will allow the Employer enough time for the transfer of client responsibility and supervision before leaving the work site. The employee may assist the Employer in assuring a safe transition of client responsibility.

## **ARTICLE 31.0 - LEAVES OF ABSENCE/FAMILY LEAVE**

### 31.01 Requests

Leaves of Absence/Family Leave are fringe benefits. Upon request, leaves of absence without pay may be granted at the discretion of the Employer to any employee for a period up to but not to exceed twelve (12) weeks. Employees must use available and appropriate paid leave before unpaid leave (except in the case of state FMLA) will be granted. The minimum request for unpaid leave must equal or exceed one full day of employment. Unpaid leave may be requested for the purposes listed below and other appropriate reasons.

- a. Personal health or injury
- b. Family crisis
- c. Educational opportunity
- d. Child rearing
- e. Child birth or adoption
- f. Union Leave

Requests will be made to the supervising Program Director or designee. Fringe benefits will not continue to accrue while an employee is on an unpaid leave of absence. The employee may exercise COBRA rights to continue full basic health and dental insurance premium payments after the end of the month in which the unpaid leave of absence commences. COBRA payments are to be received by the Employer prior to the date on which the premium or other payment is

due. Leave extensions may be granted in exceptional cases at the sole discretion of the Employer. Leave requests not subject to state or federal Family Medical Leave Act requirements are not subject to the grievance procedure. Seniority shall not accrue during such a leave of absence, but will resume upon a scheduled return to employment.

#### 31. 02 Family Medical Leave Act

FMLA will be administered according to state and federal regulations.

### **ARTICLE 32.0 - RETIREMENT BENEFITS**

32. 01 Retirement Benefits are a fringe benefit. A tax deferred retirement plan is available to all eligible employees who have completed two (2) full years of employment with the Employer.

The Employer will pay ten percent (10%) of the eligible employee's monthly earnings into the retirement plan.

Employees may contribute additional funds to the maximum amount permitted by law into a supplemental retirement fund.

The Employer may from time to time change the retirement benefits carrier provided that the Employer continues to pay ten percent (10%) of the eligible employee's monthly earnings into a retirement plan, and only after discussion with the Union.

### **ARTICLE 33. 0 - LONGEVITY**

33. 01 Longevity is a fringe benefit. Each employee working or on paid leave status during the November 1-15 pay period shall receive longevity calculated on the basis of the schedule below on the day of, and included in, the second paycheck in November. Employees working 25 or more hours per week shall receive the full longevity fringe benefit. Part time employees working 20-24.9 hours per week shall receive prorated longevity based on the number of hours worked per week. For each half hour less than 25 hours of employment and at least 20 hours of employment the Employer portion of the longevity shall be reduced by 1.665% until below 20 hours per week and zero eligibility. 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 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

#### **ARTICLE 34.0 - CONTINUING EDUCATION REIMBURSEMENT**

##### **34.01 Employee Eligibility**

Continuing Education Reimbursement is a fringe benefit. All employees may request continuing education expense reimbursement for courses from accredited educational institutions after one complete academic period has passed since their date of hire. Employees working less than twenty (20) hours per week are eligible for reimbursement, but the amount is subject to proration on the basis of hours worked per week.

- a. The course must be beneficial to MARC, and applicable to a MARC job description. The course may include training to meet changing job duties.
- b. Employer approval must be received prior to course registration to be eligible for reimbursement. Requests shall be submitted to the employee's Program Director or designee. An eligible and approved course must start after the first day of employment.
- c. For pre-approved courses, fifty percent (50%) of the course fees and the cost of required course materials will be reimbursed by the Employer upon evidence of successful completion of the course with minimum "C" grade for undergraduate and "B" grade for graduate work, and submission of receipts for expenses.
- d. Reimbursement shall be denied or recovered by MARC if the employee does not continue employment at least three months after completion of the course.

##### **34.02 Regulatory or Contractual Requirements**

If a change in state law, federal law, or funding contracts requires additional continuing education to maintain certification, or licensure, the Employer will provide the training or reimburse one hundred percent (100%) of the course fees and the cost of required course material for successful completion of the required continuing education, up to the maximum specified in section 35.04.

##### **34.03 Employer Approval**

Employer approval will be based on Employer needs, or professional and state standards.

##### **34.04 Maximum Amount**

The maximum annual amount of continuing education expense reimbursement for which an employee is eligible is \$2400 per calendar year. Reimbursement is accounted for on a cash basis. Reimbursement may be requested for any number of academic periods per calendar year, but the annual reimbursement limit may not be exceeded.

##### **34.05 Changing Job Qualifications**

The Employer will provide or reimburse one hundred percent (100%) of course fees for continuing education necessary to meet changing job qualifications for current employees up to the maximum specified in section 35.04.

administered according to state and federal regulations.

## **ARTICLE 35.0 – COMPENSATORY TIME**

### **35.01 Overtime**

There will be no mandatory overtime. The following positions are eligible for overtime pay upon actually working over forty (40) hours per work week:

- a. Coordinator
- b. Specialist
- c. Janitor
- d. Any other Department of Labor determined non-exempt positions

### **35.02 Variable Employee Schedule**

A variable employee work schedule permits the Employer to make daily employee schedule changes within a specified daily time range.

The purpose of a variable employee work schedule is to allow a variation in employee work hours within a stated range to match employer and client changing needs.

### **35.03 Mutual Agreement and Assignment**

The Employer may ask employees to volunteer for a variable work schedule. The variable work schedule will be by mutual agreement between the Employer and volunteering employee. If a variable work schedule was a condition of employment in the Notice of Vacancy the Employer may assign the employee to a variable work schedule.

### **35.04 Work Week Adjustment**

The Employer may, based upon Employer needs or by mutual agreement, reasonably adjust the hours of work in the work week to accommodate variable daily work hours within the normally scheduled total work week hours. If the adjustment is not based upon Employer needs or by mutual agreement, the Employer shall give the employee ten (10) working days written notice of schedule changes.

However, if a MARC Supported Employment client requires support on a designated holiday, the supporting MARC employee shall provide or arrange the necessary client support consistent with this article.

## **ARTICLE 36.0 - PERSONAL AUTO USE REQUIREMENTS AND TRAVEL EXPENSE REIMBURSEMENT**

### **36.01 Regulatory Compliance**

All employees required to travel by means of their personal automobile as a condition of employment must possess a valid Wisconsin Driver's License.

Personal automobiles shall comply with all applicable Wisconsin automobile road operation standards. Employees are responsible for maintaining their personal automobiles sufficiently to arrive safely at work and to complete any necessary work-related transportation.

#### 36.02 Personal Auto Insurance

As a condition of employment, the employee will provide the Employer a copy of the employee's personal certificate of automobile insurance upon hire and at each policy renewal for each personal auto used in the service of the Employer.

#### 36.03 Employee Liability Insurance Eligibility

The Employer's liability insurance carrier will periodically evaluate Division of Motor Vehicle individual driving records to determine continued employee eligibility to drive a vehicle for the Employer. Eligibility to be covered by the Employer's vehicle liability insurance coverage is a requirement to drive a vehicle in the service of the Employer. The Employer may also determine continued eligibility to drive a vehicle within the scope of employment based upon observed work related driving behavior.

#### 36.04 Notification to Employer

Employees who are required to drive as a condition of MARC employment are required to notify MARC 2 hours prior to their next scheduled shift, or sooner, if their license is revoked, suspended, if they are convicted of, or plead guilty or no contest to, any violations of traffic or motor vehicle regulations which occur at any time, including during non-work time. This requirement does not apply to parking violations.

#### 36.05 Reimbursement Rate

Employees shall be reimbursed at the allowable IRS mileage reimbursement rate for work related mileage.

#### 36.06 Cellular Phone Reimbursements

MARC shall provide a monthly payment reportable as taxable income for personal cell phone use based on the following chart of customary (documented by occasional review of cell phone usage for work) use determined by an employee's average monthly totals:

From minutes	To minutes	Monthly Payment	=> per minute
Zero	60	\$5.00	\$0.0833
61	120	\$9.00	\$0.0750
121	180	\$13.00	\$0.0722
181	240	\$20.00	\$0.0729
241	300	\$25.00	\$0.0667
301	500	\$30.00	\$0.0600
Over 501 minutes		\$35.00	NA

MARC reserves the right to occasionally examine cell phone bills, or to review cell phone bills when the employee claims eligibility for a higher payment, or when MARC believes a lower payment is in order. MARC reserves the right to substitute a MARC supplied cell phone for personal cell phone use at any time.

## **ARTICLE 37.0 - DUES DEDUCTION**

### **37.01 Dues Check-off**

MARC agrees to deduct monthly membership Union dues from the pay of those employees who individually request, in writing, that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Union and the aggregate deduction of all employees shall be remitted to the Treasurer of Local 412 monthly.

### **37.02 Indemnification**

The Union does hereby indemnify and shall save the Employer harmless against any and all claims, demands, suits, or other forms of liability, including court costs, that shall arise out of or by reason of action taken or not taken by the Employer which Employer action or non-action is in compliance with the provisions of this Article, provided that the defense of any such claims, demands, suits, or other forms of liability shall be under the control of the Union and its attorneys. However, nothing in this section shall be interpreted to preclude the Employer from participating in any legal proceedings challenging the application or interpretation of this Article through representatives of its own choosing and at its own expense.

## **ARTICLE 38.0 - WAGE SCHEDULE**

### **38.01 Wage Schedule**

The wage schedule set forth in 38.02 shall be effective for all employees covered by this Agreement who are employed on the actual date of salary schedule implementation consistent with Section 38.10.

### **38.02 Wage Agreement**

a. Employees will be paid in accordance with their years of service at MARC according to the schedule below.

<b>Jan 1, 2024 to Dec 31, 2024</b>							
<b>Position</b>	<b>Entry Level 0-.49 years</b>	<b>Level 1 .50 – 1.9 years</b>	<b>Level 2 2-3.9 years</b>	<b>Level 3 4-7.9 years</b>	<b>Level 4 8-11.9 years</b>	<b>Level 5 12-15.9 years</b>	<b>Level 6 16+ years</b>
Specialist	\$18.39	\$18.66	\$19.10	\$19.41	\$19.72	\$20.02	\$20.31
Specialist II	\$18.98	\$19.25	\$19.72	\$20.03	\$20.34	\$20.64	\$20.94
Coordinator	\$19.58	\$19.85	\$20.35	\$20.64	\$20.95	\$21.26	\$21.57

Janitor position will be paid \$18.39 per hour in 2024.

b. Employees who work evenings (except for Janitors working their regular evening hours), Saturday, Sunday, or Holiday work within the job description shall receive a wage differential according to the following schedule:

Weekday Evening (4:30 p.m. to 10:00 p.m.):	20% differential
Saturday - Day (7:30 a.m. to 3:30 p.m.):	20% differential
Saturday - Evening (3:30 p.m. to 10:00 p.m.)	33% differential
Sunday - (7:30 a.m. to 10:00 p.m.)	33% differential
Holiday - Day (7:30 a.m. to 10:00 p.m.)	50% differential

The Employer shall request employees to volunteer for work hours eligible for differential pay and may then schedule work hours in the Employer's best interest. Employee volunteer participation in Employer fund raising, special events, advocacy, or elective training shall not be construed as paid work, nor be eligible for differential pay.

c. Extraordinary Skills: During the times referenced in paragraph b, above, staff with extraordinary skills that perform duties that are typically outside the job description shall receive a 50% differential, prior to the application of the differential provided in paragraph b, above.

d. Revenue Bonus: Staff providing services under contracts that provide revenues beyond that which is depleted by application of the wage schedules contained herein, shall share in such additional revenues on a pro-rated basis.

#### 38.03 Employee Advancement and Reclassification

An employee accepting a promotion will be placed at the Level corresponding to the employee's years at MARC in the new position. Any employee who is assigned to a position of lesser responsibility will be placed at their former position level.

#### 38.04 Employee Recognition

The Employer reserves the right to provide or not to provide periodic employee recognition in the form of monetary and non-monetary awards, bonuses, gift certificates, other recognition, and goods or services to employees based on Employer criteria deemed beneficial to the Employer's purpose.

#### 38.05 Official Closure Pay

Regular employees scheduled to work at least twenty-five (25) hours per week and in an active pay status shall receive normal pay during the day or hours the Employer determines an emergency or safety related temporary official closure of a program. This provision applies to unforeseen emergencies such as power outages, water main break, furnace and AC malfunction, etc.

- a. Permanent closure of a program will follow the layoff article.
- b. Employees on scheduled vacation, sick, compensatory, jury duty, military, bereavement leave, unpaid FMLA leave, or unpaid leave of absence shall not be granted a leave cancellation for the day during which a program was officially closed during such leave.

In the event of an extended closure of longer than ten (10) days within one calendar year due to a public health or other emergency, that threatens the viability of the organization, MARC will meet as quickly as possible to discuss alternatives to compensation beyond the ten (10) day period.

#### 38.06 Holiday Pay

To qualify for holiday pay, an employee must work or be in paid leave status on the scheduled workdays immediately preceding and immediately following the holiday. Holiday pay is provided at the regularly scheduled daily earning rate for each employee.

#### 38.07 Court Appearance Pay

Employees in active pay status shall receive normal pay for court appearances on behalf of the Employer.

#### 38.08 Jury and Military Duty Pay

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

Employees required to attend jury duty and upon providing notice to MARC upon providing notice to MARC upon learning of this duty will receive their normal pay for up to one month. In order to receive your normal pay, court issued documentation must be provided to HR, and any compensation received in the course of performing civic duty must be signed over to MARC.

#### Military Duty Leave

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

MARC also complies with any state laws requiring it to grant a military leave of absence. Except as otherwise provided by applicable laws or as provided in this policy, the military leave of absence will be without pay. For more information, see:  
[https://www.dol.gov/vets/programs/userra/userra\\_fs.htm](https://www.dol.gov/vets/programs/userra/userra_fs.htm)

#### 38.09 Payroll Adjustments

Payroll adjustments to correct over/under pay or fringe benefits for any reason shall be made during the course of the current fiscal year.

#### 38.10 Retroactive Pay Eligibility

Should an increase in the salary schedule be implemented retroactive to any date, all employees terminated or leaving the bargaining unit prior to the actual date of salary schedule implementation shall not receive any retroactive salary increase, or other fringe benefit,

regardless of any employment that may have occurred during the retroactive period.

38.11 Electronic Payroll Deposit

Electronic deposit of salary payments shall be mandatory for all employees with eligible bank accounts.

**ARTICLE 39.0 – DURATION**

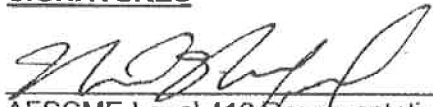
39.01 Duration

The provisions of this Agreement will be effective as of January 1, 2024 and shall continue to remain in full force and effect as binding on the parties until December 31, 2024. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated unless extended in writing by mutual agreement.

39.02 Entire Collective Bargaining Agreement Renegotiations

Scheduling of negotiations for the successor 2025 Collective Bargaining Agreement shall begin no later than Oct 2024.

**SIGNATURES**

  
AFSCME Local 412 Representative,  
Neil Rainford

12-12-23  
Date

  
Bargaining Committee,

12-12-23  
Date

Bargaining Committee,

                      
Date

  
MARC, Inc. Board Chair,

12.13.23  
Date

  
MARC, Inc. Executive Director,

12-13-23  
Date